

No. 6693

**HUNGARY
and
FINLAND**

Air Transport Agreement (with annex). Signed at Helsinki, on 13 February 1962

Official text: English.

Registered by Hungary on 3 May 1963.

**HONGRIE
et
FINLANDE**

Accord relatif aux transports aériens (avec annexe). Signé à Helsinki, le 13 février 1962

Texte officiel anglais.

Enregistré par la Hongrie le 3 mai 1963.

No. 6693. AIR TRANSPORT AGREEMENT¹ BETWEEN THE HUNGARIAN PEOPLE'S REPUBLIC AND THE REPUBLIC OF FINLAND. SIGNED AT HELSINKI, ON 13 FEBRUARY 1962

Whereas the Government of the Hungarian People's Republic and the Government of the Republic of Finland (further referred to as the "Contracting Parties") desiring to conclude an Agreement for the purpose of promoting civil air transportation between their respective territories, thus contributing to international collaboration in this respect, and strengthening the friendly relations between their Countries, have appointed their Plenipotentiaries, who agreed upon the following :

Article I

1. For the purpose of this Agreement, the following terms shall mean :

a) "Aeronautical Authorities"

1. In the case of the Government of Hungary :

The Director General of the Board of Civil Aviation of the Ministry of Communications and Posts for the time being, or any person or body authorised by the Government of the Hungarian People's Republic to perform any functions presently exercised by the said Director General or similar functions.

2. In the case of the Government of Finland :

The Office of Civil Aviation of the Ministry for Communications and Public Works for the time being, or any person or body authorised by the Government of Finland to perform any functions presently exercised by the said Office of Civil Aviation or similar functions.

b) "Territory"

The land areas, territorial waters adjacent thereto, and the airspace above, under the sovereignty of either Contracting Party.

c) "International Air Service"

Any air service performed by aircraft for the public transport of passengers, mail or cargo and passing through the airspace over the territory of more than one State.

¹ Applied provisionally from 13 February 1962, the date of signature, and came into force on 30 January 1963, the date of the exchange of notices by the Contracting Parties stating that the requirements of their respective constitutions had been complied with, in accordance with the provisions of article XX.

d) "Designated Airline"

The air transport enterprise which either Contracting Party has notified in writing to the other Contracting Party as the airline to operate the agreed air services, and perform the rights granted by the other Contracting Party, in accordance with the present Agreement.

e) "Specified Routes"

Air routes specified in the Annex to this Agreement.

2. The Annex to this Agreement shall be deemed to be part of the Agreement and all reference to the Agreement shall include reference to the Annex, except otherwise expressly provided.

Article II

1. The Government of Hungary grant to the Government of Finland the right to operate international air services in the routes specified on the Annex to this Agreement (hereinafter referred to as the "Specified services") in order to secure the international transport of passengers, cargo and mail.

2. The Government of Finland grant to the Government of Hungary the right to operate international air services on the routes specified in the Annex to this Agreement (hereinafter referred to as the "Specified services") in order to secure the international transport of passengers, cargo and mail.

3. Each Contracting Party shall designate to that effect in writing to the other Contracting Party one or more airlines for the purpose of operating, by virtue of the present Agreement, each of the specified services. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph 4 of this article without undue delay grant to the designated airline or airlines the appropriate permissions to operate.

4. 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 III of the present Agreement or to impose such other 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 control of that airline are vested in the Contracting Party designating the airline, in its institutions, in its competent organs or in nationals of that Contracting Party.

Article III

1. Subject to the provisions of this Agreement any of the specified services may be inaugurated in whole or in part immediately or at a later date at the option of the designated airline of the Contracting Party to whom the rights are granted provided

that a written notice of the commencement of the service is given in due time by the designated airline to the aeronautical authorities of the other Contracting Party.

2. Each Contracting Party grants the designated airlines of the other Contracting Party the right :

- a) To use the airports available for international civil air traffic,
- b) To take on and put down in its territory, at the points specified in the Annex to this Agreement, passengers, cargo and mail.

3. The right of transportation against payment in the territory of one Contracting Party (cabotage) shall be exercised only by an airline of that Contracting Party.

4. Each Contracting Party shall have the right to suspend the exercise by an airline of the rights specified in this article or to impose such conditions as it deems necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws and regulations of the Contracting Party granting these rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement.

