

No. 4777

NETHERLANDS
and
BULGARIA

**Air Transport Agreement (with annex). Signed at Sofia,
on 7 February 1958**

Official text: French.

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

PAYS-BAS
et
BULGARIE

**Accord (avec annexe) relatif aux transports aériens. Signé
à Sofia, le 7 février 1958**

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 4777. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA. SIGNED AT SOFIA, ON 7 FEBRUARY 1958

The Government of the Kingdom of the Netherlands and the Government of the People's Republic of Bulgaria, hereinafter referred to as "the Contracting Parties," desiring to regulate their mutual relations in the field of civil aviation and to promote the development of air transport between and beyond their respective territories, have agreed on the following provisions :

Article I

1. The Contracting Parties grant each other the rights specified in the annex² to this Agreement for the establishment of international air services on the routes provided for in that annex.

2. Each Contracting Party shall designate to the other Contracting Party an airline to operate the said air services.

Subject to the issue of the operating permit provided for in article II, all or part of each such service may be inaugurated immediately or at a later date at the option of the airline designated by the Contracting Party to which the rights are granted.

Article II

1. Each Contracting Party shall without delay issue the necessary operating permit to the airline designated by the other Contracting Party, provided that the requirements of paragraphs 2 and 3 of this article are observed.

2. The aeronautical authority of either Contracting Party may, before issuing the permit referred to in paragraph 1 of this article, require proof that the airline of the other Contracting Party is qualified to fulfil the conditions prescribed by the laws, regulations and provisions normally applied to scheduled international air transport.

¹ Applied provisionally as from the date of signature, 7 February 1958, and came into force on 11 August 1958, the date fixed by an exchange of notes, in accordance with article XIV.

² See p. 59 of this volume.

3. Each Contracting Party has the right to withhold an operating permit from the airline designated by the other Contracting Party, to revoke a permit already issued, or to impose conditions governing the exercise of the rights provided for in this Agreement whenever it has no proof that a preponderant part of the capital and effective control of such airline are vested in the Contracting Party which has designated the airline or in its nationals.

4. Each Contracting Party shall have the right to suspend the exercise, by the airline designated by the other Contracting Party, of the rights specified in the annex, or to impose such conditions as it deems necessary to govern the exercise of those rights, in any case where the airline fails to comply with the laws and regulations of the Contracting Party granting the rights or to fulfil the conditions laid down by this Agreement.

5. No action under paragraphs 3 and 4 of this article to revoke or suspend the grant of the rights specified in the annex or to impose conditions governing operation shall be taken until notice in writing of such action, stating the grounds therefor, has been given to the other Contracting Party and consultations between the aeronautical authorities of the two Contracting Parties have failed to produce agreement within thirty days after the date on which the said notice would, in the ordinary course of transmission, be received by the Contracting Party to which it was addressed.

Article III

1. Rates shall be fixed by agreement between the designated airlines for the sections of routes served by the airlines of both Contracting Parties.

If an air route or a section of such route is served exclusively by the airline of one Contracting Party, the rates shall be fixed by the latter.

The said rates shall be fixed taking into account the principles governing international air transport in that respect.

2. Flight frequencies shall be established by agreement between the designated airlines.

3. Each Contracting Party shall ensure that its designated airline communicates the time-tables and rates thus fixed to the aeronautical authority of the other Contracting Party as far in advance as possible.

4. Settlement of the accounts of the airlines shall be effected in accordance with the payments agreements or arrangements concluded or in existence between the two countries and in force during the term of this Agreement.

Questions relating to the settlement of accounts shall be resolved by special contracts between the airlines of the Contracting Parties.

Article IV

1. The Contracting Parties agree that aircraft of the airlines designated by either Contracting Party operated in international traffic, as well as fuel, lubricating oils, spare parts, tools, regular equipment, installations and stores on board such aircraft on their arrival in the territory of the other Contracting Party and kept on board shall be exempt from all customs duties, taxes and charges.

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

3. All goods exempt under paragraphs 1 and 2 from duties, taxes and charges shall remain exempt if they are duly used or installed in aircraft of the airline in the territory of the other Contracting Party granting the exemption, but their sale is prohibited. If such goods are not used or installed they may be re-exported free of duties, taxes and charges.

4. All goods referred to in this article and covered by the exemption shall be at the disposal of the airlines concerned but shall remain under the supervision of the customs authorities.

Article V

1. Aircraft belonging to the airlines designated by the Contracting Parties and employed in operating services on the routes provided for in the annex and in non-scheduled flights shall carry the following documents :

- Certificate of registration;
- Certificate of airworthiness;
- Appropriate certificates of competency and licences for the members of the crew;
- Journey log book or document in lieu thereof;
- Operating licence for the aircraft's radio equipment;
- Passenger list;
- Manifests of cargo and mail;
- Special permits for air carriage of certain categories of goods, where required.

2. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by the Contracting Party in whose territory the aircraft is registered shall be recognized as valid by the other Contracting Party.

3. However, each Contracting Party reserves the right to refuse to recognize as valid for the purpose of flight over its own territory certificates of competency and licences issued to any of its nationals by another State.

Article VI

1. The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft within its territory shall also apply to aircraft of the airline designated by the other Contracting Party.

2. The passengers and crews of aircraft and consignors of goods shall comply, either in person or through a third party acting in their name and on their behalf, with the laws and regulations in force in the territory of each Contracting Party respecting the admission, stay and departure of passengers, crews and cargo. The foregoing shall apply in particular to the provisions respecting importation, exportation, immigration, customs and health measures.

