

No. 5996

**BELGIUM
and
SWITZERLAND**

**Agreement concerning air services (with annex). Signed
at Berne, on 24 March 1960**

Official text: French.

Registered by Belgium on 12 December 1961.

**BELGIQUE
et
SUISSE**

**Accord relatif aux services aériens (avec annexe). Signé à
Berne, le 24 mars 1960**

Texte officiel français.

Enregistré par la Belgique le 12 décembre 1961.

[TRANSLATION — TRADUCTION]

No. 5996. AGREEMENT¹ CONCERNING AIR SERVICES
BETWEEN BELGIUM AND SWITZERLAND. SIGNED
AT BERNE, ON 24 MARCH 1960

The Government of Belgium and the Swiss Federal Council,
Desiring to develop international co-operation in the field of air transport as far as possible,

And desiring to conclude an agreement for the establishment of air services between and beyond the territories of their respective countries,

Have appointed their plenipotentiaries who, having been duly authorized for this purpose, have agreed as follows :

Article 1

(a) For the purpose of operating the international air services specified in the annex² to this Agreement, the Contracting Parties grant each other, subject to the provisions of this Agreement, the following rights :

1. The right to fly, without landing, over the territory of the other Contracting Party;
2. The right to make non-traffic stops in the said territory ;
3. The right to pick up and set down in the said territory, at the points specified in the annex, international traffic in passengers, mail and cargo.

(b) Each Contracting Party shall designate an airline to operate the agreed services.

Article 2

(a) Subject to the provisions of article 8 hereunder each Contracting Party will issue the necessary operating permit without delay to the designated airline of the other Contracting Party.

(b) However, before being authorized to inaugurate the agreed services, the designated airline may be required to satisfy the aeronautical authority of the other Contracting Party that it fulfils the conditions prescribed by the laws and regulations normally applicable by that authority to the operation of international air services.

¹ Applied provisionally from 24 March 1960, the date of signature, and came into force definitively on 27 November 1961, the date on which its ratification was mutually notified by an exchange of notes, in accordance with article 14. This Agreement is not applicable to Ruanda-Urundi.

² See p. 91 of this volume.

Article 3

(a) The capacity offered by the designated airlines shall be adapted to traffic requirements.

(b) The designated airlines shall enjoy fair and equal opportunity to operate the agreed services between the territories of the Contracting Parties.

(c) In the operation of common routes, the designated airlines shall take their mutual interests into account so as not to affect unduly their respective services.

(d) The agreed services shall have as their essential purpose the provision of capacity adequate to meet the traffic requirements between the country of the airline and the countries of destination.

(e) The right to pick up and the right to set down in the territory of either Contracting Party, at the points specified in the schedules annexed hereto, international traffic destined for or coming from third countries shall be exercised in accordance with the general principals of orderly development to which the two Contracting Parties subscribe, and in such a manner that capacity shall be related to :

1. The requirements of traffic coming from or destined for the territory of the Contracting Party which designated the airline ;
2. The requirements of economic operation of the agreed services ;
3. The traffic requirements of the areas through which the airlines pass, local and regional services being taken into account.

Article 4

Tariffs for all agreed services shall be fixed at reasonable levels, regard being paid to all relevant factors, including cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines operating over all or part of the same route. Tariffs shall be fixed in accordance with the following provisions :

1. The tariffs shall, if possible, be fixed by agreement between the designated airlines, after consultation with other airlines operating over all or part of the same route. The agreement shall be reached, so far as possible, within the framework of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties. If the aeronautical authorities of either Contracting Party do not approve these tariffs, they shall notify the aeronautical authorities of the other Contracting Party in writing within fifteen days following communication of the tariffs or within another period to be agreed upon.
2. If the designated airlines fail to agree or if the tariffs are not approved by the aeronautical authorities of either Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to reach agreement on the tariffs to be fixed.

3. In the last resort, the dispute shall be referred to arbitration as provided for in article 9 hereunder.
4. The tariffs already established shall remain in force until new tariffs are fixed in accordance with this article or with article 9.

