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No. 6034

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

**Agreement (with annex) concerning civil aviation. Signed  
at London, on 25 October 1960**

*Official texts: English and Hungarian.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 19 January  
1962.*

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

**Accord (avec annexe) relatif à l'aviation civile. Signé à  
Londres, le 25 octobre 1960**

*Textes officiels anglais et hongrois.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 19 janvier  
1962.*

No. 6034. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC CONCERNING CIVIL AVIATION. SIGNED AT LONDON, ON 25 OCTOBER 1960

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

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 I*

(1) For the purposes of the present Agreement :

- (a) 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 Hungarian People's Republic, the Director General of the Board of Civil Aviation of the Ministry of Communications and Posts, and any person or body authorised to perform any functions at present exercised by the said Director General or similar functions ;
- (b) the term "territory" in relation to a State means the land areas and territorial waters adjacent thereto, including the airspace above them, under the sovereignty, protection or trusteeship of that State ;
- (c) the term "air service" means any scheduled air service performed by aircraft for public transport of passengers, mail or cargo ;
- (d) the term "international air service" means an air service which passes through the airspace over the territory of more than one State ;
- (e) the term "airline" means any air transport enterprise operating an international air service ;

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<sup>1</sup> Came into force on 3 May 1961, upon an exchange of notes confirming that the constitutional requirements of each Contracting Party had been fulfilled, in accordance with article XIX.

(f) the term "designated airline" means an airline which has been designated and authorised by the aeronautical authorities of the Contracting Parties in accordance with Article III of the present Agreement.

(2) The Annex<sup>1</sup> to this Agreement shall be deemed to be part of the Agreement and all references to the Agreement shall be deemed to include references to the Annex, except where otherwise expressly provided.

### *Article II*

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the Annex to the present Agreement for the purpose of establishing scheduled international air services (hereinafter referred to as "the agreed services") on the routes specified in the appropriate Part of the Annex to the present Agreement (hereinafter referred to as "the specified routes").

(2) Nothing in paragraph (1) of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of carrying cabotage traffic, that is to say, 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 III*

(1) The aeronautical authorities of 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 such designation, the aeronautical authorities of the other Contracting Party shall, subject to the provisions of paragraph (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisations.

(3) When an airline has been so designated and authorised, it may begin at any time to operate the agreed services provided that a tariff established in accordance with the provisions of Article VII of the present Agreement is in force in respect of that service and provided that a written notice of the commencement of the service is given in due time by the designated airline or airlines to the aeronautical authorities of the other Contracting Party.

(4) Each Contracting Party shall have the right to refuse to grant, revoke or to suspend the exercise of the rights set forth in 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 the Annex to the present Agreement :

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<sup>1</sup> See p. 324 of this volume.

- (a) 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, in its institutions, or in its nationals, or
- (b) in the case of failure of that airline to comply with the laws or regulations of the Contracting Party granting these rights, or to operate in accordance with the laws or regulations of the Contracting Party granting these rights, or to operate in accordance with the conditions prescribed under the present Agreement.

(5) Action shall not be taken in pursuance of paragraph (4) of this Article before notice in writing of such proposed action stating the grounds thereof is given to the other Contracting Party and consultation between the aeronautical authorities of both Contracting Parties has not resulted in agreement within a period of thirty days after the date of receipt of the said notice by the Contracting Party to whom it is addressed.

#### *Article IV*

Non-scheduled flights shall be subject to special permission being granted in accordance with the relevant requirements of the Contracting Parties. Requests for permission for such flights shall be addressed, in accordance with a simplified procedure to be agreed between the aeronautical authorities of the Contracting Parties, to the aeronautical authorities whose permission is sought.

#### *Article V*

(1) Aircraft operated on international services 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 similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

(2) There shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the services performed :

- (a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international service of the other Contracting Party ;
- (b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party ;
- (c) fuel and lubricants destined to supply outbound aircraft operated on international services 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.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under Customs supervision or control.

(3) The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they shall be subject to the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

#### *Article VI*

The aeronautical authorities of the Contracting Parties shall, if so requested, provide each other, either directly or through their designated airlines, with statistics relating to the traffic carried by their designated airlines, to, from or through the territory of the other Contracting Party, showing the origin and destination of the traffic.

#### *Article VII*

(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 airlines.

(2) The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission applicable, shall be agreed by the designated airlines concerned of both Contracting Parties.

(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, the aeronautical authorities of the Contracting Parties shall determine such tariffs by agreement between themselves. No tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(5) 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 VIII*

Charges for the use of airports, technical equipment and other facilities of the Contracting Parties shall be levied in accordance with the scales of charges officially established by the competent authorities.

*Article IX*

(1) The designated airlines of each Contracting Party shall be free to remit to their head offices in sterling at the rate of exchange currently applied for airline transactions the surplus of their earnings over their expenditure in the territory of the other Contracting Party under the present Agreement. Such sums shall not be subject to any kind of taxation or other restriction.

