

No. 7290

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**NEW ZEALAND  
and  
WESTERN SAMOA**

**Agreement (with schedules) concerning civil aviation. Signed  
at Apia, on 24 January 1963**

*Official text: English.*

*Registered by the International Civil Aviation Organisation on 8 June 1964.*

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**NOUVELLE-ZÉLANDE  
et  
SAMOA-OCCIDENTAL**

**Accord (avec annexes) relatif à l'aviation civile. Signé à  
Apia, le 24 janvier 1963**

*Texte officiel anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.*

No. 7290. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF WESTERN SAMOA CONCERNING CIVIL AVIATION. SIGNED AT APIA, ON 24 JANUARY 1963

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The Government of New Zealand and the Government of the Independent State of Western Samoa (hereinafter referred to as the "Government of Western Samoa")

Desiring to continue and strengthen the tradition of mutual co-operation and the friendly relations which exist between them

Considering that the Government of New Zealand, at the request of the Government of Western Samoa, has expressed its willingness to provide assistance in the maintenance and development of civil aviation facilities available in Western Samoa by means of certain financial assistance, advice, technical training facilities, personnel and equipment

Considering also that the Government of Western Samoa is desirous of giving de facto effect in its territory so far as practicable to the provisions of Part I of the Convention on International Civil Aviation signed at Chicago on 7 December 1944<sup>2</sup> (hereinafter referred to as the "said Convention") and to the international standards, recommended practices and procedures adopted as annexes to the said Convention

Have agreed as follows :

*Article I*

For the purposes of this Agreement the term—

- (a) "Director of Civil Aviation" means the Director of Civil Aviation in New Zealand;
- (b) "Schedule" means a Schedule annexed to this Agreement;
- (c) "Western Samoa", where used as a territorial description, means the land area of Western Samoa and the territorial waters adjacent thereto.

*Article II*

The provisions, international standards, recommended practices and procedures contained in Part I of the said Convention and in the annexes to the said Convention together with any amendments to Part I of the said Convention

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<sup>1</sup> Deemed to have come into force on 1 January 1962, in accordance with article IX (1).

<sup>2</sup> See footnote 2, p. 5 of this volume.

or to any such annexes which are made in accordance with the terms of the said Convention, shall as far as practicable be applied in the administration of civil aviation in Western Samoa.

### *Article III*

1. The Government of New Zealand will transfer to the Independent State of Western Samoa, free of charge, the lands described in the First Schedule,<sup>1</sup> subject to existing leases and licences, together with all buildings, installations, plant, equipment and maintenance stores listed in the Second<sup>1</sup> and Third Schedules.<sup>1</sup> The buildings listed in the Third Schedule will, however, continue to be made available by the Government of Western Samoa for occupation by the officers of the New Zealand Public Service referred to in paragraphs 1 and 2 of Article V of this Agreement at the rental existing at the date of entry into force of this Agreement; such rental shall not be varied except in agreement with the New Zealand Government.

2. The Government of New Zealand shall retain the ownership and control of all technical equipment, instruments and stores (required for purposes of air traffic control, radio communication and navigation) which are provided by it in connection with civil aviation in Western Samoa before or after the date of entry into force of this Agreement.

3. The Government of Western Samoa shall maintain the landing field at Faleolo aerodrome in good order and condition together with the buildings, installations, plant and equipment listed in the Second and Third Schedules, and in particular shall ensure that the approaches to Faleolo aerodrome are kept free from any obstruction or hazard to aircraft.

4. The Government of Western Samoa shall, at the written request of the Director of Civil Aviation in pursuance of his responsibility under paragraph (b) of Article IV of this Agreement, arrange for the maintenance of or improvements to Faleolo aerodrome and the buildings, installations, plant and equipment listed in the Second and Third Schedules. The cost of maintenance or improvements to the buildings listed in the Third Schedule will be borne by the New Zealand Government in accordance with the provisions of paragraph (d) of Article VI of this Agreement.

5. In the event of additional facilities being required at Faleolo aerodrome or at any other aerodrome in Western Samoa or in connection with the safe operation of aircraft in or about Western Samoa, the two Governments agree to consult together regarding the cost of such facilities.

