

No. 14391

FRANCE
and
NEW ZEALAND

**Air Transport Agreement (with annex). Signed at Paris on
9 November 1967**

**Exchange of letters constituting an agreement amending the
annex to the above-mentioned Agreement. Wellington,
9 August 1971**

Authentic texts: French and English.

*Registered by the International Civil Aviation Organization on 17 October
1975.*

FRANCE
et
NOUVELLE-ZÉLANDE

**Accord relatif au transport aérien (avec annexe). Signé à
Paris le 9 novembre 1967**

**Échange de lettres constituant un accord modifiant l'annexe
à l'Accord susmentionné. Wellington, 9 août 1971**

Textes authentiques : français et anglais.

*Enregistrés par l'Organisation de l'aviation civile internationale le 17 octobre
1975.*

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF NEW ZEALAND

The Government of the French Republic and the Government of New Zealand (hereinafter referred to as “the Contracting Parties”),

Desiring to conclude an agreement relating to air transport,

Have agreed as follows:

Article 1. (1) For the purposes of this Agreement:

(a) the term “aeronautical authorities” means, in the case of France, the General Secretary for Civil Aviation and any person or body authorised to perform any functions exercised by the said General Secretary or similar functions, and, in the case of New Zealand, the Minister responsible for Civil Aviation and any person or body authorised to perform any functions exercised by the said Minister or similar functions;

(b) the term “territory” means, in respect of either Contracting Party, the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that Contracting Party;

(c) the term “air service” means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo;

(d) the term “international air service” means an air service which passes through the air space over the territory of more than one State;

(e) the term “airline” means any air transport enterprise offering or operating an international air service;

(f) the term “stop for non-traffic purposes” means a landing for any purpose other than taking on or discharging passengers, cargo or mail.

(2) The Annex to this Agreement (hereinafter called “the Annex”) forms an integral part of this Agreement, and all references to this Agreement shall be deemed to include references to the Annex.

Article 2. To the extent to which they are applicable to the air services provided for under this Agreement, the provisions of the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944² shall have effect between the Contracting Parties, for the duration of this Agreement, as if they were incorporated herein. If both Contracting Parties ratify any amendment to the above-mentioned Convention which comes into force, the Convention as so amended shall thereupon have effect between the two Contracting Parties as aforesaid.

Article 3. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable their respective designated airlines to establish and operate international air services on the routes specified in the Annex (hereinafter called “the agreed services” and “the specified routes” respectively.)

¹ Came into force on 9 November 1967 by signature, in accordance with article 16.

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; vol. 893, p. 117, and vol. 958, p. 217.

Article 4. (1) The agreed services on any specified route may be inaugurated immediately on the entry into force of this Agreement or at any later date, at the option of the Contracting Party to which rights are granted under Article 3 of this Agreement, but not before:

- (a) the Contracting Party to which rights have been granted under Article 3 of this Agreement has designated in writing to the other Contracting Party an airline or airlines for the route concerned; and
- (b) the other Contracting Party has given the appropriate operating permission to the airline or airlines concerned (operating permission shall, however, subject to the provisions of paragraph (2) of this Article and of paragraph (1) of Article 8 of this Agreement be given without delay); and
- (c) a tariff established in accordance with the provisions of Article 10 of this Agreement is in force in respect of that agreed service.

(2) An airline designated by one Contracting Party may be required to satisfy the aeronautical authorities of the other Contracting Party that it is qualified to fulfil the conditions prescribed by the laws and regulations normally applied by those authorities to the operation of international air services.

Article 5. (1) Subject to the provisions of this Agreement, an airline designated by one Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- (a) the right to fly without landing across the territory of the other Contracting Party;
- (b) the right to make stops in that territory for non-traffic purposes; and
- (c) the right to make stops in that territory, at the points specified for that route in the Annex, for the purposes of putting down and of taking on international traffic in passengers, cargo or mail.

(2) Nothing in paragraph (1) of this Article shall be deemed to confer on the airlines of either Contracting Party the right of carrying the cabotage traffic of the other Contracting Party.

