

No. 11840

**AUSTRALIA
and
GREECE**

**Agreement relating to air services (with annex). Signed at
Athens on 10 June 1971**

Authentic text: English.

Registered by Australia on 16 June 1972.

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et
GRÈCE**

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Texte authentique : anglais.

Enregistré par l'Australie le 16 juin 1972.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
COMMONWEALTH OF AUSTRALIA AND THE GOVERN-
MENT OF THE KINGDOM OF GREECE RELATING TO
AIR SERVICES

The Government of the Commonwealth of Australia and the Govern-
ment of the Kingdom of Greece, hereinafter called in the present Agreement
the Contracting Parties:

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 Con-
vention, for the purpose of establishing air services between and beyond
their respective territories;

Have agreed as follows:

Article 1

(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 Greece,
the Civil Aviation Administration and in the case of the Commonwealth of
Australia, the Director-General of Civil Aviation and any person or body
authorised to perform the functions exercised by the Director-General of
Civil Aviation or similar functions;

(c) the term “designated airline” means an airline which has been
designated and authorised in accordance with Article 4 of the present
Agreement;

(d) 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; and

¹ Came into force on 10 June 1971 by signature, in accordance with article 15.

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, p. 21.

(e) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention except that for the word "mandate" therein there is substituted the word "trusteeship".

(2) The Annex to the present Agreement forms an integral part of the Agreement, and all references to the "Agreement" shall be deemed to include reference to the Annex except where otherwise provided.

Article 2

To the extent to which they are applicable to the air services established under this Agreement, the provisions of the Convention shall remain in force in their present form as between the Contracting Parties for the duration of this Agreement as if they were incorporated herein, unless both Contracting Parties ratify any amendment to the Convention which shall have come into force, in which case the Convention as amended shall remain in force as aforesaid.

Article 3

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 thereto. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. Subject to the provisions of the present Agreement, the airline designated by each Contracting Party shall enjoy, while operating and 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 in that route in the Annex for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

Article 4

(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 authorisation.

(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 withhold the rights granted under Article 3, or to impose such conditions as it may deem necessary on the exercise by the airline of those rights in any case where:

- (a) 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 that Contracting Party; or
- (b) the designated airline fails to comply with the national laws and regulations referred to in paragraph (3) of this Article.

(5) At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, the airline so designated and authorised may begin to operate the agreed services.

Article 5

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 3 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 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 6

Fuel, lubricating oils, spare parts, regular equipment and aircraft stores on board aircraft of the designated airline of one Contracting Party on

arrival in the territory of the other Contracting Party or taken on board those aircraft in that territory, and not unloaded from the aircraft without the consent of the customs authorities, if intended solely for use by or in aircraft of that airline in the operation of the agreed services shall, subject to compliance in other respects with the customs requirements of the latter Contracting Party, be exempted from all national or local duties and charges including customs duties and inspection fees imposed in the territory of the latter Contracting Party, even though the supplies are used in or consumed by the aircraft in flights in that territory, with the exception of charges corresponding to the service performed.

Article 7

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 8

(1) There shall be a fair and equal opportunity for the designated 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 airline of each Contracting Party shall take into consideration the interest of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes. The agreed services provided by the designated airline shall have as their primary objective the provision of capacity adequate for the requirements of traffic originating in or destined for the territory of the Contracting Party which has designated that airline. Provision for the carriage on the agreed services of traffic both originating in and destined for 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) the requirements of traffic originating in or destined for the territory of the Contracting Party which has designated the airline;

- (b) the traffic requirements of the area through which the airline passes, after taking account of local and regional services; and
- (c) the requirements of through airline operations.

(4) The capacity which may be provided in accordance with this Article by the designated airline of each of the Contracting Parties on the agreed services shall be such as is agreed between the aeronautical authorities of the Contracting Parties before the commencement by the designated airline concerned of an agreed service and from time to time thereafter.

