

No. 8703

**CYPRUS
and
BELGIUM**

**Agreement on commercial scheduled air transport (with
annex). Signed at Nicosia, on 8 June 1963**

Official text: English.

Registered by the International Civil Aviation Organization on 31 July 1967.

**CHYPRE
et
BELGIQUE**

**Accord relatif aux transports aériens commerciaux réguliers
(avec annexe). Signé à Nicosie, le 8 juin 1963**

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 31 juillet 1967.

No. 8703. AGREEMENT¹ BETWEEN THE REPUBLIC OF CYPRUS AND THE KINGDOM OF BELGIUM ON COMMERCIAL SCHEDULED AIR TRANSPORT. SIGNED AT NICOSIA, ON 8 JUNE 1963

The Republic of Cyprus, and the Kingdom of Belgium, hereinafter called in the present Agreement the Contracting Parties, both being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December 1944,² hereinafter referred to in the present Agreement as the "Convention" and desiring to make arrangements of commercial scheduled air transport between and beyond their respective territories particularly with a view to promoting tourism, have agreed on the following:

Article 1

For the purpose of the present Agreement and the Annex thereto the following terms have the following meaning, unless otherwise stated in the text:

- (a) "Aeronautical Authorities" means in the case of the Republic of Cyprus the Civil Aviation Administration of the Ministry of Communications and Works and in the case of the Kingdom of Belgium, the Administration of Aeronautics of the Ministry of Communications or in both cases any other agency or person authorized to perform the functions presently exercised by the said Authorities.
- (b) "Designated Airline" means the airline that one of the Contracting Parties shall have designated in writing to the other Contracting Party in accordance with Article 3 of this Agreement as the airline which is to operate the international air services on the routes specified in Article 2 para. 1 of the present Agreement.
- (c) "Territory", "air services", "international air services" and "stop for non-traffic purposes" shall have, in the application of the present Agreement the meaning specified in Articles 2 and 96 of the Convention.

¹ Came into force on 16 June 1966, the date of receipt by the Government of the Kingdom of Belgium of official notification of its publication in the official Gazette of the Republic of Cyprus, in accordance with article 19 (1).

² 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.

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 Annex to this Agreement.

Such services and routes are hereinafter called “the agreed services” and “the specified routes” respectively.

The airline designated by each Contracting Party shall enjoy while operating an agreed service on a specified route, the following rights:

- (a) To fly across the territory of the other Contracting Party;
- (b) To make stops in the said territory for non-traffic purposes;
- (c) To make stops in the said territory at the points specified for that route in the Annex to the present Agreement for the purpose of putting down and taking on International traffic in passengers, cargo and mail.

(2) Nothing in paragraph (1) of this Article shall be deemed to confer on the airline 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 3

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline 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 designated airline the appropriate operating authorization.

(3) The Aeronautical Authorities of one Contracting Party may require the 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 authorization 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, 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 in its nationals.

(5) When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 10 of the present Agreement is in force in respect of that service.

Article 4

(1) There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate on any route specified in accordance with Article 2 of the present Agreement.

(2) In the operation of international air services on the routes specified in accordance with Article 2 of the present Agreement the designated airline of one Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the air services which the latter airline provides on the same routes or parts of them.

(3) The international air services on the routes specified in accordance with Article 2 of the present Agreement shall have as their primary objective the provision of capacity adequate to the foreseeable traffic demands to and from the territory of the Contracting Party designating the airline. The right of either designated airline to carry traffic between points in the territory of the other Contracting Party and points on the territory of third countries on the specified routes in accordance with article 2 of the present Agreement, shall be exercised in the interests of an orderly development of international air transport in such a way that capacity is related to:

- (a) the traffic demand to and from the territory of the Contracting Party designating the airline.
- (b) the traffic demand existing in the areas through which the air services pass, taking account of local and regional services.
- (c) the requirements of an economical operation of through services.

Article 5

(1) The designated airline of each Contracting Party shall communicate for approval to the Aeronautical Authorities of the other Contracting Party not later than thirty days prior to the commencement of services on the routes specified in accordance with Article 2 of the present Agreement the types of aircraft to be used and the flight schedules. They will be considered as approved if a reply from the aeronautical Authorities concerned is not given within a period of three weeks from the day of receipt.