5. Action shall not be taken in pursuance of paragraph 4 of article II and of paragraph 4 of this article before notice in writing of such proposed action stating the grounds therefore is given to the other Contracting Party and consultation between the aeronautical authorities of both Contracting Parties has not led to agreement within a period of thirty days after the date upon which the said notice would in the ordinary course of transmission be received by the Contracting Party to whom it is addressed.

Article IV

Flights outside the normal schedule may be operated by the airlines of both Contracting Parties subject to special permissions, according to the pertinent national regulations of the Contracting Parties. Such requests shall be addressed by the interested airline or airlines directly to the aeronautical authority of the other Contracting Party, in conformity with the conditions set forth in a detailed understanding to be agreed by the aeronautical authorities on this subject.

Article V

1. The designated airlines of both Contracting Parties shall regularly and as well in advance as possible provide each other with timetables, rates schedules and other relevant information concerning their operation.

2. Tariffs in respect of each of the specified air routes or any part thereof shall be agreed upon by the designated airlines of the two Contracting Parties. Such tariffs

shall not differ from those valid and internationally employed on the same routes, and shall come into effect only upon approval by the aeronautical authorities of both Contracting Parties.

3. In the interest of both Contracting Parties their respective aeronautical authorities would urge the designated airlines to cooperate closely on all matters related to operations.

Article VI

1. The laws, rules and regulations of the Contracting Party especially those relating to :

a) 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 the aircraft of the designated airlines of the other Contracting Party :

b) Entry into or departure from its territory of passengers, crew, luggage or cargo of aircraft (such as regulations relating to export, import, passports, customs, quarantine and exchange regulations) shall be applicable to the passengers, crew, luggage and cargo of the aircraft of the designated airlines of the other Contracting Party.

2. The Contracting Parties undertake to carry out all those sanitary and preventive actions on arrival and departure of the aircraft which are compulsory under the international rules on the prevention of the spreading of contagious diseases.

Article VII

Each Contracting Party guarantees to the designated airline or airlines of the other Contracting Party the use of all services and installations available for the safety and regularity of civil aviation.

Article VIII

Taxes, duties and other fees charged for the use of airports, technical equipment and other facilities of the Contracting Parties are to be fixed according to the tariffs established by the authorities having competency on the territory of the respective airport.

Article IX

1. The Contracting Parties agree that the aircraft of the designated airline of one Contracting Party operating in international traffic, as well as fuel, lubricating oils,

spare-parts, tools, regular equipment, installations and stores carried on board these aircraft, are exempted from all customs duties, taxes and charges on arrival in the territory of the other Contracting Party.

2. Fuel, lubricating oils, spare-parts, tools, regular equipment, installations and stores being introduced into and/or stored on the territory of one Contracting Party for use in the aircraft of the designated airline of the other Contracting Party in international traffic are exempted from all taxes, duties and charges.

3. All goods which according to paragraphs 1 and 2 are exempted from taxes, duties, charges do not lose their exemption in case they are duly used by or incorporated in the aircraft of the designated airline on the territory of the other Contracting Party granting exemption ; their alienation is, however, prohibited. If not used or incorporated the goods may be reexported, free of taxes, duties and charges.

4. Subject to adequate custom's control all goods exempted under paragraphs 1 and 2 of the present article are at the disposal of the designated airline owning these goods.

Article X

1. When carrying out services and flights under this Agreement the aircraft of the designated airlines of either Contracting Party shall carry the following documents :

- a)* Their certificate of registration
- b)* Their certificate of airworthiness
- c)* The appropriate licences for each member of the crew
- d)* The aircraft radio station licence
- e)* Their journey log or other equivalent document
- f)* Their passenger list
- g)* Cargo and mail manifest
- h)* Special permissions prescribed for certain loads.

2. The certificates mentioned under *a)* and *b)* may be incorporated in one document according to the national regulations of either Contracting Party.

Article XI

1. Aircraft certificates of airworthiness and crew member certificates of competency, licences and all documents issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party.

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

Article XII

The designated airlines shall have the right to keep representatives and other personnel required for the operation of agreed services on the territory of the other Contracting Party who should be nationals of either Contracting Party.

