

No. 5151

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

**Agreement (with annex) concerning air services. Signed
at London, on 3 February 1959**

Official texts: English and Serbo-Croat.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
2 June 1960.*

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

**Accord (avec annexe) relatif aux services aériens. Signé à
Londres, le 3 février 1959**

Textes officiels anglais et serbo-croate.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
2 juin 1960.*

No. 5151. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA CONCERNING AIR SERVICES. SIGNED AT LONDON, ON 3 FEBRUARY 1959

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Federal People's Republic of Yugoslavia, (hereinafter referred to as "the Contracting Parties"),

Desiring to conclude an Agreement, for the purpose of promoting the development of air services and so contribute to international co-operation.

Have agreed as follows :

Article I

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

- (1) the term "aeronautical authorities" means, in the case of the United Kingdom, the Minister of Transport and Civil Aviation and any person or body authorised to perform any functions at present exercised by the said Minister or similar functions, and, in the case of the Federal People's Republic of Yugoslavia the Uprava Civilnog Vazduhoplovstva or other institution authorised to perform any functions at present exercised by the said Uprava Civilnog Vazduhoplovstva or similar functions;
- (2) the term "territory" means in relation to the United Kingdom and Third States the land areas and territorial waters adjacent thereto, including the air space above them under the sovereignty, suzerainty, protection or trusteeship thereof and in relation to the Federal People's Republic of Yugoslavia the land areas and territorial waters adjacent thereto, including the air space above them under the sovereignty thereof;
- (3) 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 a route specified in the Annex² to this Agreement;

¹ Applied provisionally as from 3 February 1959, the date of signature, and came into force on 30 September 1959, upon the date of the exchange of the instruments of ratification at Belgrade, in accordance with article 19.

² See p. 359 of this volume.

- (4) the term “ air service ” means any scheduled air service performed by aircraft for public transport of passengers, mail or cargo;
- (5) the term “ international air service ” means an air service which passes through the air space over the territory of more than one State;
- (6) the term “ airline ” means any air transport enterprise operating an international air service.

Article 2

(1) Each Contracting Party grants to the other Contracting Party on a basis of reciprocity the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the Annex to this Agreement (hereinafter called “ the agreed services ” and “ the specified routes ”).

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

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 this Agreement to the operation of international commercial 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 the Annex to this 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) 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 provided that a service shall not be operated unless a tariff established in accordance with the provisions of Article 10 of the present Agreement is in force in respect of that service.

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in the Annex to this 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 infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article 4

(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 had designated the airline. Provision for the carriage of passengers, cargo and mail both taken on and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to :

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) 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
- (c) the requirements of through airline operation.

Article 5

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 6

(1) The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the airline designated by the other Contracting Party during entry into, stay in, departure from, and flight over the territory of the first Contracting Party.

(2) The laws and regulations of each Contracting Party relating to the arrival in or departure from its territory of passengers, crews or cargo of aircraft, and in particular regulations regarding passports, customs, currency and medical and quarantine formalities, shall be applicable to passengers, crews and cargo arriving in or departing from the territory of that Contracting Party in aircraft of the airline designated by the other Contracting Party.

(3) The designated airline or airlines of one Contracting Party shall comply, in their commercial and financial activities on the territory of the other Contracting Party, with the laws and regulations of that other Contracting Party.

(4) Intending passengers shall be free, when buying tickets in either the United Kingdom or the Federal People's Republic of Yugoslavia to fly on the specified routes by the designated airline or airlines of either Contracting Party.

(5) Notwithstanding the provisions of paragraph (2) of this Article, visas for air crew and cabin crew of aircraft operating the agreed services shall be granted in advance, with a validity of at least six months, to a number of complete aircraft crews appropriate to the operations of each airline. These visas shall be valid for any number of flights into and out of the territory of the other Contracting Party during the period of their validity.

(6) Each Contracting Party shall on request supply to the other copies of the relevant laws and regulations referred to in this Article.

Article 7

Certificates of airworthiness, and licences issued or rendered valid by one Contracting Party shall be recognised as valid by the other Contracting Party but each Contracting Party reserves the right to refuse to recognise, for the purpose of flight above its own territory, licences granted to any of its nationals by the other Contracting Party.

