

No. 9247

NETHERLANDS
and
SIERRA LEONE

Agreement for air services between and beyond their respective territories (with annex). Signed at Freetown, on 13 June 1967

Official text: English.

Registered by the International Civil Aviation Organization on 18 September 1968.

PAYS-BAS
et
SIERRA LEONE

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Signé à Freetown, le 13 juin 1967

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 18 septembre 1968.

No. 9247. AGREEMENT¹ BETWEEN THE GOVERNMENT OF SIERRA LEONE AND THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT FREETOWN, ON 13 JUNE 1967

The Government of Sierra Leone and
the Government of the Kingdom of the Netherlands,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,² 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 agreed as follows :

Article 1

For the purpose of the present Agreement, unless 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 so far as those Annexes and amendments have been adopted by both Contracting Parties;

(b) the term “ aeronautical authorities ” means, in the case of Sierra Leone, the National Reformation Council Member responsible for the Department of Works, Transport and Communications, and any person or body authorised to perform any functions at present exercised by the said National Reformation Council Member or similar functions, and, in the case of the Kingdom of the Netherlands, for the Netherlands the Director General of Civil Aviation in the Netherlands, for Surinam the Director of Civil Aviation in Surinam and for the Netherlands Antilles the Director of Civil Aviation in the Netherlands Antilles and any person or body authorised to perform any functions at present exercised by the said authorities or similar functions;

¹ Came into force provisionally on 13 June 1967 by signature, in accordance with article 16.

² See footnote 2, p. 4 of this volume.

(c) the term “ designated airline ” means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement;

(d) the term “ territory ” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that State; and

(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.

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 to the present Agreement for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

2. Nothing in paragraph 1 of this Article 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 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 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 in 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 8 of the present Agreement is in force in respect of that service.

Article 4

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 after consultation with the other Contracting Party.

Article 5

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, spare parts, 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 similar 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 or are used on the part of the journey performed over that territory.

2. There shall also be exempt from the same duties, fees and charges, 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 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.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under Customs supervision or control.

Article 6

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 that 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 7

In operating any agreed service on any specified route a designated airline of one Contracting Party may substitute one aircraft for another at a point in the territory of the other Contracting Party only on the following conditions :

- (a) that is justified by reason of economy of operation;
- (b) that the aircraft used on the section of the route more distant from the terminal in the territory of the first Contracting Party is not larger in capacity than that used on the nearer section;

- (c) that the aircraft used on the more distant section shall operate only in connection with and as an extension of the service provided by the aircraft used on the nearer section 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 used on the nearer section; and its capacity shall be determined with primary reference to this purpose;
- (d) that there is an adequate volume of through traffic;
- (e) that the airline shall not hold itself out to the public by advertisement or otherwise as providing a service which originates at the point where the change of aircraft is made;
- (f) that the provisions of the capacity article of the present Agreement shall govern all arrangements made with regard to change of aircraft;
- (g) that in connection with any one aircraft flight into the territory in which the change of aircraft is made, only one flight may be made out of that territory.

Article 8

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, 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 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 13 of the present Agreement.

6. Subject to the provisions of paragraph 5 of this Article, no new 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 9

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.

Article 10

1. Each Contracting Party grants to the designated airlines of the other Contracting Party the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by those airlines in its territory in connection with the carriage of passengers, mail and cargo.

2. In the case of conflict between the provisions of paragraph 1 of this Article and the provisions of any special agreement governing the foreign currency exchange system between the Contracting Parties, the latter shall prevail.

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 provision of the present Agreement or its Annex, it may request consultation with the other Contracting Party; such consultation, which may be between the

Aeronautical Authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request.

2. Any modifications of the present Agreement decided upon during the consultation referred to in paragraph 1 above shall be agreed upon in writing between the Contracting Parties and shall take effect on the date on which both Governments have informed each other in writing that the formalities constitutionally required in their respective countries have been complied with.

3. Any modifications of the Annex of the present Agreement decided upon during the consultation referred to in paragraph 1 above, shall be agreed upon in writing between the Aeronautical Authorities and shall take immediate effect.

Article 13

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 shall 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, 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 tribunal.

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

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 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 16

1. The present Agreement shall be provisionally applicable from the date of its signature and shall come into force on a date to be laid down in an exchange of diplomatic notes, which shall state that the formalities required by the national legislation of each Contracting Party have been accomplished.

2. As regards the Kingdom of the Netherlands, the Agreement shall be applicable to the Kingdom in Europe, Surinam and the Netherlands Antilles.

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

DONE at Freetown, the 13 June 1967, in duplicate in the English language.

For the Government of the Kingdom of the Netherlands :

H. JONKER

For the Government of Sierra Leone :

B.I. KAI-SAMBA Maj.

ANNEX

I. ROUTES TO BE OPERATED BY THE AIRLINE OR AIRLINES DESIGNATED BY THE GOVERNMENT OF SIERRA LEONE

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in the Kingdom of the Netherlands</i>	<i>Points beyond</i>
1. Freetown	Las Palmas Madrid Zurich	Amsterdam	Points beyond and London
2. Freetown	Port of Spain	Points in the Netherlands Antilles and/or Surinam	Points beyond

II. ROUTES TO BE OPERATED BY THE AIRLINE OR AIRLINES DESIGNATED BY THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Sierra Leone</i>	<i>Points beyond</i>
1. Points in the Netherlands	Points in Europe Points in Morocco, Algeria, Tunisia, Libya Points in Guinea, Senegal, Gambia, Mauritania	Freetown	Las Palmas Points in Congo Kinshasa, Congo Brazzaville and points beyond Points in South America
2. Points in the Netherlands Antilles and/or Surinam	Caracas Port of Spain	Freetown	Points beyond

III. NOTES

a. Intermediate points may be served as points beyond; points beyond may be served as intermediate points.

b. The designated airline may overfly or omit any of the specified points. Points not covered under the abovementioned routes may be served on flights operating to or through the territory of the other Contracting Party. However, local traffic rights between such points and the territory of the other Contracting Party will have to be the subject of prior consultations.

c. The designated airlines may terminate any or all of their services in the territory of the other Contracting Party or in any other point on the specified routes.

d. Co-operation with regard to the local traffic between Freetown and Las Palmas and v.v. shall be made a matter for consideration between the two designated airlines, if desired by either one of the Contracting Parties.