

No. 7774

**TRINIDAD AND TOBAGO
and
FRANCE**

**Agreement for air services (with annex). Signed at Port
of Spain, on 12 October 1964**

Official texts: English and French.

Registered by Trinidad and Tobago on 12 May 1965.

**TRINITÉ ET TOBAGO
et
FRANCE**

**Accord relatif aux services aériens (avec annexe). Signé à
Port of Spain, le 12 octobre 1964**

Textes officiels anglais et français.

Enregistré par la Trinité et Tobago le 12 mai 1965.

No. 7774. AGREEMENT¹ BETWEEN THE GOVERNMENT OF TRINIDAD AND TOBAGO AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE FOR AIR SERVICES. SIGNED AT PORT OF SPAIN, ON 12 OCTOBER 1964

The Government of Trinidad and Tobago and the Government of the Republic of France,

Desiring to foster the development of air services between the Government of Trinidad and Tobago and the Government of the Republic of France, and to promote in the greatest possible measure international co-operation in this field; and

Desiring to apply to these services the principles and provisions of the Convention on International Civil Aviation signed at Chicago on the seventh day of December 1944,²

Have agreed as follows :

CHAPTER I

GENERAL PROVISIONS

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing civil international air services.

Article 2

For the purposes of this Agreement, unless the context otherwise requires :

- (a) the term " territory " shall have the meaning assigned to it in Article 2 of the Convention on International Civil Aviation;
- (b) the term " aeronautical authorities " means, in the case of Trinidad and Tobago, the Minister for the time being charged with the responsibility for Civil Aviation and any persons or body authorised to perform any functions at present exercisable by the said Minister or similar functions, and, in the case of France, the Secretary General for Civil Aviation in the Ministry of Public Works and Transport and any person or body authorised to perform any functions at present exercisable by the said Secretary General or similar functions;

¹ Came into force on 12 October 1964, the date of signature, in accordance with article 16.

² United Nations, *Treaty Series*, Vol. 15, p. 295; for subsequent actions relating to this Convention, see references in Cumulative Indexes Nos. 1 to 4, as well as Annex B in volumes 409 and 472.

- (c) the term “ designated airline ” means an airline which has been designated and authorised in accordance with Article 10 of this Agreement.

Article 3

1. Aircraft operated on the air services under this Agreement by the designated airlines of one 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 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.

2. There shall also be exempt from the same duties, fees, and taxes, with the exception of charges corresponding to the service performed :

- (a) aircraft stores of all origin 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.

3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of one of the Contracting Parties may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under 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 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operation of the agreed services. Each Contracting Party reserves the right, however, to refuse

to recognise for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another State.

Article 5

(1) The laws and regulations of one Contracting Party relating to the 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 be applied to the aircrafts of the designated airline, or airlines of the other Contracting Party.

(2) Passengers, crews and consignors of freight shall be required in the territory of either Contracting Party to comply either in person or through the intermediary of a third person acting in their name and on their behalf, with the laws and regulations governing the entry into, the presence in and the departure from that country of passengers, crews or freight, such as the regulations relating to entry, clearance, immigration, customs and quarantine.

Article 6

Each Contracting Party reserves the right to withhold, suspend or revoke the certificate or permit to operate from an Airline designated by the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of the rights specified in such certificate or permit, in any case where it is not satisfied that substantial ownership and effective control are vested in the other Party to this Agreement or in nationals of this Party, or in case of failure by an airline to comply with the laws and regulations referred to in Article 5, or to fulfil its obligations under this Agreement.

Article 7

Each Contracting Party may at any times ask for a consultation between the competent authorities of the Contracting Parties to interpret, apply or modify this Agreement.

This consultation will begin within a period of thirty (30) days of the date of receipt of the request.

Modifications to the Agreement shall come into effect when confirmed by an Exchange of Notes by diplomatic channel.

Article 8

Each Contracting Party may at any time give notice to the other of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case

the Agreement shall terminate one year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.

Article 9

1. In the case where a dispute relating to the interpretation or application of this Agreement cannot be settled by the procedure provided under Article 7, either between the aeronautical authorities or between the Governments of the Contracting Parties, it shall be submitted, upon request from one of the Contracting Parties, to an arbitral tribunal.

2. The tribunal shall be composed of three members. Each of the two Governments shall designate one arbitrator; the two arbitrators shall agree on the designation of a national from a third country as President.

If, within two months from the day when one of the two Governments has proposed settlement of the dispute by arbitration, the two arbitrators have not been designated, or if in the course of the following month the arbitrators have not agreed on the designation of a President, each Contracting Party may request the President of the Council of the International Civil Aviation Organisation to proceed with the necessary designations.

