

**No. 6725**

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**LUXEMBOURG  
and  
THAÏLAND**

**Air Transport Agreement. Signed at Luxembourg, on  
29 December 1960**

*Official texts: French and Thai.*

*Registered by the International Civil Aviation Organization on 15 May 1963.*

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**LUXEMBOURG  
et  
THAÏLANDE**

**Accord relatif aux transports aériens. Signé à Luxembourg,  
le 29 décembre 1960**

*Textes officiels français et thaï.*

*Enregistré par l'Organisation de l'aviation civile internationale le 15 mai 1963.*

## [TRANSLATION — TRADUCTION]

No. 6725. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE  
GRAND DUCHY OF LUXEMBOURG AND THE KINGDOM  
OF THAILAND. SIGNED AT LUXEMBOURG, ON 29  
DECEMBER 1960

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The Government of the Grand Duchy of Luxembourg and the Government of the Kingdom of Thailand, considering :

that the possibilities of commercial aviation as a means of transport have considerably increased ;

that it is desirable to organize scheduled air services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field ; and

that it is necessary to conclude an agreement regulating scheduled air services between and beyond the Luxembourg and Thai territories ;

Have appointed their representatives who being duly authorized to this effect have agreed as follows :

*Article I*

For the purpose of this Agreement, unless the text specifies otherwise :

(1) the term "aeronautical authorities" shall mean :

in the case of the Grand Duchy of Luxembourg :

the Minister for Transport or any person or body authorized to perform the functions at present exercised by the said Minister ;

in the case of the Kingdom of Thailand :

the Minister for Communications or any person or body authorized to perform the functions at present exercised by the said Minister ;

(2) the term "designated airline" shall mean any airline which the aeronautical authorities of one of the Contracting Parties has notified in writing to the aeronautical authorities of the other Contracting Party as the airline which it intends to designate, in accordance with article III of the present Agreement, to operate the air services mentioned in the said notification ;

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<sup>1</sup> Applied provisionally from 29 December 1960, the date of signature, and came into force on 7 February 1962, the date of the exchange of the instruments of ratification which took place at The Hague, in accordance with article XIV (1).

(3) the term "territory" shall have the meaning assigned to it in article 2 of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944;<sup>1</sup>

(4) the definitions given in paragraphs (a), (b) and (d) of article 96 of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944, shall apply to the present Agreement.

### *Article II*

(1) For the purpose of operating international air services by designated airline or airlines, each Contracting Party shall grant to the other Contracting Party :

the right to fly across its territory without landing ;

the right to make stops in that territory for non-traffic purposes ; and

the right to make stops in that territory, at the points named on the routes specified in accordance with paragraph (2) of this article, in order to take up or set down passengers, mail and/or cargo on a commercial basis.

(2) The routes to be operated and the terms on which the designated airlines of the two Contracting Parties will be authorized to operate international services shall be specified in an exchange of notes.

### *Article III*

Each Contracting Party shall designate one or more airlines to operate the services it is entitled to establish and shall decide upon the date of inauguration of such services.

### *Article IV*

(1) Each Contracting Party shall, subject to the provisions of article XI below, issue the requisite operating permit to the airline or airlines designated by the other Contracting Party.

(2) Nevertheless, before being authorized to inaugurate the services, such airlines may be called upon to afford proof of qualification in accordance with the laws and regulations normally applied by the aeronautical authorities issuing the operating permit.

### *Article V*

Rates shall be fixed at reasonable levels, particular regard being paid to economy of operation, reasonable profit and the characteristics of each service, such as speed and comfort.

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<sup>1</sup> See footnote 2, p. 22 of this volume.

*Article VI*

(1) The Contracting Parties agree that the charges imposed on their respective airline or airlines 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 their national aircraft engaged in similar international services.

(2) Fuel, lubricating oils, spare parts and standard equipment installed or taken on board in the territory of one Contracting Party by or on behalf of an airline designated by the other Contracting Party, and intended solely for use by aircraft of that airline, shall be accorded most-favoured-nation treatment with respect to customs duties, inspection fees or other fees and charges.

(3) All aircraft operated by the airline or airlines designated by one Contracting Party on the air services covered by the present Agreement, and supplies of fuel, lubricating oils, spare parts, standard equipment and aircraft stores retained on board the said aircraft, shall be exempt on arrival in or departure from the territory of the other Contracting Party from customs duties, inspection fees or other duties, fees and charges, even if such supplies are used or consumed by or in such aircraft on flights within that territory.

*Article VII*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the designated services. However, each Contracting Party reserves the right to refuse to recognize certificates of competency and licences issued to its own nationals by another State as valid for the purpose of flights above its own territory.

*Article VIII*

(1) The laws and regulations of one Contracting Party relating to entry into and departure from its own 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 airline or airlines of the other Contracting Party.

