

No. 4501

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
LIBYA**

**Agreement (with schedule and exchange of notes) for air
services between and beyond their respective territories.
Signed at Tripoli, on 21 February 1953**

Official texts: English and Arabic.

Registered by the International Civil Aviation Organization on 9 September 1958.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
LIBYE**

**Accord (avec tableau et échange de notes) relatif aux
services aériens entre leurs territoires respectifs et
au-delà. Signé à Tripoli, le 21 février 1953**

Textes officiels anglais et arabe.

Enregistré par l'Organisation de l'aviation civile internationale le 9 septembre 1958.

No. 4501. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT TRIPOLI, ON 21 FEBRUARY 1953

The Government of the United Kingdom of Great Britain and Northern Ireland being a party to the Convention on International Civil Aviation opened for signature at Chicago on the 7th December, 1944² (hereinafter called the Convention), and,

The Government of the United Kingdom of Libya having declared its intention, pending its adherence to the said Convention, to give effect to the provisions of that Convention and to the standards, practices, and procedures adopted as annexes thereto, and,

Both Governments having agreed that these provisions, standards, practices and procedures shall, as far as practicable, apply in their present form between the two Governments for the duration of any Air Services Agreement concluded between them, and,

Both Governments recognising that every State has complete and exclusive sovereignty over the air space above its territory, and,

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows :

Article 1

For the purpose of the present Agreement, unless the context otherwise requires:

(a) the term "aeronautical authorities" means, in the case of the United Kingdom of Great Britain and Northern Ireland, the Minister of Civil Aviation and any person or body authorized to perform any functions presently exercised by the said Minister or similar functions, and, in the case of the United Kingdom of Libya, the Minister of Communications and any person or body authorised to perform any functions presently exercised by the said Minister of Communications or similar functions ;

¹ Came into force provisionally on 21 February 1953, the date of signature, in accordance with article 15.

² See footnote 2, p. 28 of this volume.

- (b) the term “designated airline” means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of the present Agreement, for the operation of air services on the routes specified in such notification ;
- (c) the term “change of gauge” means the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section ;
- (d) the term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State ;
- (e) the term “air service” means any scheduled air service performed by aircraft for the public transport of passengers, cargo or mail ;
- (f) the term “international air service” means an air service which passes through the air space over the territory of more than one State ; and
- (g) the term “stop for non-traffic purposes” means any landing for any purpose other than taking on or discharging passengers, cargo or mail.

Article 2

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the appropriate Section of the Schedule¹ thereto (hereinafter called “the agreed services” and “the specified routes”).

(2) Subject to the provisions of the present Agreement, the airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges :

- (a) to fly without landing across the territory of the other Contracting Party ;
- (b) to make stops in the said territory for non-traffic purposes at airports designated by the other Contracting Party ; and
- (c) to make stops in the said territory at the points specified for that route in the Schedule to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for other points so specified.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

¹ See p. 138 of this volume.

Article 3

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

(2) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisation.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by them in conformity with the provisions of the Convention to the operation of international air services.

(4) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the privileges specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

(5) Subject to the provisions of Article 7 of the present Agreement, at any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services.

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement ; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringement of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article 4

Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline or airlines and intended solely for use by or in the aircraft of those airlines shall be accorded the following treatment by the first Contracting

Party in respect of customs duties, inspection fees and other similar national or local duties and charges—

- (a) in the case of fuel and lubricating oils remaining on board aircraft at the last airport of call before departure from the said territory, exemption ; and
- (b) in the case of fuel and lubricating oils not included under (a) and spare parts, regular aircraft equipment and aircraft stores, treatment not less favourable than that accorded to similar supplies introduced into the said territory, or taken on board aircraft in that territory, and intended for use by or in the aircraft of a national airline of the first Contracting Party, or of the most favoured foreign airline engaged in international air services.

This treatment shall be in addition to and without prejudice to that which each Contracting Party is under obligation to accord under Article 24 of the Convention on International Civil Aviation.

Article 5

(1) There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services, the airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airlines shall be made in accordance with the general principles that capacity shall be related to—

- (i) traffic requirements to and from the territory of the Contracting Party which has designated the airline ;
- (ii) traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area ; and
- (iii) the requirements of through airline operation.