Article 8

Every aircraft used by the designated airlines and engaged in the agreed services shall bear its appropriate nationality and registration marks, and shall carry the following documents relating to the aircraft and crew :

- (1) its certificate of registration;
- (2) its certificate of airworthiness;
- (3) the appropriate licences or certificates for each member of the crew;
- (4) its journey log book or any other document which replaces it;
- (5) the aircraft radio station licence;
- (6) if it carries passengers, a list of their names and places of embarkation and destination;
- (7) if it carries cargo, a manifest and detailed declarations of the cargo;
- (8) if it carries special categories of cargo, the necessary permits for this purpose.

Article 9

(1) The charges levied by one Contracting Party on the aircraft of the other Contracting Party for the use of airports and other technical installations shall not exceed those levied on any other aircraft of the same class engaged in similar international air services.

(2) Aircraft of the designated airline or airlines of one Contracting Party on a flight to, from or across the territory of the other Contracting Party shall be admitted temporarily free of duty, subject to the customs regulations of that other Contracting Party. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores on board an aircraft of one Contracting Party on arrival in the territory of the other Contracting Party and retained on board on leaving the territory of that Contracting Party shall be exempt from customs duty, inspection fees or similar national or local duties and charges. This exemption shall not apply to any quantities or articles unloaded except in accordance with the customs regulations of that Contracting Party, which may require that they shall be kept under customs supervision.

(3) Fuel and lubricating oil taken on board aircraft in the territory of one Contracting Party and spare parts, regular aircraft equipment, aircraft stores and food introduced into the territory of one Contracting Party or taken on board aircraft in that territory by or on behalf of the designated airline or airlines of the other Contracting Party and intended solely for use by or in the aircraft of those airlines shall be accorded treatment in respect of customs duty, inspection fees and other similar national or local duties and charges, 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 any aircraft of a foreign airline, engaged in international air services.

(4) Any commodities to which the provisions of paragraph (3) of this Article apply may be required to be kept under the supervision of the competent Customs authorities.

Article 10

(1) The tariffs to be charged by the airlines of one Contracting Party for carriage to or from the territory of the other Contracting Party 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. The tariffs shall be fixed in accordance with the following provisions of this Article.

(2) The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed by the airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the usual procedures adopted by the airlines.

(3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least 30 days before the proposed date of their introduction.

(4) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2) of this Article or if during the first 15 days of the 30 days period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(5) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article and on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 16 of the present Agreement.

(6) No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph (5) of Article 16 of the present Agreement.

(7) When tariffs have been established in accordance with the provisions of this Article these tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 11

The designated airlines of one Contracting Party shall forward to the aeronautical authorities of the other Contracting Party their time-tables for

approval from the point of view of safety and other technical factors not less than 30 days before their being brought into force. Any amendments which may be introduced into these time-tables shall be communicated for the same purpose to the said authorities as soon as possible and in any case not less than 48 hours before the change is to come into effect.

Article 12

In the operation of the agreed services, the standards, recommended practices, procedures and codes internationally adopted for aircraft and for international air navigation shall be applied or followed provided that insofar as these standards, recommended practices, procedures and codes relate to navigational facilities on the territory of either Contracting Party, they shall be followed or applied as far as may be practicable.

Article 13

(1) Each Contracting Party shall give to aircraft of the other Contracting Party if in distress over its territory the assistance which it would render in similar circumstances to its own aircraft.

(2) In the event of a forced landing or other accident affecting an aircraft of one Contracting Party on the territory of the other Contracting Party, the aeronautical authorities of the Contracting Party on whose territory the event has occurred shall without delay inform the aeronautical authorities of the other Contracting Party of the occurrence and give any assistance that may be necessary to the passengers and crew.

(3) If a forced landing or other accident results in the death of, or serious injury to, any person, or substantial damage to an aircraft, the aeronautical authorities of the Contracting Party on whose territory the event has occurred shall in addition :

- (a) ensure the protection of evidence and the safe custody of the aircraft and its contents, including mail, luggage and cargo;
- (b) grant immediate access to the aircraft to accredited representatives of the aeronautical authorities of the other Contracting Party and to the accredited representatives of the owner of the aircraft involved;
- (c) conduct an inquiry into the circumstances of the occurrence;
- (d) grant the aeronautical authorities of the other Contracting Party full facilities to be represented at the inquiry;
- (e) if so requested by the aeronautical authorities of the other Contracting Party, leave the aircraft and its contents undisturbed (so far as is reasonably practicable) pending their inspection by a representative of those authorities;
- (f) release the aircraft and its contents as soon as these are no longer necessary for the inquiry;
- (g) send to the aeronautical authorities of the other Contracting Party the report of the inquiry as soon as it is available.

Article 14

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 and its Annex.

