

No. 10394

**DENMARK
and
BARBADOS**

Agreement relating to air services (with annex and exchange of letters). Signed at Copenhagen on 27 October 1969

Authentic text: English.

Registered by Denmark on 23 March 1970.

**DANEMARK
et
BARBADE**

Accord relatif aux services aériens (avec annexe et échange de lettres). Signé à Copenhague le 27 octobre 1969

Texte authentique: anglais.

Enregistré par le Danemark le 23 mars 1970.

AGREEMENT ¹ BETWEEN THE GOVERNMENT OF DENMARK AND THE GOVERNMENT OF BARBADOS RELATING TO AIR SERVICES

The Government of Denmark and the Government of Barbados, hereinafter described as the Contracting Parties,

Being parties to the Convention on International Civil Aviation signed at Chicago on the seventh day of December 1944,²

Desiring to conclude an Agreement for the purpose of promoting air communications between and beyond their respective territories,

Have agreed upon the following:

Article 1

For the purpose of this Agreement:

(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 the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;

(b) the term “ aeronautical authorities ” means, in the case of the Government of Denmark, the Ministry of Public Works and in the case of the Government of Barbados, the Minister responsible for Civil Aviation, or in either case any person or body authorized to perform any function exercisable by the respective abovementioned authorities;

(c) the terms “ territory ”, “ air service ”, “ international air service ”, “ airline ” and “ stop for non-traffic purposes ” have the meanings respectively assigned to them in Articles 2 and 96 of the Convention;

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

¹ Came into force on 27 October 1969 by signature, in accordance with article 20.

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.

(e) the term “ tariff ” means prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail;

(f) the term “ Annex to this Agreement ” means the Route Lists attached to the present Agreement and any Clauses or Notes appearing in such Annex and relating to the routes.

Article 2

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 Annex to this 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;
- (c) to make stops in the said territory in accordance with the Annex to this Agreement at the points specified for that route in the Annex to this Agreement for the purposes of putting down and taking on international traffic in passengers, cargo and mail.

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 authorizations.

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 authorizations 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 and the scheduling of services to be operated has been approved by the aeronautical authorities of both Contracting Parties, the airline may begin at any time to operate the agreed services, provided that the tariff established in accordance with the provisions of Article 9 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 authorization 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 5

The scheduling of services to be operated by the designated airlines of one Contracting Party shall be subject to the approval of the aeronautical authorities of the other Contracting Party.

Article 6

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 designated 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 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 between the country of origin and the countries of destination;
- (b) traffic requirements of the area through which the agreed service passes, after taking account of the services established by airlines of the other Contracting Party; and
- (c) the requirements of through airline operation.

Article 7

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuel 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 either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts brought 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 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 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

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

2. The tariffs referred to in paragraph 1 of this Article shall be agreed between the designated airlines which may consult 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 (30) days before the proposed date of their introduction; in special cases, this period 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 thirty (30) 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 after consultation with any other aeronautical authority whose advice they consider useful to determine the tariff by agreement between themselves.

4. If the aeronautical authorities cannot agree on 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 16 of the present Agreement.

5. 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 10

Both Contracting Parties shall endeavour to handle traffic arriving and departing on the same through-flights and traffic being transferred within 24 hours to another international flight at the same airport in accordance with Chapter 5 of Annex 9 of the Convention.

Article 11

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 or cargo. Wherever the payments system between the Contracting Parties is governed by a special Agreement that Agreement shall apply.

Article 12

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 Annexes thereto. When an aeronautical authority requests such consultations they shall begin within the period of thirty (30) days of the date of the request.

Article 13

1. If either of the Contracting Parties considers it desirable to modify any provision 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 to this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

Article 14

The present Agreement and its Annex shall be amended by an Exchange of Diplomatic Notes so as to conform with any multilateral Convention or Agreement 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. If any dispute arises between the Contracting Parties relating to the interpretation or application of this 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 who shall act as President 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 undertake to comply with any decision given under paragraph 2 of this Article.