Article 6

A designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions :

- (i) that it is justified by reason of economy of operation ;
- (ii) that the aircraft used on the section on which less traffic is carried by the airline to and from the territory of the first Contracting Party are smaller in capacity than those used on the other sections ;
- (iii) that the aircraft of smaller capacity shall operate only in connexion with the aircraft of larger capacity and shall be scheduled so to do ; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity ; and their capacity shall be determined with primary reference to this purpose ;
- (iv) that there is an adequate volume of through traffic ; and
- (v) that the provisions of Article 5 of the present Agreement shall govern all arrangements made with regard to change of gauge.

Article 7

(1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route.

(2) These tariffs, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed between the designated airlines concerned, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

(3) If the designated airlines cannot agree, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2), the aeronautical authorities of the Contracting Parties shall try to determine the tariffs by agreement between themselves.

(4) If the aeronautical authorities cannot agree, the dispute shall be settled in accordance with the provisions of Article 11 of the present Agreement.

(5) No tariff shall come into effect if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the terms of paragraph (3) of Article 11 of the present Agreement.

Article 8

Each Contracting Party grants to the designated airlines of the other Contracting Party the right to remit to their head offices at the appropriate official rates of exchange the excess over expenditure of receipts earned in the territory of the first Contracting Party.

Article 9

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

Article 10

There shall be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

Article 11

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

(2) If the Contracting Parties fail to reach a settlement by negotiation, the dispute shall be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Party to the other Party of a Diplomatic Note requesting arbitration of the dispute, and the third arbitrator shall be agreed upon within one month after such period of two months. If either Contracting Party fails to designate its arbitrator or if the third arbitrator is not agreed, the vacancies thereby created shall be filled by persons designated by the President of the Council of the International Civil Aviation Organization on application by either Contracting Party.

(3) The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

(4) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline or airlines of that Contracting Party or to the designated airline in default.

Article 12

(1) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification, if agreed between the Contracting Parties, shall come into effect when confirmed by an Exchange of Notes.

(2) In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article 13

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. If such notice is given, the present Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 14

The present Agreement and any Exchange of Notes in accordance with Article 12 shall be registered with the International Civil Aviation Organization.

Article 15

(1) The present Agreement shall be subject to ratification and instruments of ratification shall be exchanged in Libya as soon as possible.

(2) The present Agreement shall enter into force provisionally on the date of signature and definitively on the exchange of instruments of ratification.

(3) If instruments of ratification are not exchanged within six months from the date of signature, either Contracting Party may terminate the provisional

application of this Agreement by giving six months' notice in writing to the other Contracting Party.

IN WITNESS WHEREOF the undersigned plenipotentiaries have signed the present Agreement.

DONE this Twenty-first day of February, Nineteen Hundred and Fifty-three, in duplicate at Tripoli in the English and Arabic languages, both texts being equally authentic.

For the Government
of the United Kingdom of Great
Britain and Northern Ireland :

[L.S.] A. KIRKBRIDE

For the Government
of the United Kingdom of Libya :

[L.S.] Mahmud MUNTASSER

SCHEDULE

SECTION I

Routes to be Operated by the Designated Airline or Airlines of the United Kingdom of Great Britain and Northern Ireland

- (1) London – Rome – Tripoli – Kano—
 - (a) Lagos – Accra – Freetown ;
 - (b) Brazzaville or Leopoldville – Points in Northern Rhodesia or Points in Southern Rhodesia – Points in South Africa.
- (2) London – Nice – Tripoli and /or Benghazi – Cairo – Points in the Middle East – Points in the Far East and Australia.
- (3) London – Zürich and /or Rome – Tripoli or Benghazi or El Adem – Points in the Sudan – Points in East Africa – Points in Northern and Southern Rhodesia – Points in South Africa.
- (4) London – Malta – Tripoli – Benghazi – El Adem – Points in Egypt and the Middle East.
- (5) Gibraltar – Tangier – Algiers – Tunis – Tripoli.
- (6) Cyprus – Alexandria – El Adem – Benghazi – Tripoli.
- (7) Points in British West Africa – Tripoli.

The designated airline or airlines of the United Kingdom of Great Britain and Northern Ireland may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in the territory of the United Kingdom of Great Britain and Northern Ireland.