Article 6. (1) Aircraft of the designated airline of one Contracting Party operating international air services on a specified route, and the supplies of regular equipment, fuel, lubricating oils, and aircraft stores (including provisions of food, drink and tobacco) on board such aircraft, shall be exempted on arrival in the territory of the other Contracting Party from all customs duty[ies], inspection fees, and other similar duties and charges, provided that such supplies either:

- (a) remain on board the aircraft concerned until departure from the territory of the latter Contracting Party; or
- (b) are unloaded from the aircraft with the permission of the local customs authorities, pursuant to the provisions of paragraph (3) of this Article.

(2) The same exemption from duties and charges, save in respect of charges made for services rendered, shall apply to:

- (a) the aircraft stores, of whatever origin, obtained in the territory of one Contracting Party within the limits permitted by relevant laws and regulations of that Contracting Party, and taken on board aircraft of the other Contracting Party operating an international air service on a specified route;

- (b) the spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft of the other Contracting Party operating an international air service on a specified route;
- (c) fuel and lubricating oils obtained in the territory of one Contracting Party and intended for fuelling aircraft of the other Contracting Party operating an international air service on a specified route, even though such supplies are to be used on that part of the flight which passes over the territory of the Contracting Party in whose territory they were taken on board.

(3) The supplies of regular equipment and aircraft stores referred to in paragraph (1) of this Article may not be unloaded except with the permission of the customs authorities of the Contracting Party concerned. If this permission has been granted, the supplies shall be kept under the supervision of the local authorities pending re-exportation or compliance with normal customs procedures.

Article 7. (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 apply to aircraft of the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.

(2) The laws and regulations of each Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from, or while within the territory of the other Contracting Party.

Article 8. (1) Each Contracting Party reserves the right to withhold or revoke the rights granted under Article 3 of this Agreement in respect of an airline designated by the other Contracting Party, or to impose such conditions as it deems necessary on the exercise of those rights, 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 that Contracting Party.

(2) Each Contracting Party reserves the right to suspend the exercise by a designated airline of the other Contracting Party of the rights granted under Article 3 of this Agreement, or to impose such conditions as it deems necessary on the exercise of those rights, in any case where that airline fails to operate in accordance with the conditions specified in this Agreement.

(3) The rights reserved by paragraphs (1) and (2) of this Article shall be exercised by a Contracting Party only after consultation with the other Contracting Party, unless the immediate suspension of rights or the imposition of conditions, pursuant to the provisions of these paragraphs, is necessary to prevent further infringements of the laws or regulations of the first Contracting Party.

Article 9. (1) There shall be a fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes in the Annex to this Agreement.

(2) In operating the agreed services the designated airlines of each Contracting Party shall take into consideration the interests of the designated 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 air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

(4) It is the understanding of both Contracting Parties that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services [in] international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement 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:

- (a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- (b) to the requirements of through airline operation; and
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

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, characteristics of the service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the provisions of this Article.

(2) The tariffs referred to in paragraph (1) of this Article shall, whenever possible, be agreed by the designated airlines concerned through the rate-fixing machinery of the International Air Transport Association. When this is not possible, tariffs in respect of the specified route in question shall be agreed upon between the designated airlines concerned. In all cases the agreed tariffs shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

(3) If the designated airlines concerned cannot agree on the appropriate tariffs, or if the aeronautical authorities of either Contracting Party do not approve the tariffs submitted to them in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariffs by agreement between them.

(4) If the aeronautical authorities of the Contracting Parties cannot agree on the determination of any tariff under paragraph (3) of this Article, the dispute shall be settled in accordance with the provisions of Article 13 of this Agreement.

(5) No new or amended tariff shall come into effect unless and until it is approved by the aeronautical authorities of both Contracting Parties or is settled in accordance with the provisions of Article 13 of this Agreement.

(6) When tariffs have been established in accordance with the provisions of this Article, these tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 11. The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, upon 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.

Article 12. (1) In order to ensure close collaboration in all matters affecting the performance of this Agreement the aeronautical authorities of the Contracting Parties shall consult together at any time at the request of either of those authorities.

(2) If either of the Contracting Parties considers it desirable to modify the terms of this Agreement, it may make a request to the other Contracting Party that consultations be held between the aeronautical authorities of the Contracting Parties for this purpose. In that event, consultation shall begin within a period of sixty days from the date of the request. Any modifications agreed upon by the said authorities in accordance with the provisions of this paragraph shall come into effect when they have been confirmed by an Exchange of Notes through the diplomatic channel.

