

**No. 4773**

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**NETHERLANDS  
and  
HUNGARY**

**Agreement (with annex) concerning civil aviation. Signed  
at Budapest, on 28 May 1957**

*Official text: English.*

*Registered by the International Civil Aviation Organization on 17 June 1959.*

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**PAYS-BAS  
et  
HONGRIE**

**Accord (avec annexe) relatif à l'aviation civile. Signé à  
Budapest, le 28 mai 1957**

*Texte officiel anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 17 juin 1959.*

No. 4773. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC CONCERNING CIVIL AVIATION. SIGNED AT BUDAPEST, ON 28 MAY 1957

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The Government of the Kingdom of the Netherlands and the Government of the Hungarian People's Republic, hereinafter described as the "Contracting Parties", desiring to promote civil air transport between and beyond their two territories and to conclude an agreement for that purpose have accordingly appointed the undersigned plenipotentiaries, who being duly authorised to that effect by their respective Governments have agreed as follows.

*Article I*

1. The Government of the Kingdom of the Netherlands grants to the Government of the Hungarian People's Republic the right to operate air services on the routes specified in the Annex<sup>2</sup> to this Agreement (hereinafter referred to as the "specified air services") in order to secure the international transport of passengers, baggage, cargo and mail.

2. The Government of the Hungarian People's Republic grants to the Government of the Kingdom of the Netherlands the right to operate air services on the routes specified in the Annex to this Agreement (hereinafter referred to as the "specified air services") in order to secure the international transport of passengers, baggage, cargo and mail.

3. Each Contracting Party shall designate to that effect in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement each of the specified air services. On receipt of the designation, the other Contracting Party shall subject to the provision of paragraph 4 of this article without undue delay grant to the designated airline or airlines the appropriate operating permission.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or to revoke the grant to an airline of the rights specified in article II of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where

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<sup>1</sup> Applied provisionally as from the date of signature on 28 May 1957 and came into force on 22 March 1958, the date laid down in an exchange of notes stating that the formalities required by the national legislation of each Contracting Party had been accomplished, in accordance with article XVIII.

<sup>2</sup> See p. 304 of this volume.

it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline, in its institutions, in its competent organs or in nationals of that Contracting Party.

#### *Article II*

1. Subject to the provisions of this Agreement any of the specified air services may be inaugurated in whole or in part immediately or at a later date at the option of the designated airline of the Contracting Party to whom the rights are granted provided that a written notice of the commencement of the service is given in due time by the designated airline to the aeronautical authorities of the other Contracting Party.

2. The airlines designated by the Contracting Parties shall be entitled to land on the territory of the other Contracting Party, to use the airports at the disposal of international civil traffic and to have the right to take on and to put down passengers, baggage, mail and cargo on the routes specified in the Annex to the present Agreement. In case a Contracting Party wishes to exclude cabotage it will notify the other Contracting Party accordingly.

3. Each Contracting Party shall have the right to suspend the exercise by an airline of the rights specified in paragraph 2 of this article, or to impose such conditions as it deems necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws and regulations of the Contracting Party granting these rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement.

4. Action shall not be taken in pursuance of paragraph 4 of article I and of paragraph 3 of this article before notice in writing of such proposed action stating the grounds therefor is given to the other Contracting Party and consultation between the aeronautical authorities of both Contracting Parties has not led to agreement within a period of thirty days after the date upon which the said notice would, in the ordinary course of transmission, be received by the Contracting Party to whom it is addressed.

#### *Article III*

Special flights operated by the designated airline or airlines are subject to separate permissions, according to the pertinent prescriptions of the Contracting Parties. Requests for such permissions may be made directly by the airline in question to the aeronautical authorities of the other Contracting Party.

#### *Article IV*

All questions relating to the commercial operations and all services to be mutually rendered in connection with the operation of scheduled and special flights, e.g. : time

tables, fares, rates, pool and cooperation agreements, methods for financial settlement between the designated airlines as well as ground handling services rendered at the airports will be dealt with between the designated airlines.

#### *Article V*

1. The laws, rules and regulations of one Contracting Party, especially those relating to :

*a)* entry into 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 apply to the aircraft of the designated airlines of the other Contracting Party ;

*b)* entry into or departure from its territory of passengers, crew, baggage or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs, quarantine and currency regulations) shall be applicable to the passengers, crew, baggage and cargo of the aircraft of the designated airlines of the other Contracting Party.

2. In case of violation of the laws, regulations and prescriptions defined in paragraph 1 of the present article, the other Contracting Party is obliged to investigate such case without delay and to do their utmost in order to prevent its repetition.

#### *Article VI*

Each Contracting Party guarantees to the aircraft of the designated airline or airlines of the other Contracting Party the use of all ground equipment and installations available for the safety and regularity of civil air services e.g. radio, lighting and meteorological services.

#### *Article VII*

Charges, as well as any other fees for the use of airports, their installations and technical equipment on the territory of a Contracting Party will be paid according to officially fixed rates for charges and fees.

#### *Article VIII*

1. The Contracting Parties agree, that the aircraft of the designated airline of one Contracting Party operated in international traffic, as well as fuel, lubricating oils, spare parts, tools, regular equipment, installations and aircraft stores carried on board of these aircraft, are exempt from all customs duties, taxes and charges on arrival in the territory of the other Contracting Party.

2. Fuel, lubricating oils, spare parts, tools, regular equipment, installations and aircraft stores being introduced into and/or stored in the territory of one Contracting Party for use in the aircraft of the designated airline of the other Contracting Party in international traffic are in the territory of the first Contracting Party exempt from all duties, taxes and charges.

