

No. 10788

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

Agreement for air services between and beyond their respective territories (with schedule). Signed at London on 28 May 1970

Authentic texts: English and Bulgarian.

Registered by the United Kingdom of Great Britain and Northern Ireland on 12 October 1970.

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

Accord relatif aux services aériens entre les territoires respectifs des deux pays et au-delà (avec tableau). Signé à Londres le 28 mai 1970

Textes authentiques : anglais et bulgare.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 12 octobre 1970.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND AND THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF BULGARIA FOR AIR
SERVICES BETWEEN AND BEYOND THEIR RESPEC-
TIVE TERRITORIES

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the People's Republic of Bulgaria;
Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;²

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 become effective for or been ratified by both Contracting Parties;

(b) the term "aeronautical authorities" means, in the case of the United Kingdom, the Board of Trade and any person or body authorised to perform any functions at present exercisable by the said Board or similar functions and, in the case of the People's Republic of Bulgaria, the Ministry of Transport and any person or body authorised to perform any functions at present exercisable by the said Ministry or similar functions;

¹ Came into force on 28 May 1970 by signature, in accordance with article 18.

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; vol. 514, p. 209, and vol. 740, No. I-10612.

(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 right to make stops in the said territory at the points specified for that route in the Schedule 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.

(3) In addition to the rights granted in paragraph (1) of this Article, each Contracting Party grants to all airlines of the other Contracting Party for international air services (and for all operational flights incidental to such services):

(a) the right to fly across its territory without landing;

(b) the right to land in such territory for non-traffic purposes.

(4) In order to carry out the purposes of paragraph (3) above, each Contracting Party may designate the airways to be followed within its territory by any airline of the other Contracting Party and the airports which such services may use.

(5) The right granted in paragraph (3) above may be temporarily withheld by either Contracting Party from the other Contracting Party in time of armed hostilities within or adjacent to its territory, provided that

the civil aircraft of the Party from whom the rights are withheld shall receive no less favourable treatment than the civil aircraft of other foreign countries.

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 paragraph (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 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.

(6) On a basis of reciprocity visas will not be required for the entry, stay and exit of the crew of the aircraft operated by the designated airlines of the Contracting Parties, provided that they leave on the same or next following flight on the same route.

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 in force in the territory 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

(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 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

(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 agreed service 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 8

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 on the following conditions only:

- (a) that it 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 Article 7 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 9

(1) For the purpose of the following paragraphs, the term “tariff” means the 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.

(2) 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.

(3) The tariffs referred to in paragraph (2) of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, after consultation with the other airlines operating over the whole or part of the route, and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.

(4) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least ninety (90) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

(5) This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph (4) of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (4), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

(6) If a tariff cannot be agreed in accordance with paragraph (3) of this Article, or if, during the period applicable in accordance with paragraph (5) of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of a tariff agreed in accordance with the provisions of paragraph (3), the aeronautical authorities of the two Contracting Parties shall, after consultation with the aeronautical authorities of any other State whose advice they consider useful, endeavour to determine the tariff by mutual agreement.

(7) If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph (4) of this Article, or on the determination of any tariff under paragraph (6) of this Article, the dispute shall be settled in accordance with the provisions of Article 14 of the present Agreement.

(8) A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it otherwise would have expired.

Article 10

(1) The aeronautical authorities of a 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 Contracting Party referred to first in this Article. 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.

(2) In order to secure operational clearances for normal scheduled services the designated airline or airlines of each Contracting Party shall submit to the aeronautical authorities of the other Contracting Party, one month in advance, the complete timetable of the services to be provided specifying the frequencies and the type of aircraft to be used, as well as any other relevant information concerning the operation of such air services.

(3) Extra flights and additional flights shall be agreed between the airlines and notified in accordance with the requirements of the aeronautical authorities.

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 and cargo.

Article 12

The designated airline or airlines of one Contracting Party shall be entitled to maintain on the territory of the other Contracting Party its own representatives together with such technical and commercial staff as are required for the provision of the air services. The Contracting Parties shall give to the airline representatives the freedom of action which is reasonably necessary to enable them to carry out their duties.

Article 13

(1) 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 Schedule annexed thereto and shall consult when necessary to provide for modification thereof.