SECTION II

Routes to be Operated by the Designated Airline or Airlines of the United Kingdom of Libya

- (1) Tripoli and /or Benghazi — Malta — Rome — Zürich — London.
- (2) Tripoli — Benghazi — El Adem — Alexandria — Cyprus.
- (3) Tripoli and /or Benghazi — El Adem — Wadi Halfa and /or Khartoum — Port Sudan — Points in Saudi Arabia or Aden.
- (4) Benghazi and /or Tripoli — Tunis — Algiers — Tangier — Gibraltar.
- (5) Tripoli — Kano — Lagos — Accra.

The designated airline or airlines of the United Kingdom of Libya may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in the territory of the United Kingdom of Libya.

EXCHANGE OF NOTES

I

The Libyan Minister for Foreign Affairs to Her Majesty's Minister at Tripoli

[TRANSLATION¹ — TRADUCTION²]

UNITED KINGDOM OF LIBYA
OFFICE OF THE PRIME MINISTER

21st February, 1953

Your Excellency,

I have the honour to propose for your Excellency's consideration that the Government of the United Kingdom of Libya, having declared their intention, pending their adherence to the Convention on International Civil Aviation opened for signature at Chicago on the 7th December, 1944, to give effect to the provisions of the Convention and to the standards, practices, and procedures adopted as annexes thereto in accordance with the terms of the Convention, the provisions of the Convention including the said standards, practices and procedures shall, as far as is practicable, apply in their present form between the Government of the United Kingdom of Libya and the Government of the United Kingdom of Great Britain and Northern Ireland for the duration of any Air Services Agreement concluded between the two Governments.³

¹ Translation by the Government of the United Kingdom of Great Britain and Northern Ireland. The Arabic text of this note is not reproduced in the copies of the Agreement transmitted for registration.

² Traduction du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord. Le texte arabe de cette note ne figure pas dans les exemplaires de l'Accord soumis aux fins d'enregistrement.

³ See p. 124 of this volume.

If the Government of the United Kingdom of Great Britain and Northern Ireland approve of the foregoing proposal I have the honour to suggest that the present Note and your Excellency's reply in the same sense be regarded as constituting an Agreement between the two Governments, which shall enter into force to-day.

I avail, &c.

Mahmud MUNTASSER

II

Her Majesty's Minister at Tripoli to the Libyan Minister for Foreign Affairs

BRITISH LEGATION IN LIBYA

Tripoli, 21st February, 1953

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date in the following terms :

[See note I]

In reply I have the honour to inform your Excellency that the Government of the United Kingdom of Great Britain and Northern Ireland agree that the provisions of the Convention, including the said standards, practices and procedures shall, as far as is practicable, apply in their present form between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United Kingdom of Libya for the duration of any Air Services Agreement concluded between the two Governments, and will regard your Excellency's Note and the present reply as constituting an Agreement between the two Governments in this matter which shall enter into force to-day.

I avail, &c.

A. KIRKBRIDE

III

Her Majesty's Minister at Tripoli to the Libyan Minister for Foreign Affairs

BRITISH LEGATION IN LIBYA

Tripoli, 21st February, 1953

Your Excellency,

With reference to Route (4) of Section II of the Schedule¹ to the Air Services Agreement between the Government of the United Kingdom of Great Britain

¹ See p. 140 of this volume.

and Northern Ireland and the Government of the United Kingdom of Libya, signed to-day at Tripoli, I have the honour to inform you that since Gibraltar is a military airfield, its use by civil aircraft may at any time be limited or terminated, when military considerations so require.

I avail, &c.

A. KIRKBRIDE

IV

The Libyan Minister for Foreign Affairs to Her Majesty's Minister at Tripoli

[TRANSLATION¹ — TRADUCTION²]

UNITED KINGDOM OF LIBYA
OFFICE OF THE PRIME MINISTER

21st February, 1953

Your Excellency,

In reply to your letter of to-day's date regarding Route (4) of Section II of the Schedule to the Air Services Agreement between the Government of the United Kingdom of Libya and the Government of the United Kingdom of Great Britain and Northern Ireland signed to-day at Tripoli, I have the honour to inform you that the Government of the United Kingdom of Libya agree that since Gibraltar is a military airfield, its use by civil aircraft may at any time be limited or terminated when military considerations so require.

I avail, &c.

Mahmud MUNTASSER

¹ See footnote 1, p. 140 of this volume.

² Voir note 2, p. 140 de ce volume.