(2) Passengers, crews and consignors of cargo shall be bound, either in person or through third parties acting on their behalf and in their name, to comply with the laws and regulations governing, in the territory of each Contracting Party, the admission to, stay in and departure from that country of passengers, crews or cargo, such as the regulations relating to entry, clearance, immigration, passports, customs and quarantine.

*Article IX*

(1) It is understood that the airlines designated by each Contracting Party shall enjoy fair and equal opportunities to carry, on the agreed services, traffic originating in the territory of one Contracting Party and destined for the territory of the other Contracting Party, and that each of the designated airlines shall regard as additional any traffic not originating in or destined for the national territory of the said airline.

Where traffic originates in the territory of one Contracting Party and is destined for the territory of a third country or *vice versa*, the airline designated by the other Contracting Party must provide, for the carriage of such traffic, capacity which takes into account, so as not to affect it unduly, the prior interest of the first Contracting Party in such traffic.

(2) The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transport on the agreed routes, and each such service shall have as its primary objective the provision, at a reasonable load factor, of capacity adequate to satisfy the normal and reasonably foreseeable requirements for the carriage of passengers, cargo and mail originating in or destined for the territory of the Contracting Party which has designated the airline.

(3) Provision for the carriage of passengers, cargo and mail from the territory of the other Contracting Party to a third country or *vice versa* shall be made in accordance with the general principles that capacity shall be related to :

- (a) traffic requirements from and to the territory of the Contracting Party which has designated the airline ;
- (b) traffic requirements in the areas through which the airline passes, after taking account of other services established by airlines of the States situated in those areas ; and
- (c) the requirements of through airline operation.

*Article X*

(1) Not less than thirty days before the date fixed for the inauguration of air services on the routes specified in accordance with article II, paragraph (2), of the present Agreement, the designated airline or airlines shall notify the aeronautical authorities of the two Contracting Parties of the type of service, the types of aircraft to be used and the flight schedules.

This shall also apply to any later changes.

(2) The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party upon request such periodical or other statistics concerning the designated airline or airlines as may reasonably

be required for the purpose of verifying the capacity provided by the designated airline of the first Contracting Party on the services specified in accordance with article II, paragraph (2), of the present Agreement.

Such documents shall include all the information necessary to determine both the volume of traffic and the origin and destination of such traffic.

#### *Article XI*

Each Contracting Party reserves the right to withhold or revoke the operating permit of any airline designated by the other Contracting Party if it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of either Contracting Party, or in case of failure by the airline to comply with the laws and regulations referred to in article VIII or to fulfil its obligations under the present Agreement.

#### *Article XII*

(1) The Contracting Parties agree to submit to arbitration any dispute regarding the interpretation and application of the present Agreement which cannot be settled by direct negotiation.

(2) Any such dispute shall be referred to the Council of the International Civil Aviation Organization set up by the Convention on International Civil Aviation, signed at Chicago on 7 December 1944.

(3) Nevertheless, the Contracting Parties may, by mutual agreement, settle the dispute by referring it either to an arbitral tribunal or to some other person or body designated by them.

(4) The Contracting Parties undertake to comply with the decision given.

#### *Article XIII*

The present Agreement and all contracts connected therewith shall be registered with the Council of the International Civil Aviation Organization set up by the Convention on International Civil Aviation, signed at Chicago on 7 December 1944.

#### *Article XIV*

(1) The present Agreement shall be ratified, and the instruments of ratification shall be exchanged as soon as possible at The Hague. Nevertheless, pending ratification, the Agreement shall be applied as from the date of signature.

(2) The competent aeronautical authorities of the Contracting Parties shall consult together from time to time in a spirit of close collaboration with a view to satisfying themselves that the principles laid down in the Agreement are being applied and properly carried out.

(3) The present Agreement shall be brought into harmony with any multilateral agreement which may come into force as between the two Contracting Parties.

(4) If either Contracting Party desires to modify the terms of the present Agreement, it may request consultation between the competent aeronautical authorities of the Contracting Parties, such consultation to begin within a period of sixty days from the date of the request.

(5) Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate the present Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. Following such notice, the Agreement shall terminate one year after the date of its receipt by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the Contracting Party to which it was addressed, it shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

DONE at Luxembourg, on 29 December 1960, in duplicate in the French and Thai languages, both texts being equally authentic.

For the Grand Duchy  
of Luxembourg :

(Signed) Eugène SCHAUS  
Minister for Foreign Affairs  
(Signed) Pierre GRÉGOIRE  
Minister for Transport

For the Government  
of the Kingdom of Thailand :

(Signed) Vongsamahip JAYANKURA  
Ambassador Extraordinary  
and Plenipotentiary