

No. 5719

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

Agreement for air services (with annexes and exchange of letters). Signed at Madrid, on 20 July 1950

Exchanges of notes constituting agreements amending the above-mentioned Agreement. Madrid, 10 February 1951; London, 9 and 13 November 1954; Madrid, 16 March 1959 and Madrid, 5 February 1960

Official texts: English and Spanish.

Registered by the United Kingdom of Great Britain and Northern Ireland on 16 June 1961.

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

Accord relatif aux services aériens (avec annexes et échange de lettres). Signé à Madrid, le 20 juillet 1950

Échanges de notes constituant des accords modifiant l'Accord susmentionné. Madrid, 10 février 1951; Londres, 9 et 13 novembre 1954; Madrid, 16 mars 1959 et Madrid, 5 février 1960

Textes officiels anglais et espagnol.

Enregistrés par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 16 juin 1961.

No. 5719. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF SPAIN FOR AIR SERVICES. SIGNED AT MADRID, ON 20 JULY 1950

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Spain,

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories,

Have accordingly appointed the undersigned Plenipotentiaries, who, being duly authorised to that effect by their respective Governments, have agreed as follows :

Article 1

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

- (a) The term “aeronautical authorities” shall mean, in the case of the United Kingdom, the Minister of Civil Aviation and any person or body authorised to perform any functions presently exercised by the said Minister or similar functions, and, in the case of Spain, the Ministry of the Air and any person or body authorised to perform the functions presently exercised by the said Ministry or similar functions.
- (b) The term “designated airline” shall mean any air transport enterprise which one of the Contracting Parties has notified in writing to the other Contracting Party as an airline designated by it in accordance with Article 2 of the present Agreement for the routes specified in such notification.
- (c) The term “territory” in relation to a State shall mean all territories for the international relations of which that State is responsible and the territorial waters adjacent to such territories.
- (d) The term “air service” shall mean any scheduled air service performed by aircraft for the public transport of passengers, cargo or mail.

¹ Came into force provisionally on 20 July 1950, upon signature, and definitively on 15 January 1960, upon the exchange of the instruments of ratification, in accordance with article 18.

- (e) The term “ international air service ” shall mean an air service which passes through the air space over the territory of more than one State.
- (f) The term “ stop for non-traffic purposes ” shall mean any landing for any purpose other than taking on or discharging passengers, cargo or mail.

Article 2

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 by virtue of the present Agreement air services on the routes specified in the Schedule¹ to the present Agreement (hereinafter respectively referred to as “ the agreed services “ and “ the specified routes ”.)

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph (3) of this Article and of Article 3 of the present Agreement, without delay grant to the airline or airlines designated the appropriate operating authorisation.

3. Before granting an operating authorisation, 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 which they normally apply to the operations of commercial airlines.

4. 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.

5. Each Contracting Party, on prior notification to the other Contracting Party, shall, subject to the provisions of paragraphs 2, 3 and 4 above, have the right to substitute another airline or airlines for the airline or airlines designated to operate the agreed services, and to designate additional airlines.

Article 3

1. 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 rights specified in Article 7 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 it is not satisfied that substantial ownership and effective

¹ See p. 118 of this volume.

control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

2. Each Contracting Party shall have the right, after consultation with the other Contracting Party, to suspend the exercise by an airline of the rights specified in Article 7 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 the airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement.

Article 4

1. The charges which either of the Contracting Parties may impose, or permit to be imposed, on the designated airline or 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 any national airline of the first Contracting Party, or by the most favoured foreign airline, engaged in international air services.

2. Aircraft of the designated airline or airlines of one Contracting Party and fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores on board such aircraft on arrival in the territory of the other Contracting Party and retained on board on departure therefrom shall be exempt in that territory from all customs duties, inspection fees and similar national or local duties and charges.

3. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores, to which paragraph 2 does not apply, introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline or airlines and intended solely for use by or in the aircraft of those airlines shall, subject to compliance with normal Customs regulations, be accorded the following treatment by the first Contracting Party in respect of customs duties and charges :

- (a) in the case of fuel and lubricating oils taken on board aircraft in the said territory and remaining on board at the last airport of call before departure from that territory, exemption;
- (b) in the case of spare parts and regular aircraft equipment introduced into the said territory, exemption;
- (c) in the case of fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores not included under (a) or (b) above;

treatment not less favourable than that accorded to similar supplies introduced into the said territory, and intended for use by or in the aircraft of a national airline of the first Contracting Party, or of the most favoured foreign airline, engaged in international air services.

Article 5

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by any other State.

Article 6

1. The laws and regulations of one Contracting Party, relating to 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 aircraft of the designated airline or airlines of the other Contracting Party.

2. The laws and regulations of one Contracting Party, relating to the entry into or departure from its territory of passengers, crews or cargo of aircraft (such as regulations relating to police procedure, entry, clearance, immigration, emigration, passports, customs, quarantine, and exchange control), shall be applicable to the passengers, crew or cargo of the aircraft of the designated airline or airlines of the other Contracting Party while in the territory of the former Contracting Party.

3. Notwithstanding that a visa is normally required for the admission of foreigners into the territory of either Contracting Party, crew registered in the log-book of any aircraft operating an agreed service under this Agreement shall be exempted from the requirements of a visa provided they are nationals of one of the Contracting Parties and provided they are in possession of a valid passport and an identity document issued by the designated airline to which the aircraft belongs.

Article 7

1. Subject to the provisions of the present Agreement, the designated airlines of each Contracting Party shall enjoy in the territory of the other Contracting Party the following rights :

- (a) to fly their aircraft across the territory and to make stops in the said territory at the points specified in the Schedule to the present Agreement for non-traffic purposes; and
- (b) to make stops in the said territory at the points specified in the Schedule to the present Agreement for the purpose of taking on or setting down international traffic in passengers, mail or cargo destined for or coming from the places detailed in the specified routes.

2. Paragraph 1 of this Article shall not be deemed to confer on the designated airlines of one Contracting Party the right to take up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 8

1. The capacity offered by the designated airlines of the Contracting Parties shall be in direct relationship to the traffic requirements on the specified routes.

2. In applying the principle established in paragraph 1 of this Article :

- (a) the air services operated by a designated airline shall have as their primary objective the provision at a reasonable load factor of capacity corresponding to current and reasonably expected requirements of the airline for the transport of international air traffic coming from or destined for the territory of the Contracting Party designating the airline;
- (b) the capacity provided under the above sub-paragraph (a) may be increased by complementary capacity for the transport of international air traffic coming from or destined for points on the specified routes situated in States other than that of the Contracting Party designating the airline. Such complementary capacity shall be related to the traffic requirements of the areas through which the route passes after taking account of the special position of the air transport services of the States referred to above insofar as such services carry on all or part of the specified routes international air traffic from or destined for their territories.

3. In the development of long distance routes established to meet the needs of the public for such routes the development of the regional and local services shall not be unduly affected. Without prejudice to the provisions of the present Agreement the primary importance to the Contracting Parties of the development of their regional and local services shall be recognised.

4. The aeronautical authorities of the Contracting Parties shall consult together at the request of either of them with the object of examining the manner in which the provisions of the present Agreement are carried out by the designated airlines of the Contracting Parties and to ensure that the interests of their regional and local services as well as their long distance services shall not be prejudiced.

Article 9

The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request—

- (a) such traffic statistics as may be appropriate for the purpose of reviewing the frequency and capacity of the agreed services; and
- (b) such periodic statements as may be reasonably required relating to the traffic carried by its designated airlines on services to, from or through the territories of the other Contracting Party, including information concerning the origin and destination of such traffic.

Article 10

1. The tariffs on any agreed service 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 for any part of the specified route. These tariffs shall be determined in accordance with the following provisions of this Article.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned, in consultation with other airlines operating over the whole or part of that route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

3. In the event of disagreement between the designated airlines concerning the tariffs, the aeronautical authorities of the Contracting Parties shall endeavour to determine them by agreement between themselves.

