

No. 8645

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

**Agreement for air services between and beyond their respective territories (with annex). Signed at London, on 12 January 1965**

*Official texts: English and Spanish.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 15 June 1967.*

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

**Accord relatif aux services aériens entre les territoires des deux pays et au-delà (avec annexe). Signé à Londres, le 12 janvier 1965**

*Textes officiels anglais et espagnol.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 15 juin 1967.*

No. 8645. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT LONDON, ON 12 JANUARY 1965

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The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Argentine Republic;

Being parties to the Convention on International Civil Aviation concluded at Chicago on December 7th, 1944;<sup>2</sup>

Desiring to conclude an Agreement, supplementary to the said Convention;

Considering that air transport promotes a closer contact between nations through rapid communications, and that the establishment of safe, orderly and economical air transport and the promotion of international co-operation in this field are desirable;

Desiring to regulate the air services between and beyond their respective territories;

Have agreed as follows :

*Article 1*

For the purposes of this Agreement, and provided the text does not specify otherwise :

(a) “ aeronautical authorities ”, with reference to the United Kingdom, shall mean 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, with reference to the Argentine Republic, the Secretary of State for Aeronautics, or any agency authorised for the performance of the functions exercised at present thereby;

(b) “ designated airline ” shall mean any air transport enterprise that one of the Contracting Parties may select to operate the agreed air services, designation of which, in accordance with Article 3, shall be notified in writing to the aeronautical authorities of the other party;

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<sup>1</sup> Came into force on 7 October 1966, the date of the exchange of the instruments of ratification at Buenos Aires, in accordance with article 17.

<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.

(c) “ territory ”, “ air service ”, “ international air service ” and “ stop for non-traffic purposes ”, shall have the meanings respectively assigned to them in Articles 2 and 96 of the Convention on International Civil Aviation opened for signature at Chicago on December 7th, 1944;

(d) “ route ” shall mean the pre-established itinerary which is to be observed by an aircraft assigned to a regular air service, for the public transport of passengers, cargo and mail;

(e) “ local and regional services ” shall mean, for the United Kingdom, those services which begin in United Kingdom territory and end in the territory of another European State on the routes shown in the Annex to this Agreement and, for the Argentine Republic, those services which begin in Argentine territory and end in the territory of a bordering State on the routes shown in the Annex to this Agreement.

### *Article 2*

(1) The Contracting Parties grant to each other the rights described in this Agreement, for the purpose of establishing the agreed international air services.

(2) The routes on which the designated airlines of both Contracting Parties may operate international air services are specified in the Schedules of routes which appear in the Annex to the present Agreement.

(3) For the purpose of operating the international air services by the designated airlines on the routes established as in paragraph (2), each Contracting Party grants to the other Contracting Party :

- (a) the right to fly over its territory without landing therein, and
- (b) the right to land in its territory for non-traffic purposes.

(4) In addition, each Contracting Party grants to the other Contracting Party the right, subject to the provisions of Article 9, to take on board and land passengers, cargo and mail, at the points indicated in the Schedule of routes annexed to the present Agreement.

### *Article 3*

(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 routes specified in the Annex to this Agreement.

(2) International air services may be initiated forthwith on any of the routes specified in the Annex to this Agreement provided that :

- (a) the Contracting Party to which the rights specified in paragraphs (3) and (4) of Article 2 have been granted, has designated one or more airlines;

- (b) the Contracting Party granting the said rights has authorised the designated airline or airlines to initiate the international air service;
- (c) a tariff has been established in accordance with the provisions of Article 10 of the present Agreement and is in force in respect of that service.

(3) The Contracting Party granting the said rights shall authorise forthwith the operation of the international air services, subject to the provisions of paragraph (1) of Article 4, and without prejudice to the right of each of the Parties to verify the qualifications of the designated airlines, in accordance with its laws and other national regulations normally and reasonably applicable in conformity with the provisions of the Convention on International Civil Aviation to the granting of such authorisation.

