

No. 13559

**BELGIUM
and
SIERRA LEONE**

Agreement for air services between and beyond their respective territories (with annex). Signed at Brussels on 9 September 1974

Authentic text: English.

Registered by Belgium on 23 September 1974.

**BELGIQUE
et
SIERRA LEONE**

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Signé à Bruxelles le 9 septembre 1974

Texte authentique: anglais.

Enregistré par la Belgique le 23 septembre 1974.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM AND THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Kingdom of Belgium and the Government of the Republic of Sierra Leone (hereinafter referred to as 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 and

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. INTERPRETATION

For the purpose of the present Agreement and any annex attached hereto, 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 which have been adopted by both Contracting Parties;

(b) The term “aeronautical authorities” means, in the case of Sierra Leone, the Minister responsible for the Ministry of Transport and Communications, and any person or body authorised to perform any functions at present exercised by the said Minister or similar functions, and in the case of Belgium the Minister responsible for Civil Aviation and any person or body authorised to perform any functions at present exercised by the said Minister of similar functions;

(c) The term “designated airline” means an airline which has been designated and authorized in accordance with article 3 of the present Agreement;

(d) The term “territory” in relation to a state shall have the meaning assigned to it by 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;

¹ Came into force on 9 September 1974 by signature, in accordance with article 17.

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; vol. 740, p. 21, and vol. 893, p. 117.

(f) The terms “aircraft equipment”, “aircraft stores” and “spare parts” have the meanings respectively assigned to them in annex 9 of the Convention; and

(g) 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 2. RIGHTS AND PRIVILEGES OF DESIGNATED AIRLINES

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 annex to the present Agreement (hereinafter respectively referred to as the “agreed services” and “specified routes”).

2. Subject to the provisions of the present Agreement, the designated airline of each Contracting Party shall enjoy the following privileges:

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to land in the territory of the other Contracting Party for non-traffic purposes; and
- (c) while operating an agreed service on a specified route to make stops in the territory of the other Contracting Party, on the points specified for that route in the annex to the present Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for the territory of the other Contracting Party or of a third Country.

3. Nothing in paragraph 2 of this article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3. DESIGNATION OF AIRLINES AND REVOCATION, ETC., OF THEIR PRIVILEGES

1. Each Contracting Party shall have the right to designate in writing, through the aeronautical authorities, 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 the designation, the other Contracting Party, through its aeronautical authorities, and subject to the provisions of paragraph 3 and 4 of this article, shall grant without delay to the airline or airlines designated the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may request the designated airline of the other Contracting Party to satisfy them that it is

qualified to fulfill the conditions prescribed under the laws and regulations which they normally apply to the activity of air carriers operating international air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline or to withhold or revoke the granting to an airline of the privileges specified in paragraph 2 of article 2 of the present Agreement, or to impose such appropriate conditions as it may deem necessary on the exercise by an airline of those privileges, in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party, or in nationals of the Contracting Party designating the airline.

5. When an airline has been so designated and granted operating authorization, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of article 7 of the present Agreement is in force in respect of that service.

6. Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph 2 of article 2 of the present Agreement, or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges, in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed by or under the present Agreement provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article 4. MODE OF OPERATING THE AGREED SERVICES

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 designed 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 had 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 airlines pass, 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 5. CHANGE OF GAUGE

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 only on the following conditions:

- (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 the capacity article, *viz.* article 4, 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 6. EXEMPTION FROM CUSTOMS DUTIES, ETC.

1. Aircraft operated on international air 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 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:

- (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 air 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 air services by the designated airlines of the other Contracting Party;
- (c) fuel and lubricants destined to supply outbound aircraft operated on international air 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.

3. Materials exempted under paragraph 2 of this article may be required to be kept under Customs supervision or control.

4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft or 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. Where they are so unloaded 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. TARIFFS

1. 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.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association (I.A.T.A.).

3. The tariffs so agreed shall be submitted for the approval of 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 on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph 2 of this article, or if during the first fifteen (15) days of the thirty (30) days' period referred to in paragraph 3 of this article the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their dissatisfaction with any tariff agreed in accordance with the provisions of paragraph 2 of this article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this article or on the determina-

tion of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of article 12 of the present Agreement.

6. Subject to the provisions of paragraph 5 of this article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

7. The tariffs established in accordance with the provisions of this article shall remain in force until new tariffs have been established in accordance with the provisions of this article.

Article 8. APPLICATION OF LAWS AND REGULATIONS TO AIRCRAFT, ETC.