4. If the aeronautical authorities of the Contracting Parties cannot secure agreement, the dispute shall be settled in accordance with the provisions of Article 12 of the present Agreement.

5. Each Contracting Party shall, within the limits of its legal powers, ensure that no new or revised tariff shall come into effect as long as the aeronautical authorities of either Contracting Party are dissatisfied with it.

Article 11

The Postal Administrations of both Contracting Parties shall enter into an agreement for the transport of air mail within the regulations of the international conventions in force on the matter.

Article 12

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, they shall in the first place endeavour to settle it by negotiation between themselves.

2. If they fail to reach a settlement by negotiation, the dispute shall (unless they agree to refer it to some other person or body) be referred for decision to an arbitral tribunal consisting of a Chairman and two members. Each Contracting Party shall appoint one member of the arbitral tribunal, and the Chairman shall be chosen by the two members so appointed.

3. Both parties undertake to comply with any decision given under paragraph 2 above.

Article 13

The aeronautical authorities of the Contracting Parties, within the limits imposed by their obligations under multilateral agreements to which they are parties, will use their best endeavours to reach agreement upon the minimum facilities to be offered reciprocally at airports and elsewhere on the specified routes, covering such matters as air navigation facilities, exchange of information, units of measure and language to be used or code keys.

Article 14

If either of the Contracting Parties considers it desirable in any way to modify the terms of the present Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, and such consultation shall begin within 60 days from the date of the request. When the aforesaid aeronautical authorities agree to modifications to the present Agreement, such modifications shall come into effect when they have been confirmed by an Exchange of Notes through the diplomatic channel.

Article 15

The present Agreement supersedes any permissions, privileges or concessions already in existence at the time of its entry into force which have been granted for any reason by either of the Contracting Parties in favour of the air transport companies of the other Contracting Party.

Article 16

If a multilateral air navigation convention ratified by both Contracting Parties enters into effect, this Agreement shall be amended to conform with such convention.

Article 17

The present Agreement shall terminate 180 days after the date of receipt by one Contracting Party from the other Contracting Party of notice to terminate, unless the notice is withdrawn by agreement before the expiry of this period.

Article 18

The present Agreement shall enter provisionally into force on the date of signature, and definitively into force on ratification.

If instruments of ratification are not exchanged within one year from the date of signature, either Contracting Party may terminate the provisional application of this Agreement by giving three months' notice in writing to the other Contracting Party.

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

DONE this twentieth day of July, 1950 in duplicate at Madrid in the English and Spanish languages, both texts being equally authentic.

For the Government
of Spain :

FERRER

[L. S.]

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

R. M. A. HANKEY
W. C. G. CRIBBETT

[L. S.]

SCHEDULE I

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

- (1) London–Bordeaux–Madrid–Gibraltar.
- (2) London–Barcelona–Gibraltar.
- (3) London–Palma–Gibraltar.
- * (4) Gibraltar–Seville–Lisbon.
- (5) Gibraltar–Malaga.
- (6) Gibraltar–Granada.
- (7) Gibraltar–Tetuan.
- (8) London–Madrid–Dakar–Natal–Rio and/or São Paulo–Montevideo–Buenos Aires–Santiago.

* No traffic rights to be exercised between Seville and Lisbon.

The designated airline or airlines of the United Kingdom may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in United Kingdom territory.

FERRER

R. M. A. HANKEY
W. C. G. CRIBBETT

SCHEDULE II

Routes to be operated by the designated airline or airlines of Spain

- (1) Tetuan–Gibraltar–Madrid–Paris–London.
- (2) Barcelona–Paris–London.
- (3) Malaga–Gibraltar–Seville–Lisbon.
- (4) Malaga–Gibraltar–Tetuan.
- † (5) Canary Islands–Freetown–Accra–Spanish Guinea.
- (6) Madrid–Lisbon–Azores–Bermuda–Puerto Rico–Caracas.
- (7) Madrid–Lisbon–Azores–Bermuda–Miami, thence (a) Mexico City, and (b) Havana, points in the Caribbean and the West Coast of South America.