#### *Article 4*

(1) Each Contracting Party reserves the right to refuse to grant the operating authorisation referred to in paragraph (3) of Article 3 in any case where it is not satisfied that substantial ownership and effective control of the airline concerned are vested in the Contracting Party designating the airline or in the nationals of such Contracting Party.

(2) Each Contracting Party also reserves the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement—

- (a) in any case where it is not satisfied that substantial ownership and effective control of the airline concerned 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.

(3) Unless immediate revocation or suspension is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

#### *Article 5*

Each of the Contracting Parties has the right to replace an airline which it has designated, by notification in writing to the other party, subject to the provisions of Article 3. In respect of this Agreement the new designated airline shall have the same rights and will be subject to the same obligations as the airline it replaces.

*Article 6*

In order to avoid discrimination and to observe the principle of equal treatment, the Contracting Parties shall ensure that—

(a) the charges that each of the Contracting Parties imposes or permits for the use of airports or other navigation facilities by the designated airline or airlines of the other Contracting Party shall not exceed those paid for the use of such airports or other navigation facilities by the national airline or airlines operating similar international services. The charges that each of the Contracting Parties imposes or permits for the use of other airport facilities shall be on the same conditions as those paid for the use of similar facilities by the national airline or airlines operating similar international services;

(b) fuel, lubricating oils, spare parts and regular equipment assigned to exclusive use by the aircraft used by the designated airline or airlines of one of the Contracting Parties, or brought into the territory of the other Contracting Party by such airline or airlines on their own account, or placed on board in the said territory for use by aircraft of the said airline or airlines, shall receive from the last mentioned Contracting Party treatment equal to that which it applies to its national aircraft or to any other foreign airline, whichever is the more favourable, with respect to customs duties, inspection fees or other fiscal charges on the aircraft assigned to similar international services. In the event of one of the Contracting Parties imposing customs duties and other fiscal charges on the above mentioned goods in respect of the designated airline or airlines of the other Contracting Party, the latter shall have the right to impose the same charges with respect to such goods;

(c) the aircraft of one of the Contracting Parties operated on the agreed services, as well as fuel, lubricating oils, spare parts, regular equipment and shipboard supplies (including food, beverages and tobacco), remaining on the said aircraft under customs surveillance shall be exempt from customs duties, inspection fees and all other fiscal charges in the territory of the other Contracting Party, even when the said supplies are employed or consumed during the flights made over the said territory;

(d) spare parts and equipment imported into the territory of each of the Contracting Parties for installation or use in the aircraft of their designated airlines shall enter duty-free, though subject to the application of the regulations of the Contracting Party into whose territory they are imported, which may require such goods to remain under customs surveillance;

(e) the materials specified under sub-paragraphs (c) and (d) above, subject to the exemption provided for in the said regulations, may not be unloaded from the aircraft of one of the Contracting Parties without the approval of the customs

authorities of the other Contracting Party. Until re-exported or used such materials shall remain subject to the customs control of the other Contracting Party without affecting their availability.

#### *Article 7*

(1) The laws and other regulations regarding entry into, stay in and departure from their territory of aircraft engaged in international air navigation, or the operation, handling and navigation thereof shall apply without distinction as to nationality, in the territory of each of the Contracting Parties, to the aircraft of the airlines designated by the other Contracting Party.

(2) The laws and other regulations in the territory of each of the Contracting Parties relating to entry, residence and departure of passengers, crews or cargo transported by the aircraft, such as those regarding police formalities, admission, immigration, clearance, passports, customs and quarantine, shall apply to the passengers, crews and cargo on board the aircraft operated on the agreed air services.

(3) Passengers in transit in the territory of a Contracting Party shall be subject to simplified control. Luggage and cargo in direct transit on the aircraft of one of the Contracting Parties shall be exempt from customs duties, inspection fees and similar charges in the territory of the other Contracting Party.

#### *Article 8*

The airlines designated by each of the Contracting Parties shall have representatives with sufficient powers to deal adequately with the competent authorities of the other party regarding the obligations to which such airlines are subject by reason of their activities.