6. Subject to such arrangements as it may prescribe to ensure compliance with its other customs laws and regulations and its health requirements, the

<sup>1</sup> See p. 32 of this volume.

Government of Western Samoa shall ensure that all technical equipment, instruments and stores imported into Western Samoa for use in connection with air traffic control, radio communication and navigation shall be exempt from customs duties and other charges.

#### *Article IV*

In accordance with the wishes of the Government of Western Samoa, the Government of New Zealand agrees :

- (a) That the services of the New Zealand authorities shall continue to be available to the Samoan Government for consultation and advice on civil aviation matters generally.
- (b) That the Director of Civil Aviation shall, on behalf of the Minister of Civil Aviation of Western Samoa, and in accordance with such arrangements as may be agreed upon from time to time between the Government of New Zealand and the Government of Western Samoa, exercise responsibility for and control the safety of air navigation within Western Samoa, with a view to ensuring the proper implementation of Article II of this Agreement. The responsibilities of the Director of Civil Aviation shall include :
  - (i) The examination, inspection and supervision of air crews;
  - (ii) The inspection and survey of aircraft;
  - (iii) The licensing and registration of aircraft;
  - (iv) The examination and supervision of maintenance personnel;
  - (v) The inspection, approval and supervision of aircraft engineering firms and of aircraft maintenance and storage facilities;
  - (vi) The provision of an adequate system of air traffic control, navigational aids, radio communications and such other facilities as may be required for the safe operation of aircraft.

#### *Article V*

1. The New Zealand Government shall provide an officer of the New Zealand Public Service, to be the Aerodrome Superintendent at Faleolo aerodrome, who shall be the agent in Western Samoa of the Director of Civil Aviation in relation to such of the latter's functions as may be delegated to him. In the performance of its responsibilities under paragraph 3 of Article III of this Agreement, the Government of Western Samoa shall consult with the Aerodrome Superintendent and shall have regard to such advice as he may give, in his capacity as agent of the Director of Civil Aviation, concerning the management and maintenance of Faleolo aerodrome.

2. In accordance with the wishes of the Government of Western Samoa, the Government of New Zealand will continue to provide such other officers of the New Zealand Public Service to assist in the administration and operation of civil aviation in Western Samoa, as the Director of Civil Aviation may from time to time, in pursuance of his responsibilities under this Agreement, recommend to be necessary.

3. The Government of Western Samoa shall, on the request of the Director of Civil Aviation in pursuance of his responsibilities under this Agreement, recruit into the Western Samoa Public Service such officers, not being members of the New Zealand Public Service, as may be required for the administration and operation of civil aviation in Western Samoa. Officers so recruited shall be subject, in matters of discipline, terms of service, salary scale, allowances and leave, to the Western Samoa Public Service Commission, but in matters of duty and technical control shall be responsible to the Director of Civil Aviation.

4. The Government of New Zealand will provide training facilities for officers recruited under the preceding paragraph 3, in accordance with arrangements as to cost and particulars of training to be agreed upon between the Government of New Zealand and the Government of Western Samoa.

5. In regard to the application of this Article, the Government of New Zealand and the Government of Western Samoa agree that the maximum possible use shall be made of staff recruited locally in Western Samoa to the extent that the said staff are available and capable of performing the particular duties required.

#### *Article VI*

The Government of New Zealand shall meet the following costs by way of subsidy payable to the Government of Western Samoa in accordance with arrangements to be agreed upon between the two Governments :

- (a) The salaries and allowances of officers of the New Zealand Public Service referred to in Articles IV and V of this Agreement, and the costs of transportation of such officers to and from New Zealand;
- (b) The cost of providing and controlling technical equipment, instruments and stores referred to in paragraph 2 of Article III of this Agreement;
- (c) The cost of such periodic visits by officers of the New Zealand Public Service as may be arranged between the Government of New Zealand and the Government of Western Samoa on the recommendation of the Director of Civil Aviation in the discharge of his responsibilities under paragraph (b) of Article IV of this Agreement;
- (d) The cost of maintenance and improvements to the buildings listed in the Third Schedule.