† No traffic rights to be exercised at Freetown and Accra.

The designated airline or airlines of Spain may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Spanish territory.

FERRER

R. M. A. HANKEY
W. C. G. CRIBBETT

EXCHANGE OF LETTERS

I

The Spanish Under-Secretary for Foreign Economics and Commerce to His Majesty's Chargé d'Affaires at Madrid

Madrid, 20th July, 1950

Your Excellency :

With reference to routes 1 and 7 of Schedule I of the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Spain for air services between and beyond their respective territories signed to-day¹ at Madrid, I have the honour to request your confirmation that the designated airlines of the United Kingdom will not, in virtue of the grant of rights between Madrid and Gibraltar and between Gibraltar and Tetuan, be entitled to pick up traffic at either point in Spanish territory where the clear purpose of the journey is to convey the traffic to the other point in Spanish territory.

I have the honour also to request your confirmation that, in view of the participation of Spain in the administration of Tangier, the designated airlines of the United Kingdom will not carry traffic between Madrid and Tangier where the journey is completed in one day.

I avail, etc.

FERRER

II

His Majesty's Chargé d'Affaires at Madrid to the Spanish Under-Secretary for Foreign Economics and Commerce

Madrid, 20th July, 1950

Your Excellency :

I have the honour to acknowledge the receipt of your letter of to-day's date concerning the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Spain for air services between and beyond their respective territories signed to-day in Madrid and to inform you that the Government of the United Kingdom agrees to your proposal that the designated airlines of the United Kingdom will not, in virtue of the grant of rights between Madrid and Gibraltar and between Gibraltar and Tetuan, be entitled to pick up traffic at either point in

¹ See p. 102 of this volume.

Spanish territory where the clear purpose of the journey is to convey the traffic to the other point in Spanish territory.

I also have the honour to inform you that the Government of the United Kingdom agrees to your proposal that in view of the participation of Spain in the administration of Tangier, the designated airlines of the United Kingdom will not carry traffic between Madrid and Tangier where the journey is completed in one day.

I avail, etc.

R. M. A. HANKEY

III

His Majesty's Chargé d'Affaires at Madrid to the Spanish Under-Secretary for Foreign Economics and Commerce

Your Excellency :

Madrid, 20th July, 1950

With reference to routes 1, 3 and 4 of Schedule II of the Air Services Agreement between the Government of the United Kingdom and the Government of Spain, signed to-day at Madrid, I have the honour to inform you that since Gibraltar is a military airfield its use by civil aircraft may at any time be limited or terminated when military considerations so require.

I avail, etc.

R. M. A. HANKEY

IV

The Spanish Under-Secretary for Foreign Economics and Commerce to His Majesty's Chargé d'Affaires at Madrid

Your Excellency :

Madrid, 20th July, 1950

In reply to your letter of to-day's date regarding routes 1, 3 and 4 of Schedule II of the Air Services Agreement between the Government of Spain and the Government of the United Kingdom, signed to-day at Madrid, I have the honour to inform you that the Government of Spain agree that since Gibraltar is a military airfield its use by civil aircraft may at any time be limited or terminated when military considerations so require.

I avail, etc.

FERRER

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND AND SPAIN
AMENDING THE SCHEDULE OF ROUTES ANNEXED
TO THE AIR SERVICES AGREEMENT OF 20 JULY 1950.²
MADRID, 10 FEBRUARY 1951

I

*His Majesty's Chargé d'Affaires at Madrid to the Spanish Minister for
Foreign Affairs*

BRITISH EMBASSY

Madrid, February 10, 1951

Your Excellency,

I have the honour to refer to our recent communications concerning an amendment of Schedule 1 to the Agreement signed on the 20th of July, 1950,³ between the Government of the United Kingdom and the Government of Spain for Air Services and to propose that Recife (Pernambuco) should be substituted for Natal in Route 8 of that Schedule.

