

No. 5532

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

**Agreement (with annex) concerning civil air transport.
Signed at Warsaw, on 2 July 1960**

Official texts: English and Polish.

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

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

**Accord (avec annexe) relatif aux transports aériens civils.
Signé à Varsovie, le 2 juillet 1960**

Textes officiels anglais et polonais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
16 janvier 1961.*

No. 5532. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF POLAND CONCERNING CIVIL AIR TRANSPORT. SIGNED AT WARSAW, ON 2 JULY 1960

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the People's Republic of Poland;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;²

Desiring to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing air services between their respective territories,

Have agreed as follows :

Article 1

For the purpose of the present Agreement, and of the Annex³ thereto, unless the context otherwise requires :

- (a) the term " the Convention " means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;
- (b) the term " aeronautical authorities " means, in the case of the United Kingdom, the Minister of 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 People's Republic of Poland the Minister of Communications and any person or body authorised to perform any functions at present exercised by the said Minister or similar functions;
- (c) the term " designated airline " means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement;

¹ Came into force on 25 October 1960, the day of an exchange of notes confirming that the constitutional requirements necessary for approval of the Agreement by both Contracting Parties had been fulfilled, in accordance with article 17.

² United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346; Vol. 51, p. 336; Vol. 139, p. 469; Vol. 178, p. 420; Vol. 199, p. 362; Vol. 252, p. 410; Vol. 324, p. 340, and Vol. 355, p. 418.

³ See p. 102 of this volume.

- (d) the term “territory” has the meaning assigned to it in Article 2 of the Convention and the terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention.

Article 2

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in the Annex thereto. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes; and
- (c) to take up and to put down passengers, cargo and mail at any point on the specified routes subject to the provisions contained in the Annex to the present Agreement.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking 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 3

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the specified routes. This delegation shall be notified in writing by one Contracting Party to the other Contracting Party.

2. On receipt of the notification, 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 authorisations.

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 to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph 2 of this Article, or to impose

such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorised under paragraph 2 of this Article, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 8 of the present Agreement is in force in respect of that service.

Article 4

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by an airline designed by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :

- (a) 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 such Contracting Party; or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights; or
- (c) in case the airline otherwise fails to comply with the provisions of the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes.

2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the designated 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 specified 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 up 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.

4. The commercial conditions of the agreed services shall be agreed between the designated airlines.

5. The agreement referred to in paragraph 4 of this Article shall be subject to the approval of the aeronautical authorities of the Contracting Parties if that is required under the national regulations of either Contracting Party or if the aeronautical authorities of either Contracting Party so require.

Article 6

1. Aircraft operated on an international air service by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment, supplies and stores remain on board the aircraft up to such times as they are re-exported.

2. There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed :

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and destined for use on board outbound aircraft operated on an international air service by the designated airlines of the other Contracting Party;

- (b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft operated on an international air service by the designated airlines of the other Contracting Party;
- (c) fuel and lubricants destined to supply outbound aircraft operated on an international air service by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Materials referred to in paragraphs 1 and 2 of this Article shall be kept under Customs control.

Article 7

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft operated on an international air service by the designated airlines of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they shall be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of under authorisation of the appropriate customs authorities.

Article 8

1. The tariffs to be charged by the designated 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 and the tariffs of other lines.

2. The tariffs referred to in paragraph 1 of this Article, together with the rates of agency commission applicable, shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least sixty (60) days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of

paragraph 2 of this Article, or if during the first thirty (30) days of the sixty (60) 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. No tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

6. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 9

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 and 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.

Article 10

In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto.

Article 11

The designated airlines of each Contracting Party shall be free to remit to their head offices in pounds sterling at the official rates of exchange the surplus of their earnings over their expenditure in the country of the other Contracting Party. The procedure for remittance shall be in accordance with the currency regulations of each Contracting Party.

Article 12

1. Either Contracting Party may at any time propose to the other Contracting Party any amendment which it considers desirable to make to the present Agreement.

2. If the aeronautical authorities of either Contracting Party consider it desirable to amend the Annex to the present Agreement the aeronautical authorities of both Contracting Parties may agree upon any such amendment.

3. In order to consider any such proposed amendments, consultation or negotiation may take place between the Contracting Parties or the aeronautical authorities as appropriate.

4. Any amendments to the present Agreement or to its Annex pursuant to paragraphs 1 or 2 of this Article shall come into effect when confirmed by an Exchange of Notes between the Contracting Parties.

Article 13

Any consultation or negotiation between the Contracting Parties or their aeronautical authorities for which provision is made in the present Agreement shall begin within a period of sixty (60) days of the date of the presentation of the request for such consultation or negotiation unless the Contracting Parties or their aeronautical authorities as appropriate agree to an extension of this period.

Article 14

If any dispute arises relating to the interpretation or application of the present Agreement and of the Annex thereto, the aeronautical authorities of the Contracting Parties shall in the first place endeavour to settle it by negotiation. If their aeronautical authorities fail to settle the dispute by such negotiation, it shall be referred to the Contracting Parties.

Article 15

Either Contracting Party may at any time give notice to the other Contracting Party 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.

Article 16

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

Article 17

The present Agreement shall be approved according to the constitutional requirements obtaining in the country of each Contracting Party and shall come

into force on the day of an Exchange of Notes confirming that these requirements have been fulfilled. The provisions of the present Agreement 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 Warsaw this second day of July 1960 in the English and Polish languages, both texts being equally authoritative.

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

For the Government
of the People's Republic
of Poland :
J. RUSTECKI

A N N E X

SCHEDULE I

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

London—one intermediate point as desired—Berlin—Warsaw—Moscow (without traffic rights between Warsaw and Moscow).

The designated airline or airlines of the United Kingdom may on all or any 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.

SCHEDULE II

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

Warsaw—Berlin—one intermediate point as desired—London—Dublin.

The designated airline or airlines of the People's Republic of Poland may on all or any flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Polish territory.