

No. 13463

**SWITZERLAND
and
TRINIDAD AND TOBAGO**

Agreement relating to air services (with annex). Signed at Port of Spain on 15 December 1971

Authentic texts: English and French.

Registered by the International Civil Aviation Organization on 5 August 1974.

**SUISSE
et
TRINITÉ-ET-TOBAGO**

Accord relatif aux services aériens (avec annexe). Signé à Port of Spain le 15 décembre 1971

Textes authentiques: anglais et français.

Enregistré par l'Organisation de l'aviation civile internationale le 5 août 1974.

AGREEMENT¹ BETWEEN THE SWISS CONFEDERATION AND TRINIDAD AND TOBAGO RELATING TO AIR SERVICES

The Swiss Federal Council and the Government of Trinidad and Tobago considering that Switzerland and Trinidad and Tobago are Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944.²

Desiring to develop international co-operation in the field of air transport, and

Desiring to conclude an agreement for the purpose of establishing regular air services between and beyond their respective territories,

Have appointed plenipotentiaries who, duly authorised to that effect, have agreed as follows:

Article 1. For the purpose of the present Agreement and its annex:

a. The term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;

b. The term “aeronautical authorities” means, in the case of Switzerland, the Federal Air Office and, in the case of Trinidad and Tobago, the Minister responsible for the subject of Civil Aviation or in both cases any person or body authorised to perform the functions assigned to the said authorities.

c. The term “designated airline” means an airline which one Contracting Party has designated, in accordance with article 3 of the present Agreement, for the operation of the agreed air services.

d. The term “tariff” shall be deemed to include all rates tolls, fares and charges for transportation, and the conditions of carriage, classifications, rules, regulations, practices and services related thereto.

Article 2. 1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing air services on the routes specified in the schedules of the annex to the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes”, respectively.

2. Subject to the provisions of the present Agreement the airline designated by each Contracting Party shall enjoy, while operating international services:

a. the right to fly without landing across the territory of the other Contracting Party;

b. the right to make stops in the said territory for non-traffic purposes;

c. the right to take up and set down in the said territory at the points specified in the annex international traffic in passengers, cargo and mail.

¹ Applied provisionally from 15 December 1971, the date of signature, and came into force definitively on 14 January 1974, the date on which the Contracting Parties notified each other of the fulfilment of their constitutional formalities, in accordance with article 19.

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.

3. Nothing in this article shall be deemed to confer on the airline of one Contracting Party the privileges of taking up in the territory of the other Contracting Party, passengers, cargo and mail destined for another point in the territory of that other Contracting Party.

Article 3. 1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services. Such designation shall be effected by virtue of a written notification between aeronautical authorities of both Contracting Parties.

2. The Contracting Party which has received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this article, grant without delay to the designated airline of the other Contracting Party the necessary operating authorisation.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary for the exercise by the designated airline of the rights specified in article 2 of the present Agreement, whenever 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. Having received the operating authorisation, provided for under paragraph 2 of the present article, the designated airline may begin at any time to operate the agreed services, provided that tariffs established in accordance with the provisions of article 10 of the present Agreement are in force with respect to such services.

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 the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:

- a. it is not satisfied that substantial ownership and effective control of the said airline are vested in the Contracting Party designating the airline or in its nationals, or
- b. the said airline has failed to comply with the laws or regulations of the Contracting Party granting these rights, or
- c. the said airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement and its annex.

2. Unless revocation, suspension or imposition of the conditions provided for under paragraph 1 of this article shall be essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5. 1. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services between the territories of the Contracting Parties.

2. The designated airline of Each Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party so as not to affect unduly the agreed services of the latter airline.

3. The capacity of transport offered by the designated airlines shall be adapted to traffic demands.

4. The main objective of the agreed services shall be to provide capacity corresponding to traffic demands between the territory of the Contracting Party which has designated the airline and the points served on the specified routes.

5. The right of each of the designated airlines to carry international traffic between the territory of the other Contracting Party and the territories of third countries shall be exercised in conformity with the general principles of normal development to which both Contracting Parties subscribe and subject to the condition that the capacity shall be adapted:

- a. to traffic demands from and to the territory of the Contracting Party which has designated the airline;
- b. to traffic demands of the areas through which the service passes, local and regional services being taken into account;
- c. to the requirements of an economical operation of the agreed services.