*Article VII*

The Government of Western Samoa shall be responsible for :

- (a) The cost of all locally provided services, other than those referred to in Article VI of this Agreement, including the cost of maintenance of Faleolo aerodrome and the buildings, installations, plant and equipment and maintenance stores listed in the Second Schedule and locally provided radio services;
- (b) The salaries, allowances and expenses of the locally recruited staff referred to in paragraph 3 of Article V of this Agreement.

*Article VIII*

1. All revenue from leases or tenancies of land, buildings or installations contained in or situated on the airport at Faleolo or from landing or other charges made for the use of the aerodrome will be retained by the Government of Western Samoa.

2. All revenue received by the Government of Western Samoa by way of charges for the use of technical facilities provided by the New Zealand Government for the safe operation of aircraft, or by way of rental of staff residences of officers of the New Zealand Public Service referred to in paragraphs 1 and 2 of Article V of this Agreement or from the licensing, inspection and supervision of aircraft or aviation personnel, shall be applied by the Government of Western Samoa in reduction of any subsidy payable by the New Zealand Government in terms of Article VI of this Agreement.

*Article IX*

1. This Agreement shall be deemed to have come into force on 1 January 1962, and shall remain in force until 31 December 1966, unless sooner terminated.

2. The Government of New Zealand and the Government of Western Samoa agree to consult together at any time, at the request of either, regarding the operation, application or amendment of this Agreement; in particular they undertake to consult together in 1966, if a request to that effect is made by either, regarding the possibility of keeping this Agreement in force, with such amendments as may be deemed necessary, beyond the date of 31 December 1966.

3. Either Government may at any time give to the other Government notice of intention to terminate this Agreement. In such case this Agreement shall terminate upon the expiration of twelve months from the date on which the notice is received.

IN WITNESS WHEREOF the undersigned, duly authorized by their Governments, have signed the present Agreement.

DONE in duplicate, in the English language, at Apia this 24th day of January 1963.

For the Government  
of New Zealand :

J. B. WRIGHT

For the Government  
of the Independent State  
of Western Samoa :

Fiamē MATA'APA F.M. II

#### FIRST SCHEDULE

All those pieces or parcels of land containing an area of one hundred and ninety-eight acres two roods two perches (198 a. 2 r. 2 p.) more or less, situated at Mulifanua in the district of A'ana, described as Parcels 407/97, 408/97, 409/97, Flur XV, Upolu, parts being also Court Grant 665 and part Court Grants 163, 622, 788, 893, 898, 905, 913, 1013, 1015, 1022, 1023 and part closed road, being *all* the land registered in volume 4 folio 44, parts of the land registered in volume 4 folios 135, 177, 183, 236, 241, 242; volume 2 folio 106; volume 1 folio 30; volume 7 folio 263, and the balance of the land registered in volume 4 folios 13, 179 and volume 2 folio 296, of the Land Register of Western Samoa and more particularly shown on Plan 46 U/KV L, deposited in the office of the Director of Lands, Apia, Western Samoa, and thereon bordered red.

#### SECOND SCHEDULE

Buildings, Plant, Equipment, etc., transferred to the Government of Western Samoa.

##### Buildings—

Explosive Store.  
Powerhouse.  
Pump house.  
Foreman's residence.  
Cookhouse.  
Ablution building.  
Hangar.  
Vehicle shelter and staff ablution.  
Radio workshop and Superintendent's Office.  
Control tower.  
Communications office.

Maintenance building.  
Fire station.  
Transmitter building.  
Terminal building.

##### Motor Vehicles—

Land-rover, CA 331.  
Crash tender, CA 251.  
Fire engine, CA 158.  
Bedford truck, CA 222.  
Truck, CA 283.  
Fordson tractor, CA 287.

Maintenance stores.

#### THIRD SCHEDULE

New Zealand Public Services Officers' Accommodation.

Two concrete dwellings.  
One timber/iron roof dwelling.  
One prefabricated aluminium dwelling.  
Maids' quarters and laundry (concrete).