Article 5

Each Contracting Party undertakes to enable the other Contracting Party to transfer freely, at the official rate, the net income accruing in its territory in connexion with the carriage of passengers, baggage, mail and cargo by the designated airline of the other Contracting Party. In all cases where payments between the Contracting Parties are regulated by a special agreement, that agreement shall apply.

Article 6

(a) Fuel and spare parts introduced into or taken on board in the territory of one Contracting Party by the designated airline of the other Contracting Party and intended solely for use by the aircraft of that airline shall be exempt from import duties.

(b) Aircraft employed by the designated airline of one Contracting Party on the agreed services and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties and other similar duties and charges, even though such supplies be used or consumed on flights over that territory.

Article 7

(a) The laws and regulations of one Contracting Party governing the entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft above its territory shall apply to the designated airline of the other Contracting Party.

(b) The laws and regulations of one Contracting Party governing the entry into, stay in and departure from its territory of passengers, crews, mail or cargo, such as those relating to formalities, immigration, passports, customs and quarantine, shall apply to passengers, crews, mail or cargo carried by the aircraft of the designated airline of the other Contracting Party while within that territory.

(c) Passengers in transit across the territory of one Contracting Party shall be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other charges.

(d) Each Contracting Party undertakes not to grant any preference to its own airlines over the designated airline of the other Contracting Party in the application of regulations relating to customs, visas, immigration, quarantine, currency control or other regulations affecting air transport.

Article 8

Each Contracting Party reserves the right to withhold an operating permit from the designated airline of the other Contracting Party or to revoke such a permit in any case where it is not satisfied that preponderant ownership and effective control of that airline are vested in the other Contracting Party or its nationals or in case of failure by the airline to comply with the laws and regulations or to fulfil its obligations under this Agreement.

Article 9

(a) The Contracting Parties shall submit to arbitration any dispute relating to the interpretation or application of this Agreement or of its annex which cannot be settled by direct negotiation.

(b) The Contracting Parties shall designate for this purpose a special arbitral tribunal or any other person or body.

(c) If the Contracting Parties fail to reach agreement in this matter or if, having agreed to refer the dispute to an arbitral tribunal, they are not in agreement as to its composition, either Contracting Party may refer the dispute for decision to the International Court of Justice.

(d) The Contracting Parties undertake to comply with any decision given under this article.

(e) The arbitral tribunal shall allocate the costs of the arbitration procedure.

Article 10

This Agreement and any subsequent arrangement shall be registered with the International Civil Aviation Organization.

Article 11

This Agreement and its annex shall be brought into harmony with any multi-lateral convention which may become binding on the Contracting Parties.

Article 12

(a) The aeronautical authorities of the Contracting Parties shall, in a spirit of close collaboration, consult together from time to time in order to ensure that the

principles of this Agreement are being applied and its purposes achieved satisfactorily.

(b) Modifications of the annex to this Agreement may be agreed upon between the aeronautical authorities of the Contracting Parties.

(c) The aeronautical authorities of the Contracting Parties shall supply to each other on request such periodical statistics or other similar information as may be necessary to determine the volume of traffic carried on the agreed services.

Article 13

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement ; such notice shall be given simultaneously to the International Civil Aviation Organization. If such notice is given, the Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiration of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article 14

This Agreement shall be ratified. It shall be applied provisionally as from the date of signature and shall enter into force on the date on which its ratification is mutually notified by an exchange of diplomatic notes.

DONE at Berne, on 24 March 1960, in duplicate, in the French language.

For the Government of Belgium :

F. SEYNAEVE

For the Swiss Federal Council :

M. PETITPIERRE

A N N E X

SCHEDULE I

Services which may be operated by the Swiss airline

Points in Switzerland—Points in Belgium in both directions.

SCHEDULE II

Services which may be operated by the Belgian airline

Points in Belgium—Points in Switzerland in both directions.