

**No. 5648**

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**THAILAND  
and  
FRANCE**

**Air Transport Agreement (with schedule of routes). Signed  
at Bangkok, on 26 February 1960**

*Official texts: French and Thai.*

*Registered by the International Civil Aviation Organization on 27 March 1961.*

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**THAÏLANDE  
et  
FRANCE**

**Accord (avec tableau des routes) relatif aux transports  
aériens. Signé à Bangkok, le 26 février 1960**

*Textes officiels français et thaï.*

*Enregistré par l'Organisation de l'aviation civile internationale le 27 mars 1961.*

[TRANSLATION — TRADUCTION]

No. 5648. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE KINGDOM OF THAILAND AND THE FRENCH REPUBLIC. SIGNED AT BANGKOK, ON 26 FEBRUARY 1960

The Government of the Kingdom of Thailand and the Government of the French Republic,

Desiring to conclude an agreement designed to facilitate air relations between the two countries,

Have for this purpose appointed representatives who, being duly authorized, have agreed as follows :

TITLE I

GENERAL PROVISIONS

*Article 1*

For the purposes of this Agreement :

(a) The expression “aeronautical authorities” means, in the case of the Kingdom of Thailand, the Department of Transport, Ministry of Communications, and, in the case of the French Republic, the Secretariat-General of Civil and Commercial Aviation, or, in either case, any person or body authorized to perform the functions at present exercised by them;

(b) The expression “agreed services” means all scheduled air services operated on the routes specified in the schedules<sup>2</sup> annexed to this Agreement;

(c) The expression “designated airline” means any airline which has been selected by one of the Contracting Parties to operate the agreed services, and in respect of which notification in writing has been sent to the aeronautical authorities of the other Contracting Party in accordance with the provisions of article 11 of this Agreement.

*Article 2*

1. The laws and regulations of each Contracting Party relating to the entry into, stay in or departure from its territory of aircraft engaged in international air navigation, or to the operation, handling and navigation

<sup>1</sup> Came into force on 26 February 1960, the date of signature, in accordance with article 15.

<sup>2</sup> See p. 301 of this volume.

of such aircraft while within its territory, shall apply to aircraft of the designated airlines of the other Contracting Party.

2. The laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crew and cargo of aircraft, such as those relating to police formalities, entry, immigration, emigration, passports, clearance, customs and health, shall apply to passengers, crew and cargo taken on board aircraft of the designated airlines of the other Contracting Party.

### *Article 3*

In order to prevent discriminatory practices and to respect the principle of equality of treatment :

1. The taxes or other fiscal charges that either of the Contracting Parties may impose or permit to be imposed upon aircraft of the designated airlines of the other Contracting Party for the use of airports and other " facilities " shall not be higher than would be paid for the use of such airports and " facilities " by its national aircraft of the same type engaged in similar international services.

2. Fuel, lubricating oils, spare parts, regular equipment and general supplies intended solely for use by aircraft of the designated airlines of one of the Contracting Parties in international service and introduced into the territory of the other Contracting Party by or on behalf of the owner or operator of the aircraft or taken on board such aircraft in that territory for use therein, shall, on a basis of reciprocity, be accorded by the latter Contracting Party, with respect to the imposition of customs duties, inspection fees or other international charges and duties, treatment as favourable as that accorded to its national aircraft of the same type engaged in similar international services or to aircraft of the most-favoured nation.

3. Aircraft of the designated airlines of one of the Contracting Parties in international service, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board the said aircraft shall be exempt, in the territory of the other Contracting Party, from customs duties, inspection fees or other similar duties and charges, even though such supplies be consumed or used on flights over that territory.

4. The supplies listed in paragraph 3 of this article and enjoying the exemption defined therein may not be unloaded save with the approval of the customs authorities of the other Contracting Party. Where such supplies

are to be re-exported, they shall be kept, until re-exportation, under the customs supervision of the other Contracting Party but shall remain at the disposal of the owners or operators of the aircraft.

#### *Article 4*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall, throughout the period in which they are in force, be recognized as valid by the other Contracting Party for the operation of the agreed services.

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

#### *Article 5*

The aeronautical authorities of the two Contracting Parties shall settle by agreement, and on a basis of reciprocity, any question relating to the application of this Agreement and its annex and shall consult together from time to time with a view to ensuring that the principles and intentions of the Agreement are observed and implemented satisfactorily.

#### *Article 6*

1. If either Contracting Party considers it desirable to modify any clause of the Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. Any modification of the Agreement agreed upon between the said authorities shall come into effect after it has been confirmed by an exchange of diplomatic notes.

2. If the two Contracting Parties ratify or accede to a multilateral air convention, this Agreement shall be amended so as to conform with the provisions of such convention from the date of its entry into force as between them.

#### *Article 7*

(a) The Contracting Parties agree to submit to arbitration, in accordance with the normal rules of international law, any dispute relating to the interpretation and application of this Agreement or its annex which cannot be settled by direct negotiation.

(b) The Contracting Parties may by agreement settle the dispute by submitting it either to an arbitral tribunal or to any other person or body they may appoint.

