

No. 14078

**NETHERLANDS
and
MAURITIUS**

**Agreement relating to air services (with annex). Signed at
Port Louis on 15 November 1973**

Authentic text: English.

Registered by the International Civil Aviation Organization on 12 June 1975.

**PAYS-BAS
et
MAURICE**

**Accord relatif aux services aériens (avec annexe). Signé à
Port-Louis le 15 novembre 1973**

Texte authentique : anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 12 juin 1975.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF MAURITIUS RELATING TO AIR SERVICES

The Government of the Kingdom of the Netherlands and the Government of Mauritius hereinafter described as the “Contracting Parties”:

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th December, 1944;²

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

Have agreed as follows:

Article I. 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 been adopted by both Contracting Parties;

(b) The term “aeronautical authorities” shall mean, in the case of Mauritius, the Ministry charged with the responsibility for Civil Aviation and in the case of the Kingdom of the Netherlands, the Director General of Civil Aviation, and in both cases any person or body authorised to perform the functions presently exercised in the said Ministry or by the said Director General;

(c) The term “designated airline” shall mean an airline which one Contracting Party has designated in writing to the other Contracting Party, in accordance with Article III of the present agreement;

(d) The terms “territory”, “air services”, “international air service” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

Article II. 1. 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 (hereinafter called “the agreed services” and the “specified routes”).

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

- (a) to fly without landing across the territory of the other Contracting Party,
- (b) to make stops 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 at the point specified for that route in the Annex to the present Agreement, for the purpose of putting down or taking on international traffic in passengers, and/or cargo and/or mail, originating in or destined for the territory of the first Contracting Party or of a third country.

¹ Applied provisionally as from 15 November 1973, the date of signature, and came into force definitively on 18 August 1974, the date laid down in the exchange of notes by which the Contracting Parties informed each other of the completion of the formalities required by their national legislation, in accordance with the article XVII (2).

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.

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

Article III. 1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of the designation, the 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 applied by them to the operations of air carriers and of international commercial air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of the airline or to withhold the grant to the airline of the rights specified in paragraph 2 of Article II of the present Agreement or to impose such conditions as it may deem necessary on the exercise by the airline of those rights in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the other Contracting Party or its nationals.

5. The airline so designated and authorised may begin to operate the agreed services at any time provided that the provisions of Articles VIII and X have been complied with.

Article IV. 1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article II 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 V. The charges imposed in the territory of one Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party shall not be higher than those paid by the aircraft of a national airline engaged in similar international air services.

Article VI. 1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, spare parts, 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 duties or taxes 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.

2. Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international services shall be exempt from all national duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party, even when these supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.

3. The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants 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 Party, who may require that those materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article VII. 1. The designated airline of each Contracting Party shall, in all respects, enjoy fair and equal opportunity for the carriage of international traffic between and beyond the territories of the two Parties.

2. In the operation by the designated airline of either Contracting Party of the agreed air services the interests of the designated airline of the other Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.

3. The air transport facilities available under the present Agreement shall bear a close relationship to the current and reasonably anticipated requirements of the public for such transport.

4. The agreed services provided by a designated airline shall retain as their primary objective the provision, at a reasonable loadfactor, of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic. The right to embark and to disembark on such services international traffic destined for or coming from third countries at a point or points of the specified routes shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related:

- (1) to traffic requirements between the country of origin and the countries of destination,
- (2) to the requirements of through airline operation, and
- (3) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Article VIII. Each Contracting Party shall cause its designated airline to communicate to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, prior to the inauguration of the agreed services, the type of service, the type of aircraft to be used and the flight schedules concerning the operation of the agreed services. The requirements of this Article shall likewise apply to any changes concerning the agreed services.

Article IX. The designated airline 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 its agreed services.

Article X. 1. In the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

2. The tariffs to be charged by the airlines of one Party for carriage to or from the territory of the other 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.

3. The tariffs referred to in paragraph 2 of this Article shall, if possible, be agreed by the airlines concerned of both 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 Parties at least ninety 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 may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty days from the date of submission, in accordance with paragraph 4 of this Article, these tariffs shall be considered as approved. 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 any disapproval must be notified shall be less than thirty 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 any tariff agreed in accordance with the provisions of paragraph 3, the aeronautical authorities of the two Parties shall, after consultation with the aeronautical authorities of any other State whose advice they consider useful, 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 XV.

8. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve months after the date on which it otherwise would have expired.

Article XI. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified customs control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article XII. Either Contracting Party undertakes to grant to the other Contracting Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail and cargo by a designated airline of the other Contracting Party. Wherever the payments system between the Contracting Parties is governed by a special agreement, this special agreement shall apply.

Article XIII. In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall exchange views regularly on the application and interpretation of the present Agreement.

Article XIV. 1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement or its Annex, it may request consultation with the other Contracting Party; such consultation, which may be between the Aeronautical Authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request.

2. Any modifications of the present Agreement decided upon during the consultation referred to in paragraph (1) above shall be agreed upon in writing between the Contracting Parties and shall take effect on the date on which both Contracting Parties have informed each other in writing that the formalities constitutionally required in their respective countries have been complied with.

3. Any modification of the Annex of the present Agreement decided upon during the consultation referred to in paragraph (1) above, shall be agreed upon in writing between the aeronautical authorities and shall take immediate effect.

Article XV. 1. If any dispute arises relating to the interpretation or application of the present Agreement the aeronautical authorities of the Contracting Parties shall endeavour to settle it by negotiations between themselves, failing which the dispute shall be referred to the Contracting Parties for settlement.

2. If the Contracting Parties fail to reach a settlement by negotiations, they may agree to refer the dispute for decision to some person or body.

Article XVI. Either Contracting Party may, at any time, give written notice to the other, of its desire to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. 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 days after the receipt of the notice by the International Civil Aviation Organisation.

Article XVII. 1. The Annex attached to the present Agreement shall be deemed to be part of the Agreement and all references to the Agreement shall include reference to the Annex except where otherwise expressly provided.

2. The present Agreement shall be provisionally applicable from the date of its signature and shall come into force on a date to be laid down in an exchange of diplomatic notes, which shall state that the formalities required by the national legislation of each Contracting Party have been accomplished.

3. As regards the Kingdom of the Netherlands, the Agreement shall be applicable to the Kingdom in Europe only.

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

DONE at Port Louis, this fifteenth day of November, 1973 in duplicate in the English language.

J. POLDERMAN

For the Government
of the Kingdom of the Netherlands

S. RAMGOOLAM

For the Government of Mauritius

ANNEX

SECTION I

The airline designated by the Government of Mauritius shall be entitled to operate air services in both directions on the route specified in this Section and to land for traffic purposes in the territory of the Kingdom of the Netherlands at the point therein specified.

Points in Mauritius – two or three points in Africa and/or the Near East – one or two points in Europe – Point in the Netherlands – Points beyond.

SECTION II

The airline designated by the Government of the Kingdom of the Netherlands shall be entitled to operate air services in both directions on the route specified in this Section and to land for traffic purposes in the territory of Mauritius at the point therein specified.

Points in the Netherlands – one or two points in Europe – two or three points in the Near East and/or Africa – Point in Mauritius – Points beyond.

SECTION III

1. Points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights.

2. It is understood that under the above route description, the agreed services may be operated via the different intermediate points.

3. Nothing will prevent the designated airline of either Contracting Party to serve other points than those specified in Sections I and II provided that no traffic rights are exercised between those points and the point in the territory of the other Contracting Party.