6. In the event the designated airlines of the Contracting Parties enter into a pooling arrangement in accordance with chapter XVI of the Convention, either Contracting Party may permit the other Contracting Party to exercise on the specified routes or any part thereof any of the rights exercised by its own designated airline.

7. The schedules of the services shall be submitted for approval to the aeronautical authorities at least thirty (30) days before the date of their entry into force.

Article 6. 1. Aircraft operated on international services by the designated airline of one Contracting Party, as well as their normal equipment, supplies of fuel and lubricants and aircraft stores, including food, beverages and tobacco, carried on board such aircraft shall, on entering into the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and other duties or taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported.

2. There shall also be exempt from the same duties, fees and taxes, with the exception of charges corresponding to the services rendered:

- a. aircraft stores taken on board in the territory of one Contracting Party, within the limits fixed by the Authorities of the said Contracting Party, and intended for use on board aircraft operated on an international service by the designated airline of the other Contracting Party;
- b. spare parts and normal on board equipment imported into the territory of one of the Contracting Parties for the maintenance or repair of aircraft operated on international services;
- c. fuel and lubricants destined for the designated airline of the other Contracting Party to supply aircraft operated on international services, 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 have been taken on board.

3. Materials referred to in sub-paragraphs (a), (b), and (c) above may be required to be kept under customs supervision or control.

4. The normal on board equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airline of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the

customs authorities of such a territory. In such a case, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 7. Passengers, baggage and cargo in transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 8. 1. The laws, regulations and procedures of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Each Contracting Party undertakes not to grant any preferences to its own airlines with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for by the present article.

4. When utilizing the airports and other facilities offered by one Contracting Party, the designated airline of the other Contracting Party shall not have to pay fees higher than those which have to be paid by national aircraft operating on scheduled international services.

5. The designated airline of one Contracting Party shall have the right to maintain representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff.

Article 9. 1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognised as valid by the other Contracting Party.

2. Each Contracting Party reserves its rights, however, to refuse to recognise as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

Article 10. 1. 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, the characteristics of each service and the tariffs charged by other airlines.

2. The tariffs referred to in paragraph 1 of the present article shall, if possible, be established by mutual agreement by the designated airlines of both Contracting Parties and after consultation with the other airlines operating over the whole or part of the same route. The designated airlines shall, wherever possible, reach such an agreement through the rate-fixing procedure established by the international body which formulates proposals in this matter.

3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of

their introduction. In special cases, this time limit may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines cannot agree, or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to determine the tariffs by mutual agreement.

5. In default of agreement the dispute shall be submitted to arbitration as provided for in article 15 hereafter.

6. Subject to the provisions of paragraph 3 of this article no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

7. The tariffs already established shall remain in force until new tariffs have been fixed in accordance with the provisions of this article or article 15 of the present Agreement but not longer than twelve (12) months from the day of disapproval by the aeronautical authorities of one of the Contracting Parties.

Article 11. Each Contracting Party undertakes to guarantee to the designated airline of the other Contracting Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure realised in its territory in due proportion to the carriage of passengers, baggage, cargo and mail by the said designated airline. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

Article 12. The aeronautical authorities of the Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to the amount of traffic carried on the agreed services.

Article 13. 1. Each Contracting Party or its aeronautical authorities may consult with the other Contracting Party or with its aeronautical authorities with a view of ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the annex thereto.

2. A consultation requested by one of the Contracting Parties or their aeronautical authorities shall begin within a period of sixty (60) days of the date of receipt of the request.

Article 14. 1. Any modification of the present Agreement shall enter into force when the two Contracting Parties will have notified to each other the fulfilment of their constitutional procedures relating to the conclusion and the entering into force of international agreements.

2. Modifications to the annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall enter into force after having been confirmed by an exchange of diplomatic notes.

Article 15. 1. Any dispute between the Contracting Parties relating to the interpretation or application of the present Agreement, which cannot be settled by direct negotiations or through diplomatic channels, shall, on the request of either Contracting Party, be submitted to an arbitral tribunal composed of three members.