This shall likewise apply to later changes.

(2) The Aeronautical Authorities of one Contracting Party shall furnish the Aeronautical Authorities of the other Contracting Party, at their request, with all

periodic statistical data of the designated airlines, as may be reasonably required for the purpose of reviewing the capacity provided by the designated airline of the first Contracting Party on the routes specified in accordance with Article 2 of the present Agreement. Such data shall include all information required to determine the amount of traffic and the origin and destination of such traffic. These statistics will not exceed what is currently required by the Council of I.C.A.O.

Article 6

(1) Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the 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 and 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 7

(1) Aircraft operated on international services by the designated airline 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 shall remain on board the aircraft up to such time as they are re-exported.

(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 either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board aircraft engaged on a specified route of the other Contracting Party;
- (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on a specified route by the designated airline of the other Contracting Party;

- (c) fuel and lubricants destined for supply to aircraft operated on a specified route 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 customs supervision or control.

Article 8

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 9

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 10

(1) The tariffs to be charged by the airline 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 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 approval to 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 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 15 of the present Agreement.

(6) Subject to the provisions of paragraph (3) 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 11

In a spirit of close co-operation, 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 Annex thereto.

Article 12

(1) If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement, 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. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

(2) Modifications to the Annex of this Agreement may be made by direct agreement between the competent Aeronautical Authorities of the Contracting Parties and shall come into force upon exchange of notes through diplomatic channels.

Article 13

The present Agreement and the Annex to this Agreement will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

Article 14

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 Organization. In such case the Agreement shall terminate twelve (12) 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 acknowledgement 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 Organization.

Article 15

(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 negotiations.

(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 or 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 arbitrators. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified the President of the Council of the International Civil Aviation Organization 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 body.

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

(4) The expenses of the arbitration will be equally shared between the Contracting Parties.

Article 16

The charges imposed by either Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party shall not be higher than those paid by its national aircraft operating international services.

Article 17

The present Agreement, any amendment to it and any exchange of notes under this Agreement shall be communicated to the International Civil Aviation Organization for registration.

Article 18

The present Agreement shall supersede and cancel any previous agreements on international air services concerning air services between the Contracting Parties.

Article 19

(1) The present Agreement shall enter into force from the date of the receipt by the Government of the Kingdom of Belgium of official notification of its publication in the official Gazette of the Republic of Cyprus.

(2) The Government of the Kingdom of Belgium shall inform the Government of the Republic of Cyprus of the ratification of the present Agreement by the Kingdom of Belgium and the Government of the Republic of Cyprus shall deem this agreement as finalised from the date of such notification.

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

DONE, in duplicate, at Nicosia this 8th day of June 1963 in the English language.

For the Republic of Cyprus:

S. P. KYPRIANOU

For the Kingdom of Belgium:

Jean QUERTON

ANNEX

I

Routes to be operated by the designated airline of Cyprus:

Nicosia to Brussels via Istanbul and/or a point in Yugoslavia and/or Vienna and/or a point in the Federal Republic of Germany and beyond.

- a) to London and/or Amsterdam and/or Stockholm;
- b) to London and/or New York.

The designated airline of Cyprus may on any or all flights omit calling at any of the above points provided that the agreed services on the route begin at Nicosia.

The designated airline of Cyprus may on any or all flights call at points not mentioned above. In such a case, it shall not put down or take on traffic in passengers cargo and mail originating at such points and destined for Brussels or vice versa.

II

Routes to be operated by the designated airline of Belgium:

Brussels to Nicosia via a point in the Federal Republic of Germany and/or Vienna and/or a point in Yugoslavia and beyond

a) to points in Iran;

and

b) to points in Congo and/or Ruanda and/or Burundi and to Johannesburg.

The designated airline of Belgium may on any or all flights omit calling at any of the above points provided that the agreed services on the route begin at Brussels.

The designated airline of Belgium may on any or all flights call at points not mentioned above. In such a case, it shall not put down or take on traffic in passengers cargo and mail originating at such points and destined for Nicosia or vice versa.
