

No. 12409

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

**Agreement relating to civil air transport (with annex).
Signed at Bucharest on 19 June 1972**

Authentic texts : English and Romanian.

*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
ROUMANIE**

**Accord relatif au transport aérien civil (avec annexe). Signé
à Bucarest le 19 juin 1972**

Textes authentiques : anglais et roumain.

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

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA RELATING TO CIVIL AIR TRANSPORT

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Socialist Republic of Romania;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;²

Wishing to pursue the development of international co-operation in the field of air transport; and

Desiring to conclude an agreement based on the provisions of the said Convention for the purpose of establishing scheduled air transport services between and beyond their respective territories;

Have agreed as follows :

Article 1. For the purposes of the present Agreement and the annex thereto, 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 both Contracting Parties;

(b) the term “aeronautical authorities” means, in the case of the United Kingdom, the Secretary of State for Trade and Industry and in the case of the Socialist Republic of Romania, the Ministry of Transport and Telecommunications—Civil Aviation Board or in each case any person or body empowered to perform the functions presently exercised by the said authorities;

(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 has the meaning assigned to it in article 2 of the Convention;

(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 and operating air services on the routes specified in the annex to this Agreement.

¹ Came into force on 19 June 1972 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, p. 21.

Such services and routes are hereinafter called “the agreed services” and “the specified routes” respectively.

(2) An airline designated by each Contracting Party shall enjoy the following rights:

- (a) to fly, without landing, over the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes;
- (c) to put down and to take on international traffic in passengers, cargo and mail, under the conditions set forth in the present Agreement and the annex hereto.

(3) Nothing in the provisions of the present Agreement shall be deemed to confer on an airline designated by 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 (“cabotage”).

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.

(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 applied by such authorities to the operation of international air services.

(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 10 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 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 fuels and lubricants and aircraft stores (including food, beverages, tobacco and other products destined for sale to passengers in limited quantities during the flight) 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, supplies and aircraft stores 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 and taxes, with the exception of charges representing services rendered :

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in international services of an airline designated by the other Contracting Party;
- (b) fuels and lubricants taken on board in the territory of either Contracting Party and destined to supply outbound aircraft operated on international services by a designated airline of the other Contracting Party, even when such supplies are used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;
- (c) spare parts and regular airborne equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by a designated airline of the other Contracting Party.

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 operated by a designated airline 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 the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 7. (1) The designated airlines of the two Contracting Parties shall have fair and equal opportunity to operate the agreed services between the territories of the Contracting Parties.

(2) In the operation of the agreed services, the designated airlines of each Contracting Party shall take into consideration the interests of the airlines designated by the other Contracting Party, so as not to affect unduly the services operated by the latter airlines on all or part of the same routes.

(3) The agreed services shall bear close relationship to the requirements of the public for transportation on the specified routes. Each agreed service shall have as its primary objective the provision at a reasonable load factor of

capacity adequate to meet 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.

(4) The rights granted to a designated airline of either Contracting Party for the carriage of passengers, cargo and mail between the territory of the other Contracting Party and the territories of third countries shall, in accordance with the general principles of development of international air services, be exercised in such a way that the transport capacity offered on any specified route is 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 requirements of traffic of the area through which the airline passes, after taking into account other air services established by airlines of the States situated in the area; and
- (c) the requirements of economical through airline operation.

Article 8. (1) The designated airlines of the two Contracting Parties shall determine by direct agreement the frequency of the services, the co-ordination of timetables and, in general, the economic and technical conditions on which the agreed services shall be operated. In furtherance of this there shall be a commercial agreement between the designated airlines operating the agreed services.

(2) The timetables of the agreed services shall be submitted for approval to the aeronautical authorities of the two Contracting Parties at least thirty (30) days before the operation of the said services is started. The same requirements shall apply to any amendments to the said timetables.

Article 9. The designated airlines of either Contracting Party shall have the right to maintain, in the territory of the other Contracting Party, their own representatives, being technical personnel for the provision of the agreed services and commercial personnel for traffic promotion. Any of these may be either United Kingdom or Romanian nationals.

Article 10. (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, characteristics of each service 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 shall be given within thirty (30) days from the date of submission in accordance with paragraph (4) of this article. 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 the approval 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 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) An existing tariff shall remain in force until a new tariff has been established in accordance with the provisions of this article. 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 11. The aeronautical authorities of one Contracting Party shall furnish the aeronautical authorities of the other Contracting Party, at their request, with operating statistics relating to the utilisation made of the transport capacity offered by a designated airline of the first Contracting Party on each of the specified routes. Such statistics shall, as far as possible, contain all information required to determine the amount of the traffic carried by that airline as well as the origin and destination of such traffic.

Article 12. The excess of receipts over expenditure earned by a designated airline of one Contracting Party in the territory of the other Contracting Party shall be transferred in accordance with the applicable provisions of any Payments Agreement in force between the two Contracting Parties. If such Agreement does not exist or its provisions are not applicable, payments shall be made in a freely convertible currency; the transfer of such sums shall be free and unaffected by taxation or restrictions.

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 for the purpose of ensuring the observance of the principles and the satisfactory compliance with the provisions established in the present Agreement.

(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. Modifications so agreed upon shall come into force when they have been confirmed by an exchange of diplomatic notes.

(3) Modifications of the annex to the present Agreement may be made by direct agreement between the aeronautical authorities of the Contracting Parties. Any modifications so agreed shall come into force upon notification through diplomatic channels.

(4) Consultation between the Contracting Parties or between their aeronautical authorities shall begin within a period of sixty (60) days from the date the request is received unless both Contracting Parties agree to an extension of this period.

Article 14. Any dispute relating to the interpretation or application of the present Agreement or the annex therof 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.

Article 15. The present Agreement and the annex thereof shall be amended by common accord between the Contracting Parties, so as to conform with any multilateral convention which may become binding on both Contracting Parties.

Article 16. Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The Agreement shall then 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 mutual agreement before the expiry of this period. In the absence of acknowledgment of receipt by the other Contracting Party, this notice shall be deemed to have been received fourteen (14) days after the receipt of the communication by the International Civil Aviation Organization.

Article 17. The present Agreement and any eventual modifications to it shall be registered with the International Civil Aviation Organization.

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 Bucharest this 19th day of June 1972 in the English and Romanian languages, both texts being equally authoritative.

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

D. R. ASHE

For the Government
of the Socialist Republic
of Romania :

F. DANALACHE

ANNEX

SCHEDULE OF ROUTES

I

Routes on which air services may be operated by the designated airlines of Romania :

1. Bucharest – Brussels – London and vice versa.

II

Routes on which air services may be operated by the designated airlines of the United Kingdom :

1. London – Zagreb – Bucharest and vice versa.

NOTE: Any point or several points on the specified routes may, at the option of the designated airline concerned, be omitted on any or all flights provided that such flight or flights begin at the point specified in the territory of the party having designated the airline.