Article 9

(1) In this Article "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 on any agreed service 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 for any part of the specified route. These tariffs shall be fixed in accordance with the provisions of this Article.

(3) Agreement on the tariffs shall, whenever possible, be reached by the designated airlines concerned through the ratefixing machinery of the International Air Transport Association. When this is not possible, tariffs in respect of each of the specified routes shall be agreed upon between the designated airlines concerned. In any case the tariffs shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

(4) If the designated airlines concerned cannot agree on the tariffs, or if the aeronautical authorities of either Contracting Party do not approve the tariffs submitted to them in accordance with the provisions of paragraph (3) of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement on those tariffs.

(5) If agreement under paragraph (4) of this Article cannot be reached, the dispute shall be settled in accordance with the provisions of Article 12 of this Agreement.

(6) No new or amended tariff shall come into effect unless it is approved by the aeronautical authorities of both Contracting Parties or is determined by a tribunal or arbitrators under Article 12 of this Agreement.

Pending determination of the tariffs in accordance with the provisions of this Article, the tariffs already in force shall apply.

Article 10

(1) The designated airline of each Contracting Party shall file with the aeronautical authorities of the other Contracting Party for approval their proposed schedules (including type of equipment used), at least thirty days before the commencement of each specific period of operation except that the aeronautical authorities may accept such a shorter period as may be consistent with their national laws and regulations. This shall likewise apply to later changes.

(2) 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. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services to and from the territory of the other Contracting Party and the origins and destinations of such traffic.

Article 11

(1) In order to ensure close collaboration in the performance of this Agreement the aeronautical authorities of the Contracting Parties shall consult on request of either of those authorities.

(2) 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 days from the date of receipt of the request. Any modifications so negotiated shall come into force when they have been incorporated in an exchange of notes through the diplomatic channel.

Modifications to the Annex to this Agreement may be negotiated between the aeronautical authorities of the Contracting Parties and shall come into force when they have been incorporated in an exchange of notes through the diplomatic channel.

(3) If a general multilateral convention concerning air transport comes into force in respect of both Contracting Parties, action shall be taken

to amend this Agreement so as to conform with the provisions of that convention.

Article 12

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this 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, 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. 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 note through the diplomatic channel requesting arbitration of the dispute and the third arbitrator shall be appointed within a period of sixty days from the appointment of the arbitrator last appointed. 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.

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

Article 13

The present Agreement and amendments to it shall be registered by the Government of the Commonwealth of Australia with the International Civil Aviation Organization.

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 given in writing through the diplomatic channel and shall be simultaneously communicated to the International Civil Aviation Organization by the Contracting Party giving notice. 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 acknowledgement of receipt by the other Contracting Party, this notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 15

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 at Athens this tenth day of June in the year one thousand nine hundred and seventy one in two originals in the English language.

For the Government
of the Commonwealth of Australia:

For the Government
of the Kingdom of Greece:

[Signed]

[Signed]

R. COTTON

C. X. PALAMAS

ANNEX

(1) The route to be operated in both directions by the designated airline of Australia:

Australia including Territory of Papua and Trust Territory of New Guinea via intermediate points of Hong Kong, Singapore, Malaysia, Thailand, Pakistan, India, Ceylon, Iran, Bahrain to Athens and beyond to the United Kingdom.

(2) The route to be operated in both directions by the designated airline of Greece:

Greece via intermediate points of Cyprus or the Lebanon, Iran, Pakistan, India, Ceylon, Thailand, Malaysia, Singapore to Sydney.

Points on any of the above routes may at the option of the designated airline concerned be omitted on any or all flights, provided that an agreed service shall have its starting point or terminal in the territory of the Contracting Party designating the airline.

The designated airline of either Contracting Party may call at one or more points not indicated on the routes specified in the Annex, but shall not have the right to uplift or discharge, at any such point or points traffic to be discharged, or which has been uplifted, at any point in the territory of the other Contracting Party.