#### *Article 9*

(1) In order to provide equal opportunities for the operation of the agreed air services between the territories of the Contracting Parties, the designated airlines shall be given just and fair treatment. It is recognised that the designated airline or airlines of each Contracting Party have equal rights to carry the United Kingdom/Argentine traffic.

(2) For the operation of air services on the routes specified in accordance with the provisions of paragraph (2) of Article 2, the designated airline or airlines of one of the Contracting Parties shall bear in mind the interests of the designated airline or airlines of the other party so as not to affect unduly the air services which the latter operate on the same routes or on any part thereof. However, the use by the airline or airlines designated by one of the

Contracting Parties of a type of aircraft different from those used by the airline or airlines designated by the other Contracting Party shall not be construed as infringing this principle.

(3) The air services on the routes specified in accordance with the provisions of paragraph (2) of Article 2 shall have as their main object the offer of transportation capacity adequate for normal and reasonably foreseeable requirements between the territories of the two Contracting Parties. They shall also have regard to the requirements for other air traffic on the route originating in or proceeding to the territory of the party that has designated the airline or airlines operating the said services.

(4) As a supplement to the traffic requirements referred to in paragraph (3) above, the designated airline or airlines of one of the Contracting Parties may provide for the traffic requirements between the territories of other States on the routes referred to in paragraph (2) of Article 2 and the territory of the other Contracting Party.

(5) As a supplement to the offered transportation capacity referred to in paragraphs (3) and (4) above, the designated airlines may make a subsidiary offer of further capacity whenever warranted by the traffic requirements of the other countries on the routes referred to in paragraph (2) of Article 2. In the event of this situation being detrimental to the interests of one of the Contracting Parties, an exchange of views shall be held at the request of one of the Contracting Parties in accordance with the provisions of Article 13.

(6) Both Contracting Parties recognise that the development of local and regional services is a matter of primary importance to the countries concerned and to their airlines and that in applying paragraphs (4) and (5) above full regard must therefore be paid to the needs of these services.

(7) Any question of the interpretation and application of these paragraphs shall be settled by agreement between the aeronautical authorities of the Contracting Parties. To this end, and in a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall review as frequently as necessary the operation of the agreed services.

#### *Article 10*

(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 applicable, 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. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty 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.

(3) If the designated airlines cannot agree on any of these tariffs, or if during the first fifteen days of the thirty days' period referred to in paragraph (2) 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.

(4) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3), the dispute shall be settled in accordance with the provisions of Article 14 of the present Agreement.

(5) Subject to the provisions of paragraph (4) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(6) 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 11*

(1) As from the date of entry into force of this Agreement, the aeronautical authorities of the Contracting Parties shall forward to each other as rapidly as possible all information regarding authorisations granted to their own airlines for the operation of all or part of the services agreed upon.

(2) The designated airlines of each Contracting Party shall communicate to the aeronautical authorities of the other Contracting Party, in accordance with the requirements of the latter's national legislation, particulars of the frequencies or itineraries which they intend to operate not less than thirty days prior to the date of effective initiation of operation of the corresponding services. They shall also forward to each other any subsequent alteration of those particulars.

(3) The designated airlines shall communicate to the aeronautical authorities of both Contracting Parties not less than thirty days prior to the initiation of



the services concerned, particulars of the types of aircraft to be used and their schedules. They shall also communicate any subsequent alteration of those particulars.

(4) The aeronautical authorities of each 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 origin and destination of such traffic.

(5) All violations of air navigation regulations committed by the personnel of an airline designated by one of the Contracting Parties shall be communicated to the aeronautical authorities of the said Contracting Party by the aeronautical authorities of the party in whose territory the violation has been committed. If the violation is of a serious nature, the said authorities shall have the right to request the adoption of adequate measures.

#### *Article 12*

An exchange of views between the aeronautical authorities of both Contracting Parties may take place at any time in order to attain close co-operation and understanding in all matters concerning the application and interpretation of the present Agreement.