3. All goods which according to paragraph 1 and 2 are exempt from duties, taxes and charges do not lose their exemption in case they are duly used by or incorporated in the aircraft of the designated airline on the territory of the other Contracting Party granting exemption, but their alienation is prohibited. If not used or incorporated the goods may be reexported, free of duties, taxes and charges.

4. All goods outlined in this present article profiting by the exemption are under control of the customs authorities and are at the disposal of the respective designated airlines.

#### *Article IX*

1. When carrying out services and flights under this Agreement the aircraft of the designated airlines of either Contracting Party shall carry the following documents :

- a) their certificate of registration
- b) their certificate of airworthiness
- c) the appropriate licences for each member of the crew
- d) the aircraft radio station licence
- e) their journey log or other equivalent document
- f) their passenger list
- g) cargo and mail manifest
- h) special permission prescribed for certain loads.

2. The certificates mentioned under a) and b) may be summarized in one document according to the interior prescriptions of either Contracting Party.

#### *Article X*

1. Aircraft certificates of airworthiness and the crew member certificates of competency and licenses issued or rendered valid by the Contracting Party in which the aircraft is registered and still in force, shall be recognized as valid by the other Contracting Party.

2. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to any of its nationals by the other Contracting Party.

*Article XI*

The designated airlines shall have the right to keep representatives who are nationals of either of the Contracting Parties on the territory of the other Contracting Party.

*Article XII*

1. Each Contracting Party undertakes to provide such measures of assistance to aircraft of the other Contracting Party in distress in its territory as it may find practicable, and to permit, subject to control by its own authorities, the operator and/or the authorities of the Contracting Party in which the aircraft is registered to provide such measures of assistance as may be necessitated by the circumstances.

2. In case of emergency landing or accident the Contracting Parties shall render without delay all necessary and useful aid to the aircraft of the other Contracting Party, to their crew and passengers ; they shall further protect the mail, baggage and cargo carried on board and they shall reforward them as soon as possible. The costs incurred will be borne by the airline in the interest of which the above services have been rendered.

3. If, in case of emergency landing or accident, serious damage is caused to the aircraft or to its equipment, or personal injury or even death has occurred, and further in case of serious material loss arising on the surface of the earth, the aeronautical authorities on the territory of which the event occurred shall immediately open an inquiry and simultaneously inform the aeronautical authorities of the other Contracting Party, inviting them to appoint representatives to take part in the inquiry. Those representatives shall be given the possibility to travel as soon as possible to the place where the emergency landing or the accident occurred.

4. If the aeronautical authorities of the invited Contracting Party do not send their representatives within forty-eight hours after being informed about the granting of an entry visa, the inquiry can be terminated without their participation. The aeronautical authorities of the Contracting Party that carries out the inquiry shall give detailed information to the aeronautical authorities of the other Contracting Party and shall put at their disposal one original copy of the official report and findings of the inquiry whether their representatives have taken part in the inquiry or not.

*Article XIII*

All financial obligations between the designated airlines arising from this Agreement shall be settled within the framework of agreements existing between the two Contracting Parties.

*Article XIV*

1. The aircraft of the designated airlines used for the operation of the designated air services or for the operation of non-scheduled flights can not be seized or detented on the territory of the other Contracting Party and can not be the object of any official or tribunal proceeding.
2. The aircraft of the designated airlines can not be seized or detented on the territory of the other Contracting Party on the ground that their structure, parts, or their equipment is infringing the legal protection of a patent, design or model duly granted or registered on the territory of that Contracting Party.
3. The exemption from seizure and detention, stipulated in paragraph 1 and paragraph 2 of this article can not be made depending from rendering guarantee.

*Article XV*

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 negotiations between their aeronautical authorities.
2. If the Contracting Parties fail to reach a settlement by such negotiations the dispute must be settled through diplomatic channels.

*Article XVI*

1. If the aeronautical authorities of either Contracting Party wish to discuss with the aeronautical authorities of the other Contracting Party any matter relating to the present Agreement and/or its Annex, they may request consultation between them.
2. The air routes as well as any other stipulation of the Annex to the present Agreement can be modified by agreement between the aeronautical authorities of both Contracting Parties. All modifications thus agreed upon will enter into force on the day mutually established.
3. If either of the Contracting Parties considers it desirable to modify the terms of this Agreement, it may request the entry into negotiations through diplomatic channels.  
Modifications agreed upon as a result of such negotiations shall be laid down in an exchange of diplomatic notes and shall only come into effect after both Contracting Parties have notified each other that the formalities required by the national legislation of each Contracting Party have been accomplished.

*Article XVII*

1. This Agreement will continue to be in force until one Contracting Party notifies the other Contracting Party through diplomatic channels his intention to terminate it.

In this case the 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.

2. With the coming into force of this Agreement all agreements concerning civil aviation previously concluded between the two Contracting Parties will lose their effect.

#### *Article XVIII*

This Agreement shall be provisionally applicable from the date of its signature and shall come into force on a date to be laid down in an exchange of notes stating that the formalities required by the national legislation of each Contracting Party have been accomplished.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE at Budapest on the 28 day of May 1957, in duplicate in the English language.

(Signed) FLEDDERUS

(Signed) RÓNAI Rudolf

#### A N N E X

1. The airline designated by the Government of the Kingdom of the Netherlands shall be entitled to operate air services on the routes specified hereunder :

- a) Netherlands via intermediate points to Hungary in both directions
- b) Netherlands via intermediate points to Hungary and points beyond in both directions.

2. The airline designated by the Government of the Hungarian People's Republic shall be entitled to operate air services on the routes specified hereunder :

- a) Hungary via intermediate points to the Netherlands in both directions
- b) Hungary via intermediate points to the Netherlands and points beyond in both directions.

3. Points on the specified routes may, at the option of the designated airline, be omitted on any or all flights.