

No. 14913

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

**Agreement relating to air transport (with annex). Signed at
Dakar on 20 May 1974**

Authentic texts: English and French.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
27 July 1976.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
SÉNÉGAL**

**Accord relatif au transport aérien (avec annexe). Signé à
Dakar le 20 mai 1974**

Textes authentiques : anglais et français.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
27 juillet 1976.*

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

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Senegal,

Desiring to promote the development of air transport between the United Kingdom of Great Britain and Northern Ireland and the Republic of Senegal, and to promote international co-operation in the greatest possible measure in that field,

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation² and the International Air Services Transit Agreement, done at Chicago on 7 December 1944,³

Have agreed as follows:

Part I. GENERAL

Article 1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing the international civil air services listed in the Annex to the present Agreement.

Article 2. For the purpose of the present Agreement and of its Annex:

(1) The term "territory" has the meaning assigned to it in Article 2 of the Convention on International Civil Aviation;

(2) The term "aeronautical authorities" means, in the case of the United Kingdom, the Secretary of State for Trade and Industry or any person or body authorised to perform a particular function to which this Agreement relates; and, in the case of the Republic of Senegal, the Minister of Transport responsible for Civil Aviation or any other person or body empowered to fulfil the said functions;

(3) The term "designated airline" means any airline which the aeronautical authorities of one Contracting Party shall have chosen as their instrument to exercise the traffic rights provided for in the present Agreement and which shall have been approved by the other Contracting Party in accordance with Articles 10, 11 and 13 hereunder;

(4) 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 on International Civil Aviation.

Article 3. (1) Aircraft operated on international air services by a designated airline of one 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 duties or 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 leave the said territory.

¹ Came into force on 8 October 1975, the date of the last of the notifications by which each Contracting Party informed each other of the completion of the required constitutional procedures, in accordance with article 20.

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.

³ *Ibid.*, vol. 84, p. 389.

(2) There shall also be exempt from the same duties and charges, with the exception of charges corresponding to the service performed:

- (a) aircraft stores, of whatever origin, taken on board aircraft in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party for use on board 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 a designated airline of the other Contracting Party;
- (c) fuel and lubricants destined to supply aircraft operated on international services by a designated airline of the other Contracting Party, even when those supplies have been taken on board in the territory of the other Contracting Party and are to be used on the part of the journey performed over the territory of the Contracting Party.

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

(3) The regular airborne equipment, as well as the materials and supplies 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 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 a customs entry in accordance with customs regulations is made in respect of them.

Article 4. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the air routes specified in the Annex to the present Agreement. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

Article 5. (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 that territory shall apply to aircraft of an airline of the other Contracting Party.

(2) Passengers, crews and consignors of freight shall be required to comply, either in person or through the intermediary of a third person acting in their name or on their behalf, with the laws and regulations governing the admission to, stay in and departure from the territory of either Contracting Party of passengers, crews or cargo, such as those applying to admission, clearance formalities, immigration, customs and measures governed by health formalities.

Article 6. (1) Either Contracting Party may at any time request consultation between the competent authorities of the two Contracting Parties for the purpose of the interpretation, application or amendment of the present Agreement.

(2) Such consultation shall begin at the latest within sixty (60) days of the date of receipt of the request.

(3) Any modifications which it may be decided to make to the present Agreement shall come into effect after confirmation by an Exchange of Notes through the diplomatic channel.

Article 7. Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. Termina-

tion shall take effect one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the expiry of that period. Where the Contracting Party which receives such notice does not acknowledge receipt, that notice shall be deemed to have been received fifteen (15) days after the receipt of the notice at the seat of the International Civil Aviation Organisation.

Article 8. (1) If any dispute relating to the interpretation or application of the present Agreement cannot be settled, in accordance with the provisions of Article 6, by agreement between either the aeronautical authorities or the Governments of the Contracting Party, it shall be referred to an arbitral tribunal at the request of either Contracting Party.

(2) The tribunal shall be composed of three members. Each of the two Governments shall nominate an arbitrator and the two arbitrators shall agree on the appointment of a national of a third State as President.

If the two arbitrators have not been nominated within sixty (60) days from the date on which one of the two Governments proposed the settlement of the dispute by arbitration or if, within the course of the following thirty (30) days the arbitrators have not agreed on the appointment of a President, either Contracting Party may request the President of the Council of the International Civil Aviation Organisation to make the necessary appointments.