3. If amicable settlement cannot be reached by the tribunal, it shall give a decision by majority vote. Provided no decision is taken to the contrary, the tribunal shall itself establish its rules of procedure and the seat of its sessions.

4. The Contracting Parties undertake to comply with any interim decision that may be given in the course of the arbitration proceedings and likewise with the final decision of the tribunal.

5. If one of the Contracting Parties does not comply with the decisions of the tribunal, the other Contracting Party may, as long as such failure of compliance lasts, limit, suspend or revoke the rights or privileges which it had granted under this Agreement to the Contracting Party at fault.

6. Each Contracting Party shall bear the expenses for remuneration of its own arbitrator and a moiety of the remuneration of the designated President.

CHAPTER II

AGREED SERVICES

Article 10

The Government of Trinidad and Tobago grants to the Government of the French Republic and, reciprocally, the Government of the French Republic

grants to the Government of Trinidad and Tobago the right to operate by one or more designated airlines the air transport services on the routes specified in the Route Schedules included in the Annex¹ of this Agreement, such services to be designated hereinafter as the “agreed services” and “the specified routes,” respectively.

Article 11

1. The Agreed Services may be operated immediately or at a later date, according to the choice of the Contracting Party that has been granted the rights, provided :

- (a) that the Contracting Party which has been granted the rights has designated one or several airlines to operate the specified routes;
- (b) that the Contracting Party granting the rights has given, under the conditions provided in Paragraph 2, hereunder, to the airline or airlines concerned the necessary operating authorisation, which shall be delivered with the least possible delay, subject to compliance with the provisions of Article 6 of this Agreement;
- (c) that in respect of an airline designated to operate an agreed service, a tariff established in accordance with the provisions of Article 15 of this Agreement is in force with regard to that service.

2. The designated airlines may be required to furnish to the aeronautical authorities of the Contracting Party granting the rights evidence that they can meet the requirements prescribed by the laws and regulations normally applied by these authorities to the operation of international air services.

Article 12

The airline or airlines designated by the Government of Trinidad and Tobago under this Agreement shall enjoy in the French territory the right to disembark and embark as international traffic, passengers, mail and cargo at the points and on the Trinidad and Tobago routes enumerated in the attached Annex.

The airline or airlines designated by the French Government under this Agreement shall enjoy in Trinidad and Tobago the right to disembark and embark as international traffic, passengers, mail and cargo at the points and on the French routes enumerated in the attached Annex.

¹ See p. 40 of this volume.

Article 13

There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

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.

Article 14

(1) 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 principle 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.

(2) Additional capacity may from time to time be provided, in addition to that provided under Paragraph 1 of the present Article whenever the traffic requirements of the countries served by the routes so justify.

Article 15

1. The tariffs to be charged by the 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, the tariffs of other airlines, and difference of characteristics of service.

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

have regard, where possible, to relevant rates adopted by the International Air Transport Association (IATA).

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) 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, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph 2 of this Article, or if during the first fifteen (15) days of the thirty (30) days' period referred to in paragraph 3 of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph 2 of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of Article 9 of this Agreement.

6. Pending the delivery of the arbitral decision, the Contracting Party notifying its dissatisfaction with the tariff shall have the right to require from the other Contracting Party application of the tariffs already in force.

CHAPTER III

FINAL PROVISIONS

Article 16

This Agreement shall come into force on the date of its signature.

Article 17

This Agreement and its Annex shall be communicated to the International Civil Aviation Organisation for filing.

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

DONE at Port of Spain on Twelfth day of October, Nineteen Hundred and Sixty-Four; in duplicate in the English and French languages, both texts being equally authentic.

For the Government
of the Republic of France :
H. BAYLE

For the Government
of Trinidad and Tobago :
Eric WILLIAMS

ANNEX OF THE AGREEMENT

SCHEDULE OF ROUTES

I. *Routes for Trinidad and Tobago*

<i>Point of Departure</i>	<i>Intermediate Points</i>	<i>Destination in French territory</i>	<i>Points Beyond</i>
Trinidad Tobago	Grenada St. Vincent Barbados St. Lucia Dominica	Martinique Guadeloupe	Dominica Antigua St. Kitts U. S. Virgin Is. Br. Virgin Is. Puerto Rico Santo Domingo Haiti Jamaica Cayman Is. Bahamas Cuba Miami Toronto Points in Central America except Mexico City

II. *Routes for France*

<i>Point of Departure</i>	<i>Intermediate Points</i>	<i>Destination in Trinidad territory</i>	<i>Points Beyond</i>
Guadeloupe Martinique and Dependencies	St. Lucia Barbados Grenada	Trinidad Tobago	Georgetown Paramaribo Cayenne Points in Brazil Curacao Points in Venezuela Points in Colombia

(The designated airline may on any or all flights omit calling at any of the points on the routes specified.)