(2) Either Contracting Party may request consultation, which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

(3) In compliance with the provisions of Article 7 of this Agreement, the designated airlines of the two Contracting Parties shall collaborate fully in operating the agreed services and in all matters which may encourage the growth of traffic of the designated airlines. In furtherance of this there shall be a commercial agreement between the designated airlines operating the specified routes.

Article 14

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, it shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties. If the said authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.

(2) If the settling of any dispute through diplomatic channels is delayed, the two Contracting Parties may agree to submit the dispute for decision to arbitration. The procedures for appointing the arbitrators shall be determined by an agreement between the two Contracting Parties.

Article 15

(1) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement 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.

(2) Any modifications to the Route Schedule annexed to the present Agreement shall be agreed between the aeronautical authorities of the Contracting Parties and shall then be confirmed by an Exchange of Notes.

Article 16

The present Agreement and its Schedule shall be amended by an Exchange of Notes between the Contracting Parties so as to conform with any multilateral Convention or Agreement which may become binding on them.

Article 17

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 (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 Organisation.

Article 18

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

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

DONE in duplicate at London this 28th day of May, 1970 in the English and Bulgarian languages, both texts being equally authoritative.

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

GORONWY OWEN ROBERTS
Minister of State, Board of Trade

EVAN LUARD

For the Government of the People's Republic of Bulgaria:
Г. СТОЙЧКОВ

¹ G. Stoichkov.

SCHEDULE

SECTION I

*Routes to be operated by the designated airline or airlines
of the People's Republic of Bulgaria*

<i>Column 1</i> <i>Points of departure</i>	<i>Column 2</i> <i>Intermediate points</i>	<i>Column 3</i> <i>Points in United Kingdom</i>
(1) Points in Bulgaria	Brussels	London
(2) Points in Bulgaria	An intermediate point or points to be agreed between the airlines and approved by the aero- nautical authorities of the Contracting Parties	London

Note 1

Except with the agreement of the aeronautical authorities of the Contracting Parties to traffic rights may be exercised between points in Column 2 and points in Column 3.

Note 2

The designated airline or airlines of the People's Republic of Bulgaria may, on any or all flights, omit calling at any of the above points, provided that the agreed services on this route begin at a point in Bulgarian territory.

Note 3

A service on which traffic rights are to be exercised in the territory of either Contracting Party on any one of the routes above shall not stop at points other than those included in that route for the purpose of picking up or setting down passengers, mail or cargo. No service shall be operated or advertised as operating under a single flight number from or to a point behind or beyond a point included in a particular route. The flight number must therefore be changed at the first or last point on a route if the aircraft has come from or is destined for a behind or beyond point respectively.

Note 4

It is agreed that points beyond London may be added by agreement between the aeronautical authorities.

SECTION II

*Routes to be operated by the designated airline or airlines
of the United Kingdom of Great Britain and Northern Ireland*

<i>Column 1</i> <i>Points of departure</i>	<i>Column 2</i> <i>Intermediate points</i>	<i>Column 3</i> <i>Points in Bulgaria</i>
(1) Points in the United Kingdom	Belgrade	Sofia
(2) Points in the United Kingdom	An intermediate point or points to be agreed between the airlines and approved by the aeronautical authorities of the Contracting Parties	Sofia

Note 1

Except with the agreement of the aeronautical authorities of the Contracting Parties no traffic rights may be exercised between points in Column 2 and points in Column 3.

Note 2

The designated airline or airlines of the United Kingdom of Great Britain and Northern Ireland may, on any or all flights, omit calling at any of the above points, provided that the agreed services on this route begin at a point in United Kingdom territory.

Note 3

A service on which traffic rights are to be exercised in the territory of either Contracting Party on any one of the routes above shall not stop at points other than those included in that route for the purpose of picking up or setting down passengers, mail or cargo. No service shall be operated or advertised as operating under a single flight number from or to a point behind or beyond a point included in a particular route. The flight number must therefore be changed at the first or last point on a route if the aircraft has come from or is destined for a behind or beyond point respectively.

Note 4

It is agreed that points beyond Sofia may be added by agreement between the aeronautical authorities.