(3) If the arbitral tribunal fails to arrive at an amicable settlement, it shall take its decision by a majority vote. In so far as the Contracting Parties do not agree to the contrary, the tribunal shall lay down its own rules of procedure and sit at a place selected by it.

(4) The Contracting Parties undertake to comply with any provisional measures which may be ordered during the proceedings and also with the arbitral decision, the latter being regarded in all cases as final.

(5) If and so long as either Contracting Party fails to comply with the decisions of the arbitrators, the other Contracting Party may limit, suspend or revoke the rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default.

(6) Each Contracting Party shall bear the cost of the remuneration of the work of its arbitrator and half the remuneration of the President appointed.

Part II. AGREED SERVICES

Article 9. The Contracting Parties grant to each other reciprocally the right to ensure the operation by their designated airlines of the air services provided for in the route schedule in the Annex to the present Agreement. The said services shall hereinafter be called "the agreed services".

Article 10. (1) The Contracting Parties shall have the right to designate airlines to each other in writing for the purpose of operating the agreed services on the specified routes.

(2) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph (3) of this Article and the provisions of Article 11 of the present Agreement, without delay grant to a designated airline 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, in matters of the operation of international air services, by the laws

and regulations normally and reasonably applied by such authorities in accordance with the provisions of the Convention on International Civil Aviation.

Article 11. (1) Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph (2) of Article 10 in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of an airline are vested in the Contracting Party which has designated the airline or in its nationals.

(2) Each Contracting Party shall have the right to revoke an operating authorisation or to place restraints upon or to suspend the exercise of the rights specified in Article 9 of the present Agreement by an airline designated by the other Contracting Party:

- (a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party which has designated the airline or in nationals of that Contracting Party; or
- (b) in the case of failure by that airline to comply with the laws and regulations of the Contracting Party granting those rights; or
- (c) in the case of failure by that airline to operate in accordance with the provisions of the present Agreement.

(3) Unless revocation, the placing of restraints upon, or suspension is essential to prevent further infringements of the aforesaid laws and regulations, such right may be exercised only after consultation with the other Contracting Party, as provided for in Article 6. In the case of failure of such consultation, there shall be recourse to arbitration, in accordance with Article 8.

Article 12. (1) An airline designated by the Government of the Republic of Senegal, in accordance with the present Agreement, shall enjoy in the territory of the United Kingdom the right to put down and take up international traffic in passengers, cargo and mail at such points and on such routes as are specified for Senegal in the Annex to the present Agreement.

(2) An airline designated by the Government of the United Kingdom of Great Britain and Northern Ireland, in accordance with the present Agreement, shall enjoy in Senegalese territory the right to put down and take up international traffic in passengers, cargo and mail at such points and on such routes as are specified for the United Kingdom of Great Britain and Northern Ireland in the Annex to the present Agreement.

Article 13. In application of Articles 77 and 79 of the Convention on International Civil Aviation relating to the constitution, by two or more States, of joint operating organisations or international operating agencies, The Government of the Republic of Senegal reserve, in accordance with Articles 2 and 4 of the Treaty relating to Air Transport in Africa and the Annexes thereto, signed at Yaoundé on 28 March 1961, to which the Republic of Senegal has adhered, the right to designate the company Air Afrique as the chosen instrument of the Republic of Senegal to operate the agreed services and the Government of the United Kingdom of Great Britain and Northern Ireland recognise that right.

Article 14. (1) The operation of the agreed services between the territory of the United Kingdom of Great Britain and Northern Ireland and the territory of the Republic of Senegal in both directions, on the routes specified in the schedule annexed to the present Agreement, constitutes a fundamental and primary right for both countries.

(2) The two Contracting Parties agreed to cause the principle of equality and reciprocity to be applied in all matters relating to the exercise of rights under the present Agreement.

The airlines designated by the two Contracting Parties shall be accorded fair and impartial treatment and shall enjoy equal opportunities and rights; they shall observe the principle of equal division of the capacity to be provided for the purpose of operating the agreed services.

(3) The airlines shall, on any routes which they operate in common, have regard to their mutual interests so as not to affect unduly their respective services.

Article 15. (1) On each of the routes specified in the Annex to the present Agreement, the agreed services shall retain as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated an airline operating the aforesaid services.