(c) The Contracting Parties undertake to comply with any provisional measures which may be ordered in the course of the proceedings, and with the arbitral award, which shall in all cases be considered final.

#### *Article 8*

Either Contracting Party may denounce this Agreement at any time. The Agreement shall cease to have effect twelve months after the date of receipt of the notice of denunciation by the other Contracting Party, unless the notice is withdrawn by agreement between the two Contracting Parties before the expiry of this period.

#### *Article 9*

This Agreement and all other instruments intended to amplify or modify it shall be registered with the International Civil Aviation Organization.

### TITLE II

#### AGREED COMMERCIAL SERVICES

#### *Article 10*

The Government of the Kingdom of Thailand and the Government of the French Republic grant to each other the right to have the agreed services specified in the schedules of routes operated by one or more designated airlines.

#### *Article 11*

1. Each Contracting Party shall designate in writing to the other Contracting Party the airline or airlines responsible for operating the agreed services.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, without unjustified delay grant the requisite operating permit to the designated airline or airlines.

3. Each Contracting Party may require the airline or airlines designated by the other Contracting Party to furnish proof of capacity to fulfil the conditions prescribed under the laws and regulations normally applied by the first Contracting Party to the operation of international air services.

4. Each Contracting Party reserves the right to withhold from an airline designated by the other Contracting Party the operating permit referred to in paragraph 2 of this article or to revoke such permit on sufficient grounds whenever it considers that it has no proof that substantial ownership and

effective control of such airline are vested in nationals of that Contracting Party, or in case of failure by that airline to comply with the rules and regulations referred to in article 2 above or to perform its obligations under this Agreement.

### Article 12

1. It is understood that the airlines designated by each Contracting Party shall enjoy fair and equal opportunities to carry, on the agreed services, traffic originating in the territory of one Contracting Party and destined for the territory of the other Contracting Party, and that each of the designated airlines shall regard as additional any traffic not originating in or destined for the national territory of the said airline.

Where traffic originates in the territory of one Contracting Party and is destined for the territory of a third country or *vice versa*, the airline designated by the other Contracting Party must provide, for the carriage of such traffic, capacity which takes into account, so as not to affect it unduly, the prior interest of the first Contracting Party in such traffic.

2. The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transport on the agreed routes and each such service shall have as its primary objective the provision, at a reasonable load factor, of capacity adequate to satisfy the normal and reasonably foreseeable requirements for the carriage of passengers, cargo and mail originating in or destined for the territory of the Contracting Party which has designated the airline.

3. Provision for the carriage of passengers, cargo and mail from the territory of the other Contracting Party to a third country or *vice versa* shall be made in accordance with the general principles that capacity shall be related to :

- (a) traffic requirements from and to the territory of the Contracting Party which has designated the airline;
- (b) traffic requirements in the areas through which the airline passes, after taking account of other services established by airlines of the States situated in those areas; and
- (c) the requirements of through airline operation.

### Article 13

1. The tariffs to be charged on the agreed services operating on the Thai and French routes specified in this Agreement shall, so far as possible, be fixed by agreement between the designated Thai and French airlines.

These airlines shall proceed :

- (a) by applying any resolutions adopted under the tariff-fixing procedure of the International Air Transport Association (IATA); or
- (b) by direct agreement after consultation, where necessary, with any airlines of any third country operating on all or part of the same routes.

2. The tariffs so fixed shall be submitted to the aeronautical authorities of each Contracting Party for approval not less than thirty (30) days before the date laid down for their entry into force; in special cases this time-limit may be reduced, subject to the agreement of the said authorities.

3. Should the designated airlines fail to agree on the fixing of a tariff in accordance with paragraph 1 above, or should one of the Contracting Parties make known its dissatisfaction with the tariff submitted to it in accordance with the provisions of paragraph 2 above, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution.

In the last resort, the matter shall be referred to the arbitration provided for in article 7 of this Agreement.

Pending the announcement of the arbitral award, the Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariffs previously in force.

#### *Article 14*

Not less than fifteen days before their respective services are put into effective operation, the designated airlines shall notify the aeronautical authorities of the two Contracting Parties of the time-tables, itineraries and types of aircraft to be used. They shall likewise notify the authorities in the same manner of any subsequent change in these operations.

### TITLE III

#### FINAL PROVISIONS

#### *Article 15*

This Agreement shall enter into force on the date of its signature.

DONE at Bangkok on 26 February 1960, in duplicate in the Thai and French languages, both texts being equally authentic.

Th. KHOMAN

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## SCHEDULE OF ROUTES

(Any one or more of the points mentioned in the schedule of routes may be omitted at the option of the designated airlines.)

1. *Thai services*

From Thailand, via intermediate points in Burma, India, Pakistan, Afghanistan, Iran, the Middle and Near East and Europe, to Paris and beyond,

(a) to Spain and Portugal.

(b) via intermediate points to Canada and the United States.

2. *French services*

From France, via intermediate points in Europe, the Near and Middle East, Iran, Afghanistan, Pakistan, India, Burma, to Bangkok and beyond, via Cambodia and Viet-Nam,

(a) via intermediate points to Japan.

(b) via intermediate points to Australia, New Zealand and the French Pacific Territories.