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

(3) The principle set out in paragraph (2) of this Article shall also apply to cargo.

*Article X*

(1) The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the airlines 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, 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 airlines designated by the other Contracting Party.

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

*Article XI*

Each Contracting Party guarantees to the designated airline or airlines of the other Contracting Party the use of all installations available for the safety and regularity of civil air services. 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 as far as may be practicable.

*Article XII*

(1) Every aircraft used by the designated airlines and engaged on the agreed services shall bear its appropriate nationality and registration marks, and shall carry the following documents :

- (a) its certificate of registration ;
- (b) its certificate of airworthiness ;
- (c) the appropriate licences or certificates for each member of the crew ;
- (d) its journey log book or any other document which replaces it ;
- (e) the aircraft radio station licence ;
- (f) the passenger list if required by national regulations ;
- (g) if it carries cargo, a manifest and detailed declaration of the cargo ;
- (h) if it carries special categories of cargo, the necessary permits for this purpose.

(2) Certificates of airworthiness, certificates of competency 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 flights above its own territory, licences granted by the other Contracting Party to any persons regarded as its nationals under its own national legislation.

*Article XIII*

(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 XIV*

The designated airlines shall have the right to maintain representatives on the territory of the other Contracting Party who shall be nationals of either Contracting Party.

#### *Article XV*

In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other at the request of either Party with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and will exchange such information as is necessary for that purpose.

#### *Article XVI*

If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the aeronautical authorities of the Contracting Parties shall in the first place endeavour to settle it by direct negotiation. If the aeronautical authorities fail to settle the dispute by such negotiation, it shall be settled through diplomatic channels.

#### *Article XVII*

(1) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification, if agreed between the Contracting Parties, shall come into effect when confirmed by an Exchange of Notes.

(2) The Annex to the present Agreement may be modified by agreement between the aeronautical authorities of the Contracting Parties. Modifications thus agreed upon shall come into force at a date mutually established by the aeronautical authorities and shall be confirmed by an Exchange of Notes.



*Article XVIII*

The present Agreement shall continue in force unless one Contracting Party notifies the other Contracting Party through diplomatic channels of its intention to terminate it. In this case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual agreement before the expiry of this period.

*Article XIX*

The present Agreement shall enter into force provisionally on the date of signature and definitively upon an Exchange of Notes confirming that the constitutional requirements of each Contracting Party have been fulfilled.

*Article XX*

Upon the definitive entry into force of the present Agreement all previous agreements between the Contracting Parties relating to civil aviation shall cease to be in force.

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

DONE in duplicate at London this 25th day of October 1960 in the English and Hungarian languages, both texts being equally authoritative.

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

LANSDOWNE

For the Government  
of the Hungarian People's  
Republic :

Rónai RUDOLF

## ANNEX

## I

ROUTES TO BE SERVED BY THE DESIGNATED AIRLINE OR AIRLINES OF  
THE UNITED KINGDOM

1. The Government of the Hungarian People's Republic grants to the airline or airlines designated by the Government of the United Kingdom of Great Britain and Northern Ireland the right to operate the following international air service :

London-Budapest direct or via intermediate points to be agreed.

2. The right as set forth in paragraph (1) of this part of the Annex shall be deemed to include the right of the designated airline or airlines to put down and take up international

traffic in passengers, cargo and mail at London and Budapest and at such intermediate points as may be agreed.

3. The airline or airlines designated by the Government of the United Kingdom of Great Britain and Northern Ireland are also authorised to operate scheduled services which stop at Budapest for non-traffic purposes, (that is to say landings for any purpose other than putting down or taking up passengers, cargo and mail) and continue to points beyond.

## II

### ROUTES TO BE SERVED BY THE DESIGNATED AIRLINE OR AIRLINES OF THE HUNGARIAN PEOPLE'S REPUBLIC

1. The Government of the United Kingdom of Great Britain and Northern Ireland grants to the airline or airlines designated by the Government of the Hungarian People's Republic the right to operate the following international air service :

Budapest-London direct or via intermediate points to be agreed.

2. The right as set forth in paragraph (1) of this part of the Annex shall be deemed to include the right of the designated airline or airlines to put down and take up international traffic in passengers, cargo and mail at Budapest and London and at such intermediate points as may be agreed.

3. The airline or airlines designated by the Government of the Hungarian People's Republic are authorised to fly without landing across the territory of the Sheikdoms of Bahrain and Qatar and the Trucial States (Abu Dhabi, Ajman, Dubai, Fujairah, Ras al Khaimah, Sharjah and Umm al Qaiwain).

## III

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 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 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.

## IV

Each Contracting Party shall ensure the provision at a reasonable price of aviation fuel of the grade, quality and specification required by the airlines of the other Contracting Party.

## V

The designated airlines of each 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 of flight and other technical factors at a reasonable time before they are brought into force.

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