(2) The airline or airlines designated by either Contracting Party may, subject to the limitations on global capacity provided for in paragraph (1) of this Article, provide for the needs of traffic between the territories of third States situated on the specified routes and the territory of the other Contracting Party, after account has been taken of local and regional services.

(3) In order to meet the requirements of unexpected or temporary traffic on those routes, the designated airlines shall decide among themselves on appropriate measures to meet the temporary increase in traffic. They shall immediately report thereon to the aeronautical authorities of their respective countries who may consult together if they deem fit.

(4) If an airline designated by one of the Contracting Parties does not use on one or more routes, in whole or in part, the capacity to which it is entitled, it reserves the right to seek agreement with the airline designated by the other Contracting Party with a view to transferring to the latter, for a specified period, the whole or part of the capacity in question.

The designated airline which has thus transferred its rights in whole or in part may recover them on the expiry of the aforesaid period.

Article 16. (1) The designated airlines shall notify to the aeronautical authorities of both Contracting Parties, not later than thirty (30) days before the entry into operation of the agreed services, particulars of the nature of the service, the aircraft types used and the schedules to be operated. The same rule shall apply to any subsequent changes.

(2) The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics regarding a designated airline as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by a designated airline of the Contracting Party referred to first in this paragraph. Such statements shall include all information required to determine the amount of traffic carried by the airlines on the agreed services and the origins and destinations of such traffic.

Article 17. Whenever it appears necessary to co-ordinate their respective air services, the two Contracting Parties agree to consult together.

Article 18. (1) When an airline has been designated and authorised it may operate the agreed services, provided that a tariff established in accordance with the provisions of this Article is in force in respect of that service.

(2) For the purpose of the following paragraphs, the term "tariff" means the price to be paid for carriage resulting from the rights defined in Article 12 of the present Agreement, fixed in compliance with international standards so far as possible.

(3) The tariffs excluding, however, the receipts from and conditions of carriage of mail 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.

(4) The tariffs referred to in paragraph (3) 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 (IATA) for the working out of tariffs.

(5) 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.

(6) This approval may be given expressly; if neither of the aeronautical authorities has expressed disapproval within sixty (60) days from the date of submission, in accordance with paragraph (5) 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 (5), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than sixty (60) days.

(7) If a tariff cannot be agreed in accordance with paragraph (4) of this Article, or if, during the period applicable in accordance with paragraph (6) 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 (4) of this Article, the aeronautical authorities of the two Contracting Parties shall endeavour to determine the tariff by mutual agreement.

(8) If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph (5) of this Article, or on the determination of any tariff under paragraph (7) of this Article, the dispute shall be settled in accordance with the provisions of Article 8 of this Agreement. So long as no arbitral award has been made, the tariffs previously in force in accordance with the procedures of the present Article shall be maintained.

Article 19. Each Contracting Party grants to a designated airline of the other Contracting Party the right to transfer freely the surplus of the receipts in its territory over expenditure therein. Such transfer shall be effected on the basis of the prevailing foreign exchange market rates for current payments.

Part III. FINAL PROVISIONS

Article 20. Each Contracting Party shall notify the other Contracting Party of the completion of the constitutional procedures required for the entry into force of the present Agreement, which shall enter into force on the date of the last notification.

Article 21. The present Agreement and the Annex thereto shall be communicated to the International Civil Aviation Organisation for the purpose of registration.

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

DONE in duplicate at Dakar this 20th day of May 1974 in the English and French languages, both texts being equally authoritative.

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

D. I. DUNNETT

For the Government
of the Republic of Senegal:

D. DIOUF

ANNEX

ROUTE SCHEDULE

Section I. *Route to be operated by a designated airline of Senegal*

Dakar—intermediate points to be agreed—London—points beyond to be agreed, in both directions.

Section II. *Routes to be operated by a designated airline of the United Kingdom*

London—intermediate points to be agreed—Dakar—points beyond to be agreed, in both directions.

NOTES. 1. Any point on the routes set out above, other than Dakar and London, may, if the designated airlines so choose, be omitted on some or all of their flights.

2. A designated airline of either Contracting Party may serve one or more points, other than those specified in the above Route Schedule, with traffic rights between this or these points and the territory of the other Contracting Party; however no traffic rights may be exercised between this or these points and the territory of the other Contracting Party, unless these rights have been specially granted by the aeronautical authorities of the Contracting Party last mentioned.
