

No. 5100

BELGIUM
and
POLAND

**Air Transport Agreement (with annexes). Signed at Brussels,
on 17 October 1956**

Official texts: French and Polish.

Registered by Belgium on 25 April 1960.

BELGIQUE
et
POLOGNE

**Accord relatif aux transports aériens (avec annexes).
Signé à Bruxelles, le 17 octobre 1956**

Textes officiels français et polonais.

Enregistré par la Belgique le 25 avril 1960.

[TRANSLATION — TRADUCTION]

No. 5100. AIR TRANSPORT AGREEMENT¹ BETWEEN THE KINGDOM OF BELGIUM AND THE POLISH PEOPLE'S REPUBLIC. SIGNED AT BRUSSELS, ON 17 OCTOBER 1956

The Belgian Government and the Government of the Polish People's Republic, hereinafter referred to as the Contracting Parties, desiring to regulate mutual relations in the field of civil aviation and to promote the development of air transport between the two countries, have agreed on the following provisions :

Article I

Each Contracting Party grants to the other Contracting Party the rights specified in annex 1² to this Agreement for the establishment and operation of the air services shown in the said annex.

Article II

1. Each Contracting Party shall designate an airline or airlines to operate the air services shown in annex 1 to this Agreement and shall fix the date of inauguration of these services subject to issue of the permit provided for in paragraph 2 of this article.

2. Each Contracting Party shall, subject to the provisions of paragraph 4 of this article, issue the necessary operating permit forthwith to the airline or airlines designated by the other Contracting Party.

3. The aeronautical authority of either Contracting Party may, before issuing the operating permit to the airline designated by the other Contracting Party, require it to prove that it is qualified to fulfil the conditions prescribed by the laws and regulations normally and currently applied to the operation of international air services.

4. Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a permit in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the other Contracting Party or in nationals or bodies corporate of that Party, or in case of failure by that airline to comply with the laws and regulations referred to in article IX of this Agreement.

¹ Came into force on 1 January 1957 by an exchange of letters, in accordance with article XV. This Agreement is not applicable to the Territories of the Belgian Congo and Ruanda-Urundi.

² See p. 300 of this volume.

Unless revocation of the permit is essential to prevent further infringements, this right shall be exercised only after consultation with the other Contracting Party.

Article III

All questions relating to the safety and technical operation of the flights referred to in annex 2¹ to this Agreement shall fall within the jurisdiction of the aeronautical authorities of the Contracting Parties.

Article IV

Fees and other charges for the use of airports, airport installations and technical facilities in the territory of each Party shall be levied in accordance with the fees and rates established by the competent authorities of that Contracting Party.

Article V

1. Aircraft making flights in accordance with article I of this Agreement and fuel, lubricating oils, spare parts, equipment and stores present on board such aircraft shall, on arriving in and leaving the territory of the other Party, be exempt from import and export duties and other duties, even though such materials are used or consumed in flight over the said territory, except, however, in cases where they are transferred in that territory to third parties.

2. Spare parts, fuel, lubricating oils and special products necessary for the efficient performance of flights made in accordance with article I of this Agreement and special tools intended to complete the equipment required for aircraft maintenance and repair shall, on importation into and exportation from the territory of the other Party, be exempt from import and export duties and other duties but may not be transferred in that territory to third parties. Fuel, lubricating oils and special products may be stored at the airports served by each of the designated airlines for the purpose of the flights provided for in annex 1 to this Agreement.

3. The aforesaid materials, fuel, lubricating oils and special products shall, in the territory of the other Party, be kept under customs supervision.

Article VI

1. The tariffs to be applied by the designated airlines shall be fixed by agreement for those sections of air routes listed in annex 1 to this Agreement which are served by the airlines of both Contracting Parties.

¹ See p. 301 of this volume.

Where possible, such agreement shall be reached in accordance with the tariff-fixing procedure established by the International Air Transport Association (IATA).

2. All tariffs so fixed shall be subject to approval by the aeronautical authorities of both Contracting Parties.

Article VII

Aircraft of the designated airlines making flights over the territory of the other Party shall bear the nationality and registration marks of their State prescribed for international air navigation and shall carry certificates of registration, certificates of airworthiness and licences for the aircraft radio stations. Moreover the competent authorities of each Contracting Party shall determine the additional aircraft documents which must be carried by their aircraft engaged in international air navigation and shall notify the competent authorities of the other Contracting Party thereof. Pilots and other crew members shall carry the prescribed certificates of competency and licences.

Article VIII

For the purpose of operating the air services specified in annex 1 to this Agreement, each Contracting Party shall recognize as valid the certificates of competency and licences of nationals of the other Party and certificates of airworthiness issued or rendered valid by that Party.

Article IX

1. The laws and regulations of either 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. Passengers, crews and consignors of goods shall comply, either personally 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 Party governing the entry, stay and departure of passengers, crews and cargo. The foregoing shall apply in particular to import, export, immigration, customs and health regulations.

Article X

1. In the event of a forced landing by, damage to or a disaster involving an aircraft of one Party in the territory of the other Party, the Party in whose territory the accident occurs shall immediately notify the other Contracting Party thereof. It shall also take the necessary action to investigate the causes of the accident and, at the request of the other Contracting Party, grant representatives

of that Contracting Party free access to its territory for the purpose of attending as observers the inquiry into the accident.

2. The Party in whose territory the accident occurs shall immediately take steps to assist the crew and passengers involved in the accident and to protect the mail, baggage and cargo on board the aircraft.