(3) If a general multilateral convention concerning international air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended by agreement between the Contracting Parties so as to conform with the provisions of that convention.

Article 13. (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

(2) If the Contracting Parties fail to reach a settlement by negotiation, the dispute may 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 days from the date of receipt from the other Contracting Party of a notice through the diplomatic channel requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. 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 Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires.

(3) The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

Article 14. Either Contracting Party may at any time give notice to the other of its intention to terminate this Agreement. A copy of the notice shall be sent simultaneously to the International Civil Aviation Organisation. If such notice is given, this Agreement shall terminate one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement of the two Contracting Parties before the expiration of that period. In the absence of acknowledgment 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 15. This Agreement shall be registered with the International Civil Aviation Organisation.

Article 16. This Agreement shall enter into force on the date of signature.

Article 17. This Agreement supersedes and terminates the Exchange of Letters, signed in Wellington on 27 February 1964¹ by the Chargé d'Affaires of

¹ United Nations, *Treaty Series*, vol. 499, p. 191.

France and the Minister of External Affairs of New Zealand, concerning air services between Noumea and Auckland.

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

DONE in duplicate at Paris this 9th day of November 1967, in the French and English languages, both texts being equally authentic.

For the Government
of the French Republic:

[Illegible]

For the Government
of New Zealand:

[Illegible]

A N N E X

LIST OF ROUTES

The airline or airlines designated by each of the Contracting Parties shall enjoy, on the routes specified below, the rights set out in this Agreement.

French Routes

1. France via intermediate points in Southern Europe, the United Arab Republic, the Near and Middle East, Pakistan, Ceylon, Thailand, Burma, Cambodia, Vietnam, Malaysia, Singapore, Indonesia, Australia and New Caledonia to Auckland and beyond via intermediate points in third countries to the Society Islands and beyond via intermediate points to France.
2. New Caledonia to Auckland.

New Zealand Routes

1. New Zealand via intermediate points to Tahiti and beyond via intermediate points to the United States and beyond via intermediate points to London and beyond via intermediate points in third countries to New Zealand.
2. New Zealand to Noumea.

Points may be omitted on any or all flights provided that each service begins or ends in the territory of the Contracting Party which has designated the airline in question.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF NEW ZEALAND AMENDING THE ANNEX TO THE AIR TRANSPORT AGREEMENT OF 9 NOVEMBER 1967²

ÉCHANGE DE LETTRES CONSTITUANT UN ACCORD¹ ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE ET LE GOUVERNEMENT DE LA NOUVELLE-ZÉLANDE MODIFIANT L'ANNEXE À L'ACCORD DU 9 NOVEMBRE 1967² RELATIF AU TRANSPORT AÉRIEN

I

AMBASSADE DE FRANCE EN NOUVELLE-ZÉLANDE

Son Excellence M. Christian de Nicolay, Ambassadeur de France, au Right Honourable Sir Keith Holyoake, C.H., Ministre des Affaires Étrangères de Nouvelle-Zélande

Wellington le 9 août 1971

N° 1007

Monsieur le Ministre,

J'ai l'honneur de me référer à l'Accord relatif aux Transports aériens entre le Gouvernement français et le Gouvernement de la Nouvelle-Zélande, signé à Paris le 9 novembre 1967.

Je propose que les routes décrites à l'Annexe de cet Accord soient modifiées comme suit :

Routes françaises

1. de France via des points intermédiaires dans le sud de l'Europe, en République Arabe Unie, dans le Proche et le Moyen-Orient, au Pakistan, à Ceylan, en Thaïlande, en Birmanie, au Cambodge, au Vietnam, en Malaisie, à Singapour, en Indonésie, en Australie, en Nouvelle-Calédonie vers Auckland et au-delà, via des points intermédiaires en pays tiers vers les Iles de la Société et au-delà, via des points intermédiaires, vers la France;
2. de Nouvelle-Calédonie vers Auckland;
3. des Iles de la Société vers Rarotonga.