Article 15

(1) If either Contracting Party considers it desirable to modify any provision of the present Agreement, such Contracting Party can at any time request through diplomatic channels that consultations on the matter between the competent aeronautical authorities of the Contracting Parties shall begin not later than 90 days, or such longer period as may be agreed between the Contracting Parties, from the date of the request. If the Contracting Parties reach agreement on the modifications to be made, such modifications shall become effective in accordance with the procedure set forth in Article 19 of the present Agreement.

(2) If the aeronautical authorities of either Contracting Party consider it desirable to modify or make any additions to the provisions of the Annex to this Agreement, they can at any time request that consultations with the aeronautical authorities of the other Contracting Party shall begin not later than 60 days, or such longer period as may be agreed between the aeronautical authorities, from the date of the request. If the aeronautical authorities of both Contracting Parties reach agreement on the proposed modifications or additions, which must not be contrary to the principles established in this Agreement, such modifications or additions shall be brought into effect by an Exchange of diplomatic Notes.

(3) 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 16

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

(2) If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or

if the third arbitrator is not appointed within the period specified, the President of the International Court of Justice may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President of the International Court of Justice is a national of either Contracting Party, the Vice President of the Court or if he is such a national the oldest member of the Court who is not such a national may be requested to make the appointment or appointments.

(3) The tribunal shall establish its procedure and reach its decision by a majority vote of the members of the tribunal.

(4) Each Contracting Party shall pay the costs of the arbitrator it has appointed. The remaining costs of the arbitration tribunal shall be borne by the Contracting Parties equally.

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

Article 17

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. 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.

Article 18

This Agreement replaces all previous arrangements relating to the establishment of scheduled air services between the territories of the Contracting Parties.

Article 19

The present Agreement shall be ratified and instruments of ratification shall be exchanged in Belgrade as soon as possible. It shall enter into force upon the date of the exchange of instruments of ratification and shall be provisionally applied from the date of signature.

IN WITNESS WHEREOF the undersigned being duly authorised thereto by their respective Governments have signed the present Agreement.

DONE in duplicate at London this third day of February, 1959, in the English and Serbo-Croat languages, both texts being equally authoritative.

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

For the Government
of the Federal People's Republic
of Yugoslavia :
Batrić M. JOVANOVIĆ

ANNEX

SECTION I

Routes to be operated by the designated airline or airlines of the United Kingdom

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Points of Departure (Any one or more of the following).	Intermediate Points (Any one or more of the following).	Points in the territory of the F.P.R. of Yugoslavia.
Points in the U.K.	Zurich or one other point to be agreed.	Belgrade.

The designated airline or airlines of the United Kingdom shall have the right while operating an agreed service on a route specified above :

- (a) to put down on the territory of the Federal People's Republic of Yugoslavia passengers, cargo and mail taken on in United Kingdom territory and in the territories of other countries :
- (b) to take on in the territory of the Federal People's Republic of Yugoslavia passengers, cargo and mail destined for the territory of the United Kingdom and for the territories of other countries.

In order to ensure that the capacity provided by the designated British airline or airlines between Belgrade and points on the route which are not in United Kingdom territory conforms with the provisions of Article 4, the aeronautical authorities of the Federal People's Republic of Yugoslavia may, in accordance with Article 14, require consultations with the aeronautical authorities of the Government of the United Kingdom.

SECTION II

Routes to be operated by the designated airline or airlines of the Federal People's Republic of Yugoslavia

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Points of Departure (Any one or more of the following).	Intermediate Points (Any one or more of the following).	Points in United Kingdom territory.
Points in Yugoslavia.	To be agreed.	London.

The designated airline or airlines of the Federal People's Republic of Yugoslavia shall have the right while operating an agreed service on a route specified above :

- (a) to put down on United Kingdom territory, passengers, cargo and mail taken on in the territory of the Federal People's Republic of Yugoslavia and in the territories of other countries.
- (b) to take on in the territory of the United Kingdom passengers, cargo and mail destined for the territory of the Federal People's Republic of Yugoslavia and for the territories of other countries.

In order to ensure that the capacity provided by the designated Yugoslav airline or airlines between London and points on the route which are not on the territory of the Federal Peoples' Republic of Yugoslavia conforms with the provisions of Article 4, the aeronautical authorities of the United Kingdom may, in accordance with Article 14, require consultations with the aeronautical authorities of the Government of the Federal People's Republic of Yugoslavia.

S. L.

B. JVC.

London, 3rd February, 1959