3. Passengers in transit through the territory of either Contracting Party shall be subject to a simplified control system. Baggage and cargo in transit shall be exempt from customs duties, import charges and other national duties and taxes.

Article VII

1. Each Contracting Party undertakes to render all such assistance as it deems practicable to aircraft of the other Contracting Party in distress in its territory and, subject to the exercise of a right of control by its own authorities, to permit the operator and/or the authorities of the Contracting Party in whose territory the aircraft is registered to afford such measures of assistance as circumstances may require.

2. The Contracting Party in whose territory a forced landing or an accident occurs shall without delay take all necessary steps to assist the crew and passengers injured in such forced landing or accident and to protect the mail, baggage and cargo on board the aircraft. All costs involved shall be borne by the other Contracting Party.

3. In the event that an aircraft of either Contracting Party is involved in the territory of the other Contracting Party in an accident resulting in death or serious injury or indicating the existence of serious technical defects in the aircraft or in the air navigation facilities, the Contracting Party in whose territory the accident occurred shall institute an inquiry into the circumstances of the accident.

Observers from the Contracting Party in whose territory the aircraft is registered shall be given an opportunity to attend the inquiry, and the Contracting Party conducting the said inquiry shall report the results and the findings concerning the accident to the other Contracting Party.

Article VIII

The designated airlines shall be entitled to maintain in the territory of the other Contracting Party such technical and commercial personnel as are necessary to operate the air services provided for in the annex to this Agreement.

Article IX

1. Special permits in accordance with the provisions laid down by the Contracting Parties shall be required for non-scheduled flights operated by the designated airlines.

2. However, applications for such permits may be made directly by the airline in question to the aeronautical authorities of the other Contracting Party.

Article X

Fees for the use of airports and other facilities in the territory of either Contracting Party shall be payable in accordance with the rates officially established therefor.

Article XI

1. Aircraft of the designated airlines employed in operating the specified air services or non-scheduled flights may not be seized or detained in the territory of the other Contracting Party.

2. Aircraft of the airlines may not be seized or detained on the ground that their structure, accessories or equipment infringes a patent, design or model duly recognized or registered in the territory of that Contracting Party.

3. The exemption from seizure and detention provided for in paragraphs 1 and 2 of this article may not be made subject to the deposit of a guarantee.

Article XII

The Contracting Parties shall settle any dispute relating to the interpretation or application of this Agreement by direct negotiation between the competent aeronautical authorities or, should such negotiation fail, through the diplomatic channel.

For the purpose of this Agreement, the aeronautical authorities shall be :

- (a) In the case of the Kingdom of the Netherlands : the Director General of Civil Aviation;
- (b) In the case of the People's Republic of Bulgaria : the Ministry of Transport and Communications.

Article XIII

1. If the aeronautical authority of either Contracting Party should wish to discuss with the aeronautical authority of the other Contracting Party any matter relating to this Agreement and/or its annex, it may request consultations between them.

2. The air routes and any other provision of the annex to this Agreement may be modified by agreement between the aeronautical authorities of the two Contracting Parties.

Consultations for this purpose shall begin within sixty days from the date of the request by the aeronautical authorities of either Contracting Party.

All modifications thus agreed upon shall enter into force on a date fixed by agreement.

3. If either Contracting Party should wish to modify the provisions of this Agreement, it may request through the diplomatic channel consultations for that purpose between the competent authorities of the two Contracting Parties.

Such consultations shall begin within sixty days from the date of the request by either Party.

Modifications agreed upon as a result of such consultations shall be confirmed by an exchange of diplomatic notes and shall not enter into force until each Contracting Party has notified the other Contracting Party that the formalities required by its national legislation have been completed.

Article XIV

The terms of this Agreement shall be applied provisionally from the date of its signature.

The Agreement shall enter into force definitively on a date to be fixed by an exchange of notes to the effect that the formalities required by the national legislation of each Contracting Party have been completed.

It may be denounced by either Contracting Party and shall terminate twelve months after the date on which notice of such denunciation is received by the other Contracting Party.

So far as the Kingdom of the Netherlands is concerned, the Agreement shall apply only to the territory in Europe.

IN WITNESS WHEREOF the undersigned, having been duly authorized for the purpose, have signed this Agreement.

DONE at Sofia, on 7 February 1958, in duplicate in the French language.

For the Government
of the Kingdom
of the Netherlands :

(Signed) G. E. VAN ITTERSUM

For the Government
of the People's Republic
of Bulgaria :

(Signed) KIRILOW

A N N E X

A

The airline designated by either Contracting Party shall enjoy in the territory of the other the right of transit, with or without stops, and the right to make technical stops.

B

The airline designated by either Contracting Party shall also enjoy in the territory of the other Contracting Party the right to pick up and set down international traffic in passengers, baggage, mail and cargo, in accordance with the terms of this Agreement,¹ in operating the following air routes :

1. *Netherlands routes*

- (a) From the Netherlands, possibly via intermediate points, to Sofia, in both directions;
- (b) From the Netherlands, possibly via intermediate points, to Sofia and beyond, in both directions.

2. *Bulgarian routes*

- (a) From Sofia, possibly via intermediate points, to the Netherlands, in both directions;
- (b) From Sofia, possibly via intermediate points, to the Netherlands and beyond, in both directions.

¹ See p. 47 of this volume.

C

The designated airlines may conclude between them handling and reciprocal general agency contracts and contracts for the reciprocal recognition of transport documents.

They may also conclude agreements for joint operation of certain air routes.
