

No. 12403

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

**Air Services Agreement (with annex). Signed at London
on 22 June 1971**

Authentic texts : French, English and Arabic.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 30 March 1973.*

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

**Accord relatif aux transports aériens (avec annexe). Signé
à Londres le 22 juin 1971**

Textes authentiques : français, anglais et arabe.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
30 mars 1973.*

AIR SERVICES AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE TUNISIAN REPUBLIC

The Government of the United Kingdom of Great Britain and Northern Ireland of the one part and the Government of the Tunisian Republic of the other part;

Desiring to encourage the development of air transport between the United Kingdom and Tunisia and to promote international co-operation to the greatest possible extent in that field;

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944;²

Have agreed as follows :

PART I. GENERAL

Article 1. Each Contracting Party shall grant to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing the international civil air services listed in the annex to the present Agreement.

Article 2. For the purpose of the present Agreement and of its annex :

(a) the term “the Convention” means the Convention on International Civil Aviation signed at Chicago on 7 December 1944 and any annex or amendment thereto adopted in accordance with the provisions of that Convention;

(b) the term “territory” has the meaning assigned to it by article 2 of the Convention;

(c) the term “aeronautical authorities” means in the case of Tunisia, the Ministry of National Economy, and in the case of the United Kingdom, the Department of Trade and Industry, or in either case, any person or body authorised to perform the functions at present exercised by the aforesaid bodies;

(d) the term “agreed services” means the air services specified in the route schedule in the annex to the present Agreement;

(e) The term “designated airline” means any airline which either Contracting Party may have chosen to operate the agreed services listed in the annex to the present Agreement and the designation of which has been notified to the aeronautical authorities of the other Contracting Party in accordance with the provisions of article 10 of the present Agreement;

¹ Applied administratively from 22 June 1971, the date of signature, and came into force on 21 June 1972, the date by which the Contracting Parties had notified each other of the completion of their respective constitutional formalities, 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, p. 21.

(f) 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.

Article 3. (1) Aircraft operated on international services by the designated airline or 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 duties and charges on arriving in the territory of the other Contracting Party, provided that such equipment and supplies 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 charges, with the exception of charges corresponding to the service performed :

- (a) Aircraft stores, whatever their origin, taken on board in the territory of one Contracting Party, within limits fixed by the authorities of the said Contracting Party, for use on board 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) Fuels and lubricants destined to supply aircraft operated on international services by the designated airline or airlines of the other Contracting Party, even when those supplies have been taken on board in the territory of the other Contracting Party and are to be used on the part of the journey performed over that territory.

(3) 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 a customs declaration is made in respect of them.

Article 4. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the air routes specified in the annex to the present Agreement. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

Article 5. (1) The laws and regulations of each Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines of the other Contracting Party.

(2) Passengers, crews and consignors of freight shall be required to comply, either in person or through the intermediary of a third person acting in their name and on their behalf, with the laws and regulations governing the admission to, stay in and departure from the territory of either Contracting Party of passengers, crews

or cargo, such as those applying to admission, clearance formalities, immigration, customs and measures governed by health regulations.

Article 6. (1) Either Contracting Party may at any time request consultation between the competent authorities of the two Contracting Parties on any matter concerning the interpretation, application or modification of the present Agreement.

(2) Such consultation which may be by discussion or correspondence shall begin at the latest within sixty (60) days of the date of receipt of the request.

(3) Any modifications which it may be decided to make to the present Agreement shall come into force after confirmation by an exchange of notes through the diplomatic channel.

Article 7. Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. Termination shall take effect one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the expiry of that period. Where the Contracting Party which receives such notice does not acknowledge receipt, that notice shall be deemed to have been received fifteen (15) days after its receipt by the International Civil Aviation Organization.

Article 8. (1) Any dispute relating to the interpretation or application of the present Agreement or of its annex shall be settled either by direct agreement between the aeronautical authorities of the two Contracting Parties or through the diplomatic channel. The status quo shall be maintained during consultations.

(2) Provided that the Contracting Parties may agree to refer the dispute to an arbitral tribunal.

(3) The tribunal shall be composed of three members. Each of the two Governments shall nominate an arbitrator and the two arbitrators shall agree on the appointment of a national of a third State as President.

(4) If the two arbitrators have not been nominated within two months of the date on which one of the two Governments proposed the settlement of the dispute by arbitration, or if the arbitrators have not agreed on the appointment of a President during the month following their own nomination, either Contracting Party may request the President of the International Civil Aviation Organization to make the necessary appointments.

(5) The arbitral tribunal, if it fails to arrive at an amicable settlement, shall take its decision by a majority vote. In so far as the Contracting Parties do not agree to the contrary, the tribunal shall lay down its own rules of procedure and determine its venue.

(6) The Contracting Parties undertake to comply with any provisional measures which may be ordered during the proceedings and also with the arbitral decision, the latter being regarded in all cases as final.

(7) If and for as long as either Contracting Party fails to comply with the decisions of the arbitrators, the other Contracting Party may limit, suspend or revoke the rights or privileges which it has granted under the present Agreement to the Contracting Party in default. Each Contracting Party shall bear the cost

of the remuneration of the work of the arbitrator nominated by it and one half of the remuneration of the President appointed.

PART II. AGREED SERVICES

Article 9. (1) Each Contracting Party shall grant to the other Contracting Party for the benefit of the designated airline or airlines the rights specified in paragraphs (2) and (3) of the present article.

(2) The airline or airlines designated by each of the Contracting Parties shall enjoy in the territory of the other Contracting Party rights of overflight, transit and technical stop.

(3) They shall further enjoy, for the operation of the agreed services, the right to take on and discharge international traffic in passengers, cargo and mail.