2. If the Spanish Government confirm their acceptance of the above proposal, I have the honour to suggest that your Excellency's reply to that effect, and the present Note shall be regarded as constituting an agreement between our two Governments amending the Agreement of the 20th July, 1950, with effect from the 1st November, 1950.

I take, etc.

R. M. A. HANKEY

¹ Came into force on 10 February 1951, with effect from 1 November 1950, in accordance with the provisions of the said notes.

² See p. 102 of this volume.

I have the honour to inform you that the Spanish Government agrees with the proposal that Recife (Pernambuco) should be substituted for Natal in Route 8 of Schedule 1 of the Air Agreement of the 20th of July, 1950, between the Government of Spain and the Government of the United Kingdom.

I take, etc.

Alberto MARTÍN ARTAJO

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND AND SPAIN
AMENDING THE SCHEDULE OF ROUTES ANNEXED
TO THE AIR SERVICES AGREEMENT OF 20 JULY 1950.²
LONDON, 9 AND 13 NOVEMBER 1954

I

The Spanish Ambassador at London to the Secretary of State for Foreign Affairs

[SPANISH TEXT — TEXTE ESPAGNOL]

EMBAJADA DE ESPAÑA EN LONDRES

9 de Noviembre de 1954

No. 311

Señor Ministro

Tengo la honra de referirme al Acuerdo firmado en Madrid el 20 de Julio de 1950, entre el Gobierno de España y el Gobierno del Reino Unido, con el fin de establecer Servicios Aéreos entre sus respectivos territorios y más allá de los mismos, y de informarle que el Gobierno de España propone que la siguiente ruta sea añadida al Cuadro II anejo a ese Acuerdo :

(8) Palma de Mallorca-Londres.

Si esta propuesta le es aceptable al Gobierno del Reino Unido y de Irlanda del Norte, tengo la honra de sugerir que esta Nota y la contestación de Vuestra Excelencia en el mismo sentido, se consideren como constituyendo un Acuerdo entre los dos Gobiernos en esta materia que entrará en vigor inmediatamente.

Aprovecho, etc.

PRIMO DE RIVERA

¹ Came into force on 13 November 1954 by the exchange of the said notes.

² See p. 102 of this volume.

[TRANSLATION¹ — TRADUCTION²]

SPANISH EMBASSY

No. 311

9th November, 1954

Monsieur le Ministre,

I have the honour to refer to the Agreement signed at Madrid on the 20th July, 1950,³ between the Government of the United Kingdom and the Government of Spain for the purpose of establishing Air Services between and beyond their respective territories and to inform you that the Government of Spain propose that the following route be added to Schedule II to that Agreement :

(8) Palma de Mallorca-London.

If this proposal is acceptable to the Government of the United Kingdom and Northern Ireland I have the honour to suggest that this Note and your Excellency's reply in that sense be regarded as constituting an agreement between the two Governments in this matter which shall enter into force immediately.

I avail, etc.

PRIMO DE RIVERA

II

The Secretary of State for Foreign Affairs to the Spanish Ambassador at London

FOREIGN OFFICE

November 13, 1954

Your Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note No. 311 of November 9, 1954, which reads as follows :

[*See note I*]

In reply I have the honour to inform you that this proposal is acceptable to the Government of the United Kingdom who will regard your Note and this reply as constituting an agreement between the two Governments which shall enter into force immediately.

I have, etc.

For the Secretary of State :

E. H. PECK

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

³ See p. 102 of this volume.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND AND SPAIN
AMENDING THE SCHEDULE OF ROUTES ANNEXED
TO THE AGREEMENT OF 20 JULY 1950.² MADRID,
16 MARCH 1959

I

Her Majesty's Ambassador at Madrid to the Spanish Minister for Foreign Affairs

BRITISH EMBASSY
MADRID

March 16, 1959

Your Excellency,

I have the honour to refer to the discussions which took place in November last between representatives of the Aeronautical Authorities of the United Kingdom of Great Britain and Northern Ireland and of Spain regarding the Air Services Agreement signed at Madrid on the 20th of July, 1950,² and the subsequent Exchanges of Notes signed at Madrid on the 10th of February, 1951,³ and at London on the 9th-13th of November, 1954.⁴ During these discussions it was agreed in principle that the revised Schedules set out in the Annex⁵ to the present Note should be substituted for the Schedules to the said Agreement as amended by the said Exchanges of Notes.

