

**No. 8241**

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

**Agreement for air services between and beyond their respective territories (with route schedule). Signed at Tehran, on 2 May 1960**

*Official texts: English and Persian.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 7 July 1966.*

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

**Accord relatif aux services aériens entre les territoires des deux pays et au-delà (avec tableau des routes). Signé à Téhéran, le 2 mai 1960**

*Textes officiels anglais et persan.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 7 juillet 1966.*

No. 8241. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE IMPERIAL GOVERNMENT OF IRAN FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT TEHRAN, ON 2 MAY 1960

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PREAMBLE

The Government of the United Kingdom of Great Britain and Northern Ireland, and the Imperial Government of Iran,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944<sup>2</sup> and

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories, have appointed as their plenipotentiaries :

The Government of the United Kingdom of Great Britain and Northern Ireland,

His Excellency Sir Geoffrey Wedgwood Harrison, K.C.M.G., Her Britannic Majesty's Ambassador Extraordinary and Plenipotentiary;

The Imperial Government of Iran,

His Excellency Mr. Abbas Aram, Minister for Foreign Affairs,

Who, having communicated to each other their full powers and found them to be in good and due form, have agreed as follows :

*Article 1*

For the purpose of the present Agreement, inless the context otherwise requires :

- (a) the term " the Convention " means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof;

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<sup>1</sup> Came into force on 27 January 1966, the date of the exchange of the instruments of ratification at London in accordance with article 18.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 15, p. 295; for the texts of the Protocols amending this Convention, see Vol. 320, pp. 209 and 217; Vol. 418, p. 161, and Vol. 514, p. 209.

- (b) 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 Iran, the Department General of Civil Aviation and any person or body authorised to perform any functions at present exercised by the said Department General or similar functions;
- (c) the term “ designated airline ” means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 4 of the present Agreement, for the operation of air services on the routes specified in the schedule annexed to the present Agreement which are specified in such a notification;
- (d) the term “ territory ” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State;
- (e) the terms “ air service ”, “ international air service ”, “ airline ” and “ stop for non-traffic purposes ” have the meanings respectively assigned to them in Article 96 of the Convention; and
- (f) the term “ change of gauge ” means the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section.

### *Article 2*

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate Section of the Schedule annexed to the present Agreement. Such services and routes are hereafter called “ the agreed services ” and “ the specified routes ” respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights :

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes; and
- (c) to make stops in the said territory at the points specified for that route in the Schedule annexed to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

(2) It is further provided that in areas of hostilities, or military occupation, or areas affected thereby, the operation of such services shall, in accordance with Article 9 of the Convention, be subject to the approval of the competent military authorities.

### Article 3

Nothing in the provisions of Article 2 of this Agreement shall be deemed to confer on the airlines of one Contracting Party the privilege of 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 4

(1) 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 other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisations.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

(4) Each Contracting Party shall have the right to refuse to grant 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 Article 2 of the present Agreement, 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 or its nationals.

(5) 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 9 of the present Agreement is in force in respect of that service.

### Article 5

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :

- (a) 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 or in nationals of such Contracting Party, or

- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

#### *Article 6*

(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 duties or taxes 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 and taxes, with the exception of charges corresponding to the service performed :

- (a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of 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 Custom supervision or control.

#### *Article 7*

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 such territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

*Article 8*

(1) 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.

(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 has 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.

*Article 9*

(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 and the tariffs of other airlines.

(2) The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission used in conjunction with them, shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

(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 15 days of the 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 on 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 12 of the present Agreement.

(6) Subject to the provisions of paragraph (5) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(7) 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 10*

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

#### *Article 11*

In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Schedules thereto.

#### *Article 12*

(1) 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 negotiation.

(2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral tribunal.

(3) The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.

#### *Article 13*

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, including the Schedules annexed thereto, it may request consultation with the other Contracting Party; such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request unless both Contracting Parties agree to an extension of this period. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

#### *Article 14*

The present Agreement and its Schedules shall be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

#### *Article 15*

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case the Agreement shall terminate twelve months (12) 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



acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days (14) after the receipt of the notice by the International Civil Aviation Organisation.

#### *Article 16*

A designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions :

- (a) that it is justified by reason of economy of operation ;
- (b) that the aircraft used on the section more distant from the terminal in territory of the former Contracting Party are smaller in capacity than those used on the nearer section;
- (c) that the aircraft of smaller capacity shall operate only in connexion with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- (d) that there is an adequate volume of through traffic; and
- (e) that the provisions of Article 8 of the present Agreement shall govern all arrangements made with regard to change of gauge.

#### *Article 17*

Nothing in the provisions of this Agreement shall be deemed to conflict with the obligations of either Contracting Party under Article 7 of the Convention.

#### *Article 18*

The present Agreement shall be subject to ratification by the Contracting Parties in accordance with their respective constitutional procedures and shall come into force on the date of exchange of the instruments of ratification which shall take place at London.

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

DONE this second day of May 1960 in duplicate in the English and Persian languages, both texts being equally authoritative.

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

Geoffrey W. HARRISON  
[L.S.]

For the Imperial Government  
of Iran :

A. ARAM  
[L.S.]

## ROUTE SCHEDULE

### *I.—Routes to be operated by the designated airline or airlines of the United Kingdom*

1. London—Dusseldorf or Frankfurt or Zurich or Geneva or Rome or Athens—  
Istanbul or Beirut or Tel Aviv or Cairo—Damascus—Baghdad—Teheran or Abadan and  
points beyond.

*Note.*—The designated airline or airlines of the United Kingdom may on any or  
all flights omit calling at any of the above-mentioned points, provided that the agreed  
services on these routes begin at a point in United Kingdom territory.

### *II.—Routes to be operated by the designated airline or airlines of Iran*

1. Teheran—Baghdad—Damascus or Beirut or Ankara or Istanbul or Cairo—Athens or  
Rome or Vienna—Frankfurt or Geneva or Zurich or Basle—Nice—Paris or Brussels—  
London.

2. Teheran—Karachi—New Delhi or Bombay or Colombo—Bangkok—Hong Kong—  
Tokio and points beyond.

*Note.*—The designated airline or airlines of Iran may on any or all flights omit  
calling at any of the above-mentioned points, provided that the agreed services on these  
routes begin at a point in Iranian territory.

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