#### *Article 13*

Each of the Contracting Parties may apply for consultations at any time, in order to consider amendments of this Agreement or of the Schedule of routes. The same applies to the consideration of the interpretation of the Agreement if, in the opinion of one of the Contracting Parties, the exchange of views provided for under Article 12 has not yielded results. The consultation shall begin within sixty days of receiving the application.

#### *Article 14*

(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 consultation in accordance with the provisions of Article 13.

(2) If a dispute relating to the interpretation or application of this Agreement cannot be settled in accordance with the provisions of Article 13, the matter shall be submitted to an arbitral tribunal at the request of one of the Contracting Parties.

(3) In each case, the arbitral tribunal shall be constituted in such a manner that each of the Contracting Parties shall appoint an arbitrator, and the two arbitrators shall appoint, by agreement, a citizen of a third State as the third arbitrator who shall be the president of the tribunal. The two arbitrators shall be appointed within sixty days and the third arbitrator within ninety days from the date when one of the Contracting Parties has notified the other of its intention of submitting the dispute to arbitration.

(4) If the provisions of paragraph (3) are not complied with, either of the Contracting Parties may, unless otherwise agreed, request the President of the Council of the International Civil Aviation Organisation to make the necessary appointments. If the President is a national of one of the two Contracting Parties, or if he is unable to act for other reasons, his official deputy shall make the corresponding appointments.

(5) The arbitral tribunal shall decide by a majority of votes and shall adopt its own rules of procedure. Its decisions shall be binding on both Contracting Parties. Each of the Contracting Parties shall defray the expenses of its arbitrator. The expenses of the third arbitrator, and all other expenses of the arbitral tribunal, shall be defrayed by the two Contracting Parties in equal parts.

#### *Article 15*

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement including the Schedule of routes annexed thereto, such modification, if agreed between the Contracting Parties, and if necessary after consultation in accordance with Article 13 of the present Agreement, shall come into effect when confirmed by an Exchange of Notes.

#### *Article 16*

(1) If a general multilateral Agreement on air transportation accepted by both Contracting Parties comes into force its provisions shall prevail.

(2) All discussions with the object of determining the degree in which this Agreement has been revoked, superseded, modified or supplemented by the provisions of the multilateral Agreement, shall be carried out in accordance with Article 13.

#### *Article 17*

(1) This Agreement shall be ratified. The instruments of ratification shall be exchanged in Buenos Aires as soon as possible after the constitutional require-

ments of both Contracting Parties as to the approval of treaties have been fulfilled.

(2) The present Agreement shall enter into force on the date of the exchange of instruments of ratification. However, from the date of signature its provisions shall be applied by the administrative authorities of both Contracting Parties.

(3) 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 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 days after the receipt of the notice by the International Civil Aviation Organisation.

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

DONE in duplicate at London this twelfth day of January, 1965, in the English and Spanish languages, both texts being equally authoritative.

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

Walter PADLEY

For the Government of the Argentine Republic :

Adolfo VICCHI

## ANNEX

### SCHEDULE I

*Route to be operated by the designated airline or airlines of the United Kingdom*

Points in the United Kingdom—Paris and/or Madrid and/or Lisbon—Dakar and/or Bathurst and/or Freetown and/or Accra and/or Lagos—Recife and/or Brasilia and/or Rio de Janeiro and/or São Paulo—Montevideo—Buenos Aires—Santiago de Chile; in both directions.

## SCHEDULE II

*Route to be operated by the designated airline or airlines of the Argentine Republic*

Points in the Argentine—São Paulo and/or Rio de Janeiro and/or Brasilia and/or Recife and/or Natal—Dakar and/or Salt Island—Lisbon and/or Madrid and/or Paris—London; in both directions.

*Note*

- (a) On the above routes the designated airlines of each Contracting Party may omit intermediate points on some or all flights by advance notification to the aeronautical authorities of the other Contracting Party.
  - (b) As regards Schedule II the Argentine Republic reserves the right eventually to extend its services beyond London to a point to be agreed subsequently.
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