Article XIII

1. Each Contracting Party undertakes to provide such measures of assistance to aircraft of the other Contracting Party in distress on its territory as it may find practicable, and to permit, subject to control by its own authorities, to representatives of the authorities and/or the designated airlines of the other Contracting Party to visit the place and to provide such measures of assistance as may be necessitated by the circumstances.

2. In case of emergency landing or accident the Contracting Parties shall render, without delay, all necessary aid to the aircraft in distress of the other Contracting Party, to their crew and passengers; they shall, further, protect the mail, luggage and cargo carried on board and they shall reforward them, as soon as possible, with their own transport. The costs incurred will be borne by the airline in the interest of which the above services have been rendered.

3. If in case of emergency landing or accident serious damage is caused to the aircraft or to its equipment, or death or personal injury has occurred, or in case of serious material loss, the aeronautical authorities on the territory of which the event occurred shall immediately open an inquiry and simultaneously invite the aeronautical authority of the other Contracting Party to appoint observers to be present at the inquiry. The Contracting Party holding the inquiry shall put at the disposal of the aeronautical authority of the other Contracting Party one copy of the report and findings of the inquiry as soon as practicable.

Article XIV

All financial questions that may occur between the designated airlines as a result of their operations shall be settled within the framework of the agreements existing between the Contracting Parties and under their pertinent dispositions.

Article XV

Aircraft of either of the Contracting Parties cannot be seized or detained on the territory of the other Contracting Party for any reason whatsoever, subject to the pertinent regulations of international conventions being in force.

Article XVI

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult each other at the request of either authority, for the purpose of ensuring the observance of the principles and the fulfilment of the provisions set forth in this Agreement, and will exchange such information as is necessary for that purpose.

Article XVII

1. The aeronautical authorities of either Contracting Party may initiate direct negotiations with each other in all questions relating to the present Agreement and/or the Annex thereof.
2. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement the Contracting Parties shall in the first place endeavour to settle it by direct negotiations between their aeronautical authorities. Should a settlement fail to be reached the dispute is to be settled through diplomatic channels.

Article XVIII

1. If either Contracting Party considers it desirable to modify the terms of this Agreement it may request, through diplomatic channels, the entry into negotiations. Modifications agreed upon as a result of such negotiations shall be recorded in an exchange of diplomatic notes and shall come into effect after both Contracting Parties have notified each other that the formalities required by the Constitution of each Contracting Party have been accomplished.
2. The air routes as well as any provision of the Annex to the present Agreement can be modified by agreement between the aeronautical authorities of both Contracting Parties. All modifications thus agreed upon will be implemented on a day mutually to be established by the two aeronautical authorities, and shall come into force by an exchange of notes through diplomatic channels.

Article XIX

This Agreement will continue to be in force until either Contracting Party notifies the other Contracting Party, through diplomatic channels, of its intention to terminate it. In this case the Agreement shall terminate twelve 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 XX

This Agreement shall come into force at a date when both of the Contracting Parties will have stated that the requirements of their respective Constitutions have

been complied with. It shall, however, be provisionally applicable from the date of its signature.

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

DONE at Helsinki this 13th day of February 1962 in duplicate, in the English language, each copy having the same authenticity.

For the Government
of the Hungarian People's Republic :

RÓNAI Rudolf

For the Government
of the Republic of Finland :

Dr. Reino PALAS

A N N E X

I

The Government of Finland grant to the airline(s) designated by the Government of Hungary the right to operate air services on one of the following routes :

- 1) Budapest—Prague—Warsaw—Berlin—Copenhagen—Stockholm—Helsinki, in both directions, or
- 2) Budapest—Vienna—Frankfurt a. M.—Hamburg—Copenhagen—Stockholm—Helsinki, in both directions.

II

The Government of Hungary grant to the airline(s) designated by the Government of Finland the right to operate air services on one of the following routes :

- 1) Helsinki—Stockholm—Copenhagen—Berlin—Warsaw—Prague—Budapest, in both directions, or
- 2) Helsinki—Stockholm—Copenhagen—Hamburg—Frankfurt a.M.—Vienna—Budapest, in both directions.

III

Points on any of the routes specified in sections I and II of the present Annex may be omitted at the option of the designated airline concerned.

IV

The frequency of flights on these routes of the designated airlines of either Contracting Party shall altogether not exceed a maximum of two flights a week.