Routes néo-zélandaises

1. de Nouvelle-Zélande via des points intermédiaires vers Tahiti et au-delà, via des points intermédiaires, vers les Etats-Unis et au-delà, via des points intermédiaires, vers Londres et au-delà, via des points intermédiaires en pays tiers, vers la Nouvelle-Zélande;

¹ Came into force on 9 August 1971, the date of the letter in reply, in accordance with the provisions of the said letters.

² See p. 162 of this volume.

¹ Entré en vigueur le 9 août 1971, date de la lettre de réponse, conformément aux dispositions desdites lettres.

² Voir p. 156 du présent volume.

2. de Nouvelle-Zélande vers Nouméa;

3. des Iles Cook vers Tahiti.

Si les dispositions qui précèdent rencontrent l'accord du Gouvernement de la Nouvelle-Zélande, j'ai l'honneur de proposer que cette lettre et celle que vous voudrez bien m'adresser en réponse constituent l'Accord entre nos deux Gouvernements, qui prendra effet à la date de votre réponse.

Je prie Votre Excellence de bien vouloir agréer les assurances de ma très haute considération.

[Signé — Signed]¹

[TRANSLATION — TRADUCTION]

EMBASSY OF FRANCE IN NEW ZEALAND

His Excellency Mr. Christian de Nicolay, Ambassador of France, to the Right Honourable Sir Keith Holyoake, C.H., Minister of Foreign Affairs of New Zealand

Wellington, 9 August 1971

No. 1007

Excellency,

[See letter II]

Please accept, etc.

[CHRISTIAN DE NICOLAY]

II

9 August 1971

Your Excellency,

I have the honour to acknowledge the receipt of your letter of today's date, proposing an agreement between our two Governments, which reads in the English language as follows:

"I have the honour to refer to the Air Transport Agreement between the Government of the French Republic and the Government of New Zealand, which was signed on 9 November 1967 at Paris.

"I propose that the routes described in the Annex to that Agreement be amended as follows:

"*French Routes*

- (1) France via intermediate points in Southern Europe, the United Arab Republic, the Near and Middle East, Pakistan, Ceylon, Thailand, Burma, Cambodia, Vietnam, Malaysia, Singapore, Indonesia, Australia and New Caledonia to

¹ Signé par Christian de Nicolay — Signed by Christian de Nicolay.

Auckland and beyond via intermediate points in third countries to the Society Islands and beyond via intermediate points to France.

(2) New Caledonia to Auckland.

(3) Society Islands to Rarotonga.

“New Zealand Routes

(1) New Zealand via intermediate points to Tahiti and beyond via intermediate points to the United States and beyond via intermediate points to London and beyond via intermediate points in third countries to New Zealand.

(2) New Zealand to Noumea.

(3) Cook Islands to Tahiti.

“If the foregoing proposal is acceptable to the Government of New Zealand, I have the honour to suggest that this Letter and your reply to that effect should constitute an agreement between our two Governments with effect from the date of your reply.”

I have the honour to inform you that the Government of New Zealand accepts the foregoing amendments, and will regard your letter and this reply as constituting an agreement between our two Governments, with effect from today's date.

Please accept, Sir, the assurances of my highest consideration.

[Signed — Signé]¹

Minister of Foreign Affairs
of New Zealand

His Excellency Mr. Christian de Nicolay
Ambassador of France
Embassy of France
Wellington

[TRANSDUCTION — TRANSLATION]

Le 9 août 1971

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de votre lettre en date de ce jour, dans laquelle vous proposez un Accord entre nos deux Gouvernements, dont le texte anglais suit :

[*Voir lettre I*]

Je tiens à vous informer que le Gouvernement néo-zélandais accepte les modifications qui précèdent et considère que votre lettre et la présente réponse constituent un Accord entre nos deux Gouvernements, qui entre en vigueur à compter de ce jour.

Veuillez agréer, etc.

Le Ministre des affaires étrangères
de la Nouvelle-Zélande,

[KEITH HOLYOAKE]

Son Excellence Monsieur Christian de Nicolay
Ambassadeur de France
Ambassade de France
Wellington

¹ Signed by Keith Holyoake — Signé par Keith Holyoake.