Article 10. (1) Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the specified routes. This designation shall be notified in writing to the aeronautical authorities of one Contracting Party by the aeronautical authorities of the other Contracting Party.

(2) The Contracting Party receiving notification of such designation shall, subject to the provisions of paragraphs (3) and (4) of this article, without delay grant the appropriate operating authorisations to the airline or airlines designated by the other Contracting Party.

(3) The aeronautical authorities of one Contracting Party may require the airline or airlines designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by such authorities in accordance with the provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

(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 the designated airline or airlines of the rights specified in article 9 of the present Agreement, 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) On receipt of the operating authorisation provided for in paragraph (2) of this article, the designated airline or airlines may begin at any time to operate any agreed service, provided that a tariff established in accordance with the provisions of article 16 of the present Agreement is in force in respect of that service.

Article 11. (1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in article 9 of the present Agreement by an airline or airlines designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights 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 its nationals; or

- (b) that airline fails to comply with the laws and regulations of the Contracting Party granting such rights; or
- (c) the airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement and its annex.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this article is at once essential to prevent further infringements of laws or regulations, such right may be exercised only after consultation with the other Contracting Party.

Article 12. (1) The designated airlines shall enjoy equal rights in the operation of the agreed services between the territories of the Contracting Parties.

(2) The designated airlines shall take into consideration their mutual interests on common sectors, so as not to affect unduly their respective services.

Article 13. (1) On each of the routes included in the annex to the present Agreement, the agreed services 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 international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline or airlines operating the said services.

(2) The airline or airlines designated by one of the Contracting Parties may, subject to the limitations on global capacity stipulated in the first paragraph of this article, provide for the needs of traffic between the territories of third countries situated on the agreed routes and the territory of the other Contracting Party, after account has been taken of local and regional services.

(3) Wherever it is justified by a temporary increase in traffic on these same routes, additional capacity may be provided by the designated airlines over and above that referred to in the first paragraph of this article, subject to the approval of the aeronautical authorities of the Contracting Parties.

Article 14. (1) The designated airlines shall, not later than thirty (30) days before the commencement of air services on routes provided for in the annex to the present Agreement, inform the Contracting Parties of the type of service, type of aircraft, and the schedules to be operated. The same rule shall apply in respect of subsequent changes.

(2) The aeronautical authorities of a Contracting Party shall on request furnish the aeronautical authorities of the other Contracting Party with such periodic or other statistical data about the designated airline or airlines as may be reasonably required for the purpose of reviewing the capacity provided by an airline designated by the first-mentioned Contracting Party on routes laid down in the annex to the present Agreement. Such data shall include all the information required to determine the volume of traffic carried and also the place of origin and destination of such traffic.

Article 15. The two Contracting Parties agree to consult together whenever necessary in order to co-ordinate their respective air services.

Article 16. The tariffs to be applied by the designated airline or airlines of one of the Contracting Parties for transport destined for or coming from the territory of the other Contracting Party shall be fixed at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable

profit and the tariffs of other airlines. These tariffs shall be fixed in accordance with the following provisions :

(a) The tariffs shall, if possible, be fixed by mutual agreement between the designated airlines after consultation where necessary with other airlines operating over the whole or part of the same route. Such agreement shall, wherever possible, be reached by using the procedures of the International Air Transport Association. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties, not less than one month prior to the date appointed for their introduction. If the aeronautical authorities of one of the Contracting Parties do not approve these tariffs, notice thereof shall be given in writing to the aeronautical authorities of the other Contracting Party within fifteen (15) days of the date of communication of these tariffs or within any other time limit to be agreed upon.

(b) Failing agreement between the designated airlines or if the tariffs are not approved, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a settlement on the tariffs to be established.

(c) In the absence of any settlement, the dispute shall be submitted to the procedure provided for in article 8 above.

(d) The tariffs already established shall remain in force until new tariffs have been fixed in accordance with the provisions of sub-paragraphs (a), (b) and (c) above, but for a period not exceeding twelve months from the date of notification of the new tariffs provided for in sub-paragraph (a) above.

Article 17. Each Contracting Party shall grant to the airline or airlines of the other Contracting Party the right to transfer to its or their head office or offices, the excess of receipts over expenditure resulting from the operation of the agreed services, in accordance with any payments procedure in respect of financial transactions between the two Contracting Parties.

PART III. FINAL PROVISIONS

Article 18. The provisions of the present Agreement shall be applied administratively from the date of signature and shall enter into force as soon as the Contracting Parties have notified each other of the completion of their respective constitutional formalities.

Article 19. The present Agreement and the annex thereto shall be communicated to the International Civil Aviation Organization for the purpose of registration.

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

DONE in duplicate at London this 22nd day of June 1971 in the Arabic, English and French languages, all three texts being equally authoritative.

In the event of any difference of interpretation the French text shall prevail.

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

For the Government
of the Tunisian Republic :

ALEC DOUGLAS-HOME

MASMOUDI

ANNEX

ROUTE SCHEDULE

British Routes :

- (1) London – Tunis and v.v.
- (2) London – Tunis – Kano – Lagos and v.v. without traffic rights between London and Tunis in either direction or between Tunis and Kano in either direction.
- (3) London – Tunis – Entebbe – Lusaka and v.v. without traffic rights between London and Tunis in either direction or between Tunis and Entebbe in either direction.

Route (1) may be combined with one of the other two routes or with both at the same time.

Tunisian Routes :

- (1) Tunis – London and v.v.
- (2) Tunis – London – Copenhagen – Helsinki and v.v. without traffic rights between Tunis and London in either direction or between London and Copenhagen in either direction.
- (3) Tunis – London – Dublin – Oslo and v.v. without traffic rights between Tunis and London in either direction or between London and Dublin in either direction.

Route (1) may be combined with one of the other two routes or with both at the same time.