I now have the honour to inform Your Excellency that the revised Schedules are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland and, if they are also acceptable to the Government of Spain, to propose that the present Note, together with its Annex and Your Excellency's reply in that sense, should be regarded as constituting an agreement between the two Governments, which shall take effect immediately.

I avail, etc.

Ivo MALLET

¹ Came into force on 16 March 1959 by the exchange of the said notes.

² See p. 102 of this volume.

³ See p. 124 of this volume.

⁴ See p. 127 of this volume.

⁵ See p. 130 of this volume.

ANNEX

REVISED ROUTE SCHEDULES

In the English language :

SCHEDULE I

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

- (1) Points in United Kingdom territory—Madrid.
- (2) London—Barcelona.
- (3) London—Palma de Mallorca.
- (4) London—Valencia.
- (5) Manchester—Barcelona.
- (6) Manchester—Palma de Mallorca.
- (7) London—Bordeaux*—Bilbao.
- (8) London—Bordeaux*—Santander.
- (9) Jersey—Bilbao.
- †(10) London—Madrid—Lisbon—Dakar—Natal or Recife—Rio de Janeiro—São Paulo—Montevideo—Buenos Aires—Santiago.
- ‡(11) London—Lisbon—Las Palmas—Dakar—Bathurst—Freetown—Accra.
- §(12) London—Frankfurt—Barcelona—Tripoli—Kano—Accra or Lagos—Leopoldville or Brazzaville or Nairobi—Salisbury—Johannesburg.

* Technical stop only.

† No traffic rights to be exercised between Madrid and Lisbon.

‡ No traffic rights to be exercised between London and Las Palmas or between Lisbon and Las Palmas.

§ No traffic rights to be exercised between London and Barcelona or between Frankfurt and Barcelona.

The designated airline or airlines of the United Kingdom may on any or all flights omit calling at any of the above points, provided that the agreed services on those routes begin at a point in United Kingdom territory.

SCHEDULE II

Routes to be operated by the designated airline or airlines of Spain

- (1) Madrid—London.
- (2) Barcelona—London.
- (3) Palma de Mallorca—London.

- (4) Valencia-London.
- (5) Barcelona-Manchester.
- (6) Palma de Mallorca-Manchester.
- (7) Bilbao-London.
- (8) Santander-London.
- (9) Bilbao-Jersey.
- (10) Madrid and/or Las Palmas-Monrovia or Niamey-Accra or Lagos or Kano-Santa Isabel and/or Bata.
- (11) Madrid-Lisbon-Azores and/or Las Palmas-Bermuda or Nassau-Havana and/or Mexico City and/or points beyond in Central and South America.

The designated airline or airlines of Spain may on any or all flights omit calling at any of the above points, provided that the agreed services on those routes begin at a point in Spanish territory.

II

The Spanish Minister for Foreign Affairs to Her Majesty's Ambassador at Madrid

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE ASUNTOS EXTERIORES

Madrid, 16 de marzo de 1959

Señor Embajador :

Tengo la honra de acusar recibo a Vuestra Excelencia de su carta del día de hoy que dice como sigue :

« Tengo el honor de referirme a las negociaciones que tuvieron lugar en Madrid en el pasado mes de noviembre, entre representantes de las Autoridades Aeronáuticas de España y del Reino Unido de la Gran Bretaña e Irlanda del Norte, sobre el Convenio relativo a servicios aéreos firmado en Madrid el 20 de julio de 1950 y a los posteriores Canjes de Notas firmados en Madrid el 10 de febrero de 1951 y en Londres el 9 y 13 de noviembre de 1954. Durante dichas negociaciones se acordó en principio que los Cuadros de Rutas incluidos en el Anejo a la presente Nota sustituyan a los Cuadros de Rutas del citado Convenio revisados por los mencionados Canjes de Notas.

