

No. 4511

**THAILAND
and
ICELAND**

**Agreement (with annex) relating to air transport services.
Signed at London, on 22 January 1957**

Official text: English.

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

**THAÏLANDE
et
ISLANDE**

**Accord (avec annexe) relatif aux services de transports
aériens. Signé à Londres, le 22 janvier 1957**

Texte officiel anglais.

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

No. 4511. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THAILAND AND THE GOVERNMENT OF THE REPUBLIC OF ICELAND RELATING TO AIR TRANSPORT SERVICES. SIGNED AT LONDON, ON 22 JANUARY 1957

The Government of the Kingdom of Thailand and the Government of the Republic of Iceland desiring to stimulate civil air transportation between and via Iceland and Thailand and having in mind the resolution signed under date of December 7th, 1944 at the International Civil Aviation Conference in Chicago, Illinois, U.S.A., hereby conclude the following agreement :

Article 1

Each Contracting Party grants to the other Contracting Party the rights described in the Annex² to this Agreement for the purpose of the establishment of air services described therein (hereinafter referred to as "agreed services").

Article 2

(1) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, but not before

- a. the Contracting Party to whom the rights have been granted has designated an airline or airlines for the specified route or routes, and
- b. the Contracting Party granting the rights has given the appropriate operating permission to the airline or airlines concerned (which, subject to the provisions of paragraph (2) of this Article and of Article 8 it shall do without undue delay).

(2) The designated airline or airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it or they is or are qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by these authorities to the operations of commercial airlines.

¹ Came into force on 22 January 1957, the date of signature, in accordance with article 15.

² See p. 72 of this volume.

(3) In areas of military occupation, or in areas affected thereby, such inauguration will continue to be subject, where necessary, to the approval of the competent military authorities.

Article 3

In order to prevent discriminatory practices and to assure equality of treatment, it is agreed that :

- (a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of the airport and other facilities. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.
- (b) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of a Contracting Party by the other Contracting Party or its nationals, and intended solely for use by aircraft of such other Contracting Party shall be accorded with respect to customs duties, inspection fees or other national duties or charges imposed by the former Contracting Party, treatment not less favourable than that granted to national or other foreign airlines engaged in international air transport.
- (c) Aircraft operated on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of the Contracting Parties authorized to operate the agreed services shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs duties, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.
- (d) Goods so exempted may be unloaded with the approval of the customs authorities of the other Contracting Party. These goods, shall be kept until re-exportation under customs supervision.

Article 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flight above its own territory certificates of competency and licenses granted to its own nationals by another State.

Article 5

There shall be a fair and equal opportunity for the airlines of the two Contracting Parties to operate on their respective routes.

Article 6

Rates to be charged by the airlines shall, in the first instance, be agreed between them. Any rates so agreed shall be subject to the approval of the competent aeronautical authorities of the Contracting Parties, and, in the event of disagreement, settlement will be reached in accordance with the provisions of Article 12 of this Agreement.

Article 7

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory shall be applied to the aircraft of the Contracting Parties without distinction as to nationality and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.

(b) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or on behalf of the passengers, crew and cargo of aircraft used by the designated airline or airlines of the other Contracting Party upon entrance into or departure from or while within the territory of the former Contracting Party.

Article 8

Each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other Contracting Party in any case when it is not satisfied, that substantial ownership and effective control are vested in nationals of the other Contracting Party, or in case of failure of the airline(s) designated by the other Contracting Party to comply with the laws and regulations, as described in Article 7 hereof, or to perform its obligations under this Agreement.

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

If either of the Contracting Parties considers it desirable to modify any provision or provisions of the Agreement, or its Annex, the competent aeronautical authorities of the Contracting Parties shall consult in order to realize such modification(s). Such consultation shall begin within a period of 60 days from the date of request of either of the aeronautical authorities. In case the said authorities arrive at an understanding about the modifications to be made, said modifications shall come into force after having been confirmed by an exchange of diplomatic notes.

Article 12

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex that cannot be settled by direct negotiation, shall be referred for decision to an Arbitral Tribunal appointed by agreement between the Contracting Parties or to any Tribunal competent to decide, which may hereafter be established within the International Civil Aviation Organization or if there is no such Tribunal to the Council of the said Organization. The Contracting Parties undertake to comply with any decision given by the said Arbitral Tribunal or by a Tribunal within the International Civil Aviation Organization or by the Council of the said Organization, which in any case will be considered definite.

Article 13

Each Contracting Party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

The present Agreement shall terminate on the date communicated in said notice but in any case at least twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual agreement before the expiry of the said period. In the absence of acknowledgement of receipt by the 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 11 shall be registered with the International Civil Aviation Organization.

Article 15

The present Agreement shall come into force on the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments have signed this Agreement.

DONE in duplicate at London this twenty-second day of January in the two thousand five hundredth year of the Buddhist Era, corresponding to the twenty-second day of January in the nineteen hundred and fifty-seventh year of the Christian Era, in the English Language.

For the Government of the Kingdom of Thailand :

(Signed) Wongsanuvatra DEVAKULA

For the Government of the Republic of Iceland :

(Signed) Kristinn GUDMUNDSSON

A N N E X

1. Airlines of Thailand authorized under the present Agreement¹ are accorded rights of transit and non-traffic stop in the territory of Iceland as well as the rights to pick up and discharge international traffic in passengers, cargo and mail in Iceland on the following route :

Bangkok — Calcutta — Karachi — Beirut — London — Reykjavik — Point in Canada — Point in U.S.A., in both directions.

2. Airlines of Iceland authorized under the present Agreement are accorded rights of transit and non-traffic stop in the territory of Thailand as well as the right to pick up and discharge international traffic in passengers, cargo and mail in Thailand on the following route :

Reykjavik — Stavanger — Hamburg — Geneva — Rome — Athens — Cairo — Abadan — Karachi — Calcutta — Bangkok — Hong Kong — Tokyo, in both directions.

3. Any or all points of the routes, specified in this Annex, may at the option of the airline(s) be omitted on any or all flights.

¹ See p. 64 of this volume.