Article 17

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

Article 18

The charges imposed by either Contracting Party for the use of airports and air navigation 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 19

The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such statistics and other information as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Party referred to first in this Article.

Article 20

The present Agreement shall come into force on the date of signature.

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

DONE in duplicate at Copenhagen this twenty-seventh day of October, 1969.

For the Government of Denmark:
Poul HARTLING

For the Government of Barbados:
Errol W. BARROW

A N N E X

Section I

ROUTE LIST

*Routes to be operated in both directions by the airline or airlines
designated by the Government of Denmark*

<i>Point of origin</i>	<i>Intermediate Points</i>	<i>Destination Points</i>	<i>Points Beyond</i>
Denmark	Federal Republic of Germany Netherlands Switzerland Spain Portugal West Africa	Barbados	Trinidad Netherlands Antilles Panama Colombia Peru Chile

The rights granted in accordance with the above section of this Annex are conditioned by the Government of Denmark's designation of an airline and the authorization of such airline by the Government of Barbados.

Section II

ROUTE LIST

Routes to be operated in both directions by the airline or airlines designated by the Government of Barbados

<i>Point of Origin</i>	<i>Intermediate Points</i>	<i>Destination Points</i>	<i>Points Beyond</i>
Barbados	London	Copenhagen	Oslo
	Frankfurt		Stockholm
	Amsterdam		Helsinki
	Madrid		
	Zürich		
	Antigua		
	Lisbon		
	West Africa		

The rights granted in accordance with the above section of this Annex are conditioned by the Government of Barbados' designation of an airline and the authorisation of such airline by the Government of Denmark.

Section III

The designated airline or airlines of one Contracting Party may make stops at points outside the territory of the other Contracting Party, which have not been included in this Annex, such stops not being regarded as constituting a modification of the Annex. However, no commercial rights can be enjoyed by the said airline or airlines between such stops and the territory of the other Contracting Party.

Any point in the above-mentioned Route Lists may at the option of the designated airline or airlines be omitted on one or all flights.

EXCHANGE OF LETTERS

I

MINISTRY OF FOREIGN AFFAIRS

Copenhagen, October 27, 1969

Your Excellency,

With reference to the Agreement between Denmark and Barbados for Air Services, signed today, I have the honour to notify Your Excellency that, in accordance with Article 3 of the Agreement, the Government of Denmark designate Det Danske Luftfartselskab (DDL), forming part of the joint operating organization, Scandinavian Airlines System (SAS), to operate the routes given in the Annex attached to the Agreement.

In this connection I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations preceding the signature of the Agreement:

1. Det Danske Luftfartselskab (DDL) cooperating with Det Norske Luftfartselskab (DNL) and AB Aerotransport (ABA) under the designation of Scandinavian Airlines System (SAS), may operate the Services assigned to it under the Agreement with aircraft, crews and equipment of either or both of the other two airlines.

2. In so far as Det Danske Luftfartselskab (DDL) employ aircraft, crews and equipment of the other airlines participating in the Scandinavian Airlines System (SAS) the provisions of the Agreement shall apply to such aircraft, crews and equipment as though they were the aircraft, crews and equipment of Det Danske Luftfartselskab (DDL), and the competent Danish authorities and Det Danske Luftfartselskab (DDL) shall accept full responsibility under the Agreement therefor.

Accept, Sir, the assurance of my highest consideration.

Poul HARTLING

The Right Honourable Errol Barrow
Prime Minister and Minister of External Affairs
of Barbados

II

BARBADOS

27th October 1969

Sir,

I have the honour to acknowledge receipt of your letter of today's date relating to the Air Services Agreement between Denmark and Barbados signed today.

The Government of Barbados confirms the following understanding reached in the course of the negotiations preceding the signature of the Agreement:

[See letter I]

Accept, Sir, the assurances of my highest consideration.

Errol W. BARROW

Prime Minister and Minister of External Affairs

The Honourable Poul Hartling
The Minister for Foreign Affairs
Copenhagen
Denmark