3. The Contracting Party conducting the inquiry shall report the findings thereof to the other Contracting Party.

Article XI

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

Article XII

For the purpose of this Agreement and its annexes :

(a) The expression "aeronautical authority" means :

In the case of Belgium : "the Ministry of Communications" or any agency authorized to perform the functions for which the said Ministry is at present responsible;

In the case of Poland : "the Ministry of Road and Air Transport" or any agency authorized to perform the functions for which the said Ministry is at present responsible.

(b) The expression "designated airline" means any airline which the aeronautical authority of one Contracting Party has indicated in a notice in writing to the aeronautical authority of the other Contracting Party as the airline which it intends to designate under articles I and II of this Agreement for the operation of the air services specified in the same notice.

Article XIII

1. Either Contracting Party may at any time propose to the other Contracting Party any modification of this Agreement which it considers desirable. A consultation between the Contracting Parties on the proposed modification shall begin within sixty days from the date of the request therefor by either Party.

2. Should either Contracting Party consider it desirable to modify one of the annexes to this Agreement, the aeronautical authorities of the two Contracting Parties may agree to make such modification.

3. Any modification of this Agreement or its annexes under paragraphs 1 and 2 of this article shall come into effect after it has been confirmed by an exchange of notes between the Contracting Parties.

Article XIV

In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time in order to satisfy themselves that the principles laid down in this Agreement and its annexes are being applied and observed in a satisfactory manner.

Article XV

The entry into force of this Agreement shall be determined by an exchange of letters.

Its provisions shall be applied provisionally with effect from the date of its signature.

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

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

DONE at Brussels, on 17 October 1956, in duplicate in the French and Polish languages, both texts being equally authentic.

For the Belgian
Government :
P. H. SPAAK

For the Government
of the Polish People's Republic :
Jan RUSTECKI

ANNEX 1

A

The airlines designated by either Contracting Party shall enjoy, in the territory of the other Party, the right of transit and the right to make technical stops; they may also use the airports and other aeronautical facilities provided for international traffic.

They shall also enjoy, in the territory of the other 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 such right being exclusive of any right of cabotage in the said territory.

B

(a) The transport capacity provided by each of the designated airlines shall be related to traffic requirements.

(b) The designated airlines shall respect one another's interests on common routes.

(c) The air services shown in this annex shall have as their primary purpose the provision of capacity adequate to meet the traffic requirements between the country to which the designated airline belongs and the country of destination.

¹ See p. 296 of this volume.

(d) The rights of the airlines designated by either Contracting Party to pick up and set down international traffic in passengers, baggage, mail and cargo destined for or coming from third countries shall be exercised in the territory of the other Party at the points specified in this annex, in accordance with the general principles of orderly development to which the Contracting Parties subscribe and in such a manner that capacity shall be related to :

- (a) The requirements of traffic between the country of origin and the countries of destination;
- (2) The requirements of economic operation of the air services shown in this annex;
- (3) The traffic requirements of the countries traversed, local and regional air services being taken into account.

C

The designated airlines are authorized to operate on the following air routes :

- (1) Belgian routes : Brussels—points in Germany—Prague—Warsaw and return.
- (2) Polish routes : Warsaw—points in Germany—Brussels and return.

D

The airlines designated by Belgium may, on any flight, omit a stop at an intermediate point, provided that the agreed services begin at a point in Belgian territory.

The airlines designated by Poland may, on any flight, omit a stop at an intermediate point, provided that the agreed services begin at a point in Polish territory.

A N N E X 2

A

The Contracting Parties undertake to organize the exchange of information between the services responsible for matters relating to flight safety in order to ensure the safety and regularity of the air services provided for in this Agreement.¹ This provision applies, in particular, to the transmission of air traffic control service messages.

B

The following provisions in particular shall form a feature of the flight safety service in the territory of each Party :

(a) *Preparation for flights*

Before departure, crews shall be provided with written and oral information regarding weather conditions over the whole route. Crews shall be provided with information on the condition of airports and on all navigational aids necessary for making the flight. A flight plan shall be prepared. No aircraft shall be allowed to take off until the said plan has been approved by the competent air traffic control centre.

¹ See p. 296 of this volume.

(b) *Conduct of flights*

Each flight shall be carried out in accordance with the terms of the flight plan. Except in case of *force majeure*, no departure from the flight plan may be made without the approval of the competent area control centre. Aircraft shall obey the instructions of the competent air traffic control centre.

Aircraft shall maintain an uninterrupted listening watch on the transmitting frequency of the competent area radio station. They shall likewise be prepared to transmit on the said station's receiving frequency. The Contracting Parties agree that air-ground communication shall if possible be effected by radiotelephony on ultra-short wavelengths. The English language shall be used for such communication.

Aircraft shall transmit position reports at prearranged points.

All information concerning ground services and, in particular, concerning the navigational aids necessary for flight safety shall be taken, in respect of Belgian territory, from the NOTAMS, regulations and orders published by the Ministry of Communications and, in respect of Polish territory, from the NOTAMS and regulations published by the Ministry of Road and Air Transport.

The designated airlines shall advise the authorities responsible for matters relating to flight safety of the minimum weather conditions for the landing and departure of their aircraft; the said authorities reserve the right to approve the same.

C

For the purpose of transmitting the information necessary for the preparation and conduct of flights, the aeronautical authorities of the Contracting Parties shall maintain a fixed communication service between Warsaw (Okęcie) and Brussels (Melsbroek) airports.

D

On the air routes shown in annex 1, section C, non-scheduled flights shall not be made without advance notice, which shall be given by the airline concerned to the competent aeronautical authority not later than twenty-four hours before the departure of the aircraft.