« Tengo el honor ahora de informar a Vuestra Excelencia que los Cuadros de Rutas revisados son aceptados por el Gobierno del Reino Unido de la Gran Bretaña e Irlanda del Norte si lo son asimismo por el

CUADRO DE RUTAS NÚM. 2

Rutas a explotar por la empresa o empresas designadas de España

- (1) Madrid-Londres.
- (2) Barcelona-Londres.
- (3) Palma-Londres.
- (4) Valencia-Londres.
- (5) Barcelona-Manchester.
- (6) Palma-Manchester.
- (7) Bilbao-Londres.
- (8) Santander-Londres.
- (9) Bilbao-Jersey.
- (10) Madrid y/o Las Palmas-Monrovia o Niamey-Accra o Lagos o Kano-Santa Isabel y/o Bata.
- (11) Madrid-Lisboa-Azores y/o Las Palmas-Bermudas o Nassau-La Habana y/o México y/o puntos más allá en América Central y América del Sur.

La empresa o empresas aéreas designadas de España, podrán, en uno o en todos los vuelos, no realizar escalas en los puntos antes mencionados, con tal de que los servicios convenidos de estas rutas empiecen en un punto del territorio español.

[TRANSLATION¹ — TRADUCTION²]

Madrid, March 16th, 1959

Mr. Ambassador,

I have the honour to acknowledge receipt of Your Excellency's letter of today's date which reads as follows :

[See note I]

On communicating to Your Excellency the Spanish Government's acceptance of the changes established in the Annex to your Note and in the Annex to this letter,³ I have the honour to inform you that both these letters and their respective Annexes constitute an Agreement between the two Governments of immediate effect on the matter.

I beg Your Excellency to accept, etc.

Fernando CASTIELLA

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

³ See annex, note I.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND AND SPAIN
AMENDING THE SCHEDULE OF ROUTES ANNEXED
TO THE AGREEMENT OF 20 JULY 1950.² MADRID,
5 FEBRUARY 1960

I

Her Majesty's Ambassador at Madrid to the Spanish Minister for Foreign Affairs

BRITISH EMBASSY
MADRID

February 5, 1960

Your Excellency,

I have the honour to refer to the recent correspondence between representatives of the Aeronautical Authorities of the Government of the United Kingdom of Great Britain and Northern Ireland and of the Government of Spain regarding the Air Services Agreement signed at Madrid on the 20th of July, 1950,² as amended by the Notes exchanged at Madrid on the 10th of February, 1951,³ at London on the 9th and the 13th of November, 1954,⁴ and at Madrid on the 16th of March, 1959.⁵ In this correspondence it was agreed in principle that the designated airline of the United Kingdom for Route (5) of Schedule I of the revised route schedules annexed to the Exchange of Notes of the 16th of March, 1959 should be allowed additionally to take on or set down traffic at Birmingham.

I now, therefore, propose to Your Excellency that Route (5) of Schedule I of the said revised route schedules be amended to read as follows :

“ (5) Manchester–Birmingham–Barcelona. ”

If this proposal is acceptable to the Government of Spain, I have the honour to suggest that this Note and Your Excellency's reply in that sense should be regarded as constituting an Agreement between the two Governments in this matter, which shall take effect immediately.

I avail, etc.

Ivo MALLET

¹ Came into force on 5 February 1960 by the exchange of the said notes.

² See p. 102 of this volume.

³ See p. 124 of this volume.

⁴ See p. 127 of this volume.

⁵ See p. 129 of this volume.

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN AFFAIRS

Madrid, February 5, 1960

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's letter of to-day's date which reads as follows :

[*See note I*]

On informing Your Excellency of the acceptance by the Spanish Government of the amendment specified in your Note and in this letter, I have the honour to inform you that both constitute an Agreement between our two Governments, which shall take effect immediately.

I beg your Excellency to accept, etc.

Fernando CASTIELLA

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.