1. The laws and regulations of one 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 designated by the other Contracting Party and shall be complied with by such aircraft upon entry into, or departure from, and while within the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to, or departure from, its territory of passengers, crew or cargo of aircraft, including regulations relating to entry, clearance, passports, customs and quarantine, shall be complied with upon entry into, departure from and while within the territory of that Contracting Party.

Article 9. STATEMENTS OF STATISTICS

The aeronautical authorities of either 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 first Contracting Party. 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.

Article 10. TRANSFER OF EXCESS RECEIPTS

1. 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. Such transfer shall be effected in accordance with the regulations in force at the time when transfer is requested.

2. In the case of conflict between the provisions of paragraph 1 of this article and the provisions of any special agreement governing the foreign currency system between the Contracting Parties, the latter shall prevail.

Article 11. CONSULTATIONS

1. In the spirit of close co-operation, the aeronautical authorities of both 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 schedules annexed thereto, and shall also 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 such consultation within a period of sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period.

Article 12. SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

2. (a) If the Contracting Parties fail to reach a settlement by negotiation they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall 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 (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days.

(b) 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.

(c) In both cases, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

3. The Contracting Parties shall comply with any decision given under paragraph 2 of this article.

4. Each Contracting Party will be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Contracting Parties shall share equally all such further expenses involved in the activities of the tribunal including those of the President.

5. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under this article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline or airlines of that Contracting Party.

Article 13. AMENDMENT TO AGREEMENT

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, including the schedules annexed thereto, such modification, if agreed between the Contracting Parties, and if necessary after consultation in accordance with article 11 of the present Agreement, shall come into effect when confirmed by an exchange of notes.

Article 14. EFFECT OF OTHER MULTILATERAL AGREEMENT ON PRESENT AGREEMENT

In the event of the conclusion of any general multilateral agreement concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such Agreement.

Article 15. TERMINATION OF AGREEMENT

1. The present Agreement shall be concluded for an indefinite period of time.
2. Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the present 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, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 16. REGISTRATION OF AGREEMENT WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

The present Agreement and any amendments to it, including any exchange of notes, shall be registered by either Contracting Party with the International Civil Aviation Organization.

Article 17. ENTRY INTO FORCE

The present Agreement shall come 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 Brussels, this 9th day of September, 1974, in two originals, in the English language, both texts being equally authentic.

For the Government
of the Kingdom of Belgium:

[Signed — Signé]¹

For the Government
of the Republic
of Sierra Leone:

[Signed — Signé]²

ANNEX

ROUTE SCHEDULE

A. *Routes to be operated by the designated airline or airlines of the Republic of Sierra Leone*

<i>Departure</i>	<i>Intermediate points</i>	<i>Points in territory</i>	<i>Points beyond</i>
1. Points in Sierra Leone	Gambia Senegal Morocco Algeria Tunisia Libya Spain Italy France Switzerland	Belgium	Netherlands Federal Republic of Germany German Democratic Republic Denmark Norway Sweden United Kingdom Canada United States of America

NOTE: The designated airline or airlines of Sierra Leone may on any or all flights omit calling at any of the above-mentioned points, provided that the agreed services on these routes begin at a point in Sierra Leone.

¹ Signed by R. Van Elslande — Signé par R. Van Elslande.

² Signed by E. Kargbo — Signé par E. Kargbo.

ROUTE SCHEDULE

B. *Routes to be operated by the designated airline or airlines of the Kingdom of Belgium*

<i>Departure</i>	<i>Intermediate points</i>	<i>Points in territory</i>	<i>Points beyond</i>
1. Points in Belgium	France Spain Portugal Algiers Casablanca Las Palmas Dakar Conakry	Freetown	Monrovia Abidjan Accra Cotonou Lagos Points in South America

NOTE: 1. The designated airline or airlines of the Kingdom of Belgium may on any or all flights omit calling at any of the above-mentioned points, provided that the agreed services on these routes begin at a point in Belgium.

2. (a) No traffic rights will be exercised for the time being between Freetown and Casablanca, Las Palmas, Dakar, Conakry, Monrovia, Accra, Lagos.

(b) The exercise of traffic rights on these sectors shall depend on the outcome of negotiations between the Government of the Kingdom of Belgium and those third States concerned. Upon notification of an agreement to this effect to the aeronautical authorities of the Government of the Republic of Sierra Leone, the sectors concerned shall be deleted from the list mentioned in sub-paragraph (a) above.

3. The designated airline or airlines of the Kingdom of Belgium may, for scheduling purposes, serve the points Dakar, Conakry, Monrovia, Abidjan, Accra, Cotonou and Lagos as intermediate points or as points beyond.