2. In such a case, each Contracting Party shall nominate an arbitrator and the two arbitrators shall appoint a third arbitrator, national of a third State, as president. If within a period of two months from the date one of the Contracting Parties has nominated an arbitrator, the other Contracting Party has not nominated its own, or, if within the month following the nomination of the second arbitrator, the arbitrators so

nominated have not agreed on the appointment of the president, each Contracting Party may request the President of the Council of the International Civil Aviation Organization to proceed with the necessary nominations.

3. The arbitral tribunal shall determine its own procedure and decide on the distribution of the cost of the procedure.

4. The Contracting Parties undertake to comply with any decision delivered in application of the present article.

Article 16. The present Agreement and its possible modifications shall be registered with the International Civil Aviation Organization.

Article 17. The present Agreement and its annex shall be amended so as to be in accordance with any multilateral convention which may become binding on both Contracting Parties.

Article 18. 1. Each Contracting Party may at any time notify to the other Contracting Party its decision to terminate the present Agreement; such notification shall simultaneously be communicated to the International Civil Aviation Organization.

2. The notice of termination shall become effective at the termination of the time-table period during which a period of twelve (12) months will have elapsed, unless it is withdrawn by mutual agreement before this period expires.

3. In default of acknowledgement of receipt by the other Contracting Party, the notification shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organization will have received communication thereof.

Article 19. The present Agreement shall be applied provisionally from the date of its signature; it shall enter into force when the Contracting Parties will have reciprocally notified the fulfilment of their constitutional formalities with regard to the conclusion and the entering into force of international agreements.

EN FOI DE QUOI les plénipotentiaires des deux Parties contractantes ont signé le présent Accord.

FAIT à Port of Spain le quinze décembre 1971 en double exemplaire, en langues française et anglaise, les deux textes faisant également foi.

IN WITNESS WHEREOF the Plenipotentiaries of the two Contracting Parties have signed the present Agreement.

DONE at Port of Spain in duplicate this fifteenth day of December 1971 in the English and French languages, both texts being equally authentic.

Pour le Conseil fédéral suisse¹

[*Signed — Signé*]

ROGER DÜRR

Pour le Gouvernement de Trinité-et-Tobago²

[*Signed — Signé*]

KAMALUDDIN MOHAMMED

¹ For the Swiss Federal Council.

² For the Government of Trinidad and Tobago.

ANNEX

ROUTE SCHEDULES

I

Routes on which air services may be operated by the designated airline of Switzerland:

<i>Points of departure</i>	<i>Intermediate points: one or more of the following:</i>	<i>Destination</i>	<i>Points beyond: one or more of the following:</i>
Points in Switzerland	Paris	One point in Trinidad and Tobago	Panama
/	Brussels		Bogotá
	Amsterdam		Quito
	London		Guayaquil
	Madrid		Lima
	Lisbon		Santiago de Chile
	Sta Maria (Azores)		
	Casablanca		
	Las Palmas		
	Tenerife		
	Dakar		
	Paramaribo		
	Hamilton (Bermuda)		
	Bridgetown		

1. Points may be omitted on any or all flights.
2. Points on any of the specified routes need not necessarily be served in the order in which they have been specified, provided that the route flown does not cease to be reasonably direct.
3. Points not mentioned in the schedules may be served by the designated airline of either Party, however, without traffic rights between such point/s and the territory of the other Party, except if such rights have expressly been granted.

ROUTE SCHEDULES

II

Routes on which air services may be operated by the designated airline of Trinidad and Tobago:

<i>Points of departure</i>	<i>Intermediate points: one or more of the following:</i>	<i>Destination</i>	<i>Points beyond: one or more of the following:</i>
Points in Trinidad and Tobago	Barbados	One point in Switzer- land	Frankfurt
	St. Lucia		Copenhagen
	Antigua		Stockholm
	Martinique		Oslo
	Guadeloupe		Rome

*Intermediate points:
one or more
of the following:*

Bermuda
Lisbon
Madrid
London
Paris
Brussels
Amsterdam

1. Points may be omitted on any or all flights.
 2. Points on any of the specified routes need not necessarily be served in the order in which they have been specified, provided that the route flown does not cease to be reasonably direct.
 3. Points not mentioned in the schedules may be served by the designated airline of either Party, however, without traffic rights between such point/s and the territory of the other Party, except if such rights have expressly been granted.
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