

**No. 18377**

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**FRANCE  
and  
SEYCHELLES**

**Agreement for air services (with annex). Signed at Victoria  
on 23 March 1979**

*Authentic texts: French and English.*

*Registered by France on 26 March 1980.*

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**FRANCE  
et  
SEYCHELLES**

**Accord relatif aux transports aériens (avec annexe). Signé à  
Victoria le 23 mars 1979**

*Textes authentiques : français et anglais.*

*Enregistré par la France le 26 mars 1980.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES AND THE GOVERNMENT OF THE FRENCH REPUBLIC FOR AIR SERVICES

The Government of the Republic of Seychelles and Government of the French Republic (hereinafter described 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;<sup>2</sup> 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. DEFINITIONS*

1. For the purpose of this Agreement, unless the context otherwise requires:

1.1. The term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and includes any annex and amendment adopted under articles 90 and 94 thereof so far as those annexes and amendments have become effective for, or been ratified by, both Contracting Parties;

1.2. The term "aeronautical authorities" means, in the case of the Republic of Seychelles, the Ministry of Transport, and in the case of France, la Direction générale de l'aviation civile or any person or body which has been authorised by the appropriate Contracting Party to perform any of the functions presently exercised by the Ministry of Transport or la Direction générale de l'aviation civile.

1.3. The term "designated airline" means an airline which has been designated and authorised in accordance with article 4 of this Agreement;

1.4. The term "territory" has the meaning assigned to it in article 2 of the Convention;

1.5. The terms "air service", "international air service", "airline", "stop for non-traffic purposes" have the meanings respectively assigned to them in article 96 of the Convention;

1.6. The term "tariffs" means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices, commissions and conditions of agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;

1.7. The term "annex" means the annex to this Agreement or any other annex amended in accordance with article 18 of this Agreement.

### *Article 2. APPLICABILITY OF THE CHICAGO CONVENTION*

The provisions of this Agreement shall be subject to the provisions of the Convention insofar as those provisions are applicable to international air services.

<sup>1</sup> Came into force provisionally on 23 March 1979, the date of signature, in accordance with article 23.

<sup>2</sup> 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; vol. 958, p. 217, and vol. 1008, p. 213.

### *Article 3. GRANT OF RIGHTS*

3.1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services:

3.1.1. the right to fly across its territory without landing; and

3.1.2. the right to make stops in its territory for non-traffic purposes.

3.2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purposes of establishing scheduled international air services on the routes specified in the appropriate section of the route schedule annexed to this Agreement. Such services and routes are hereinafter called the "agreed services" and the "specified routes" respectively. While operating an agreed service on a specified route, an airline designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 3.1 of this article, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the schedule to this Agreement for the purpose of taking on board and discharging passengers and cargo, including mail on passenger cum cargo services, or cargo and mail on pure cargo services.

3.3. Nothing in paragraph 3.2 of this article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo, including mail, carried for hire or reward, destined for another point in the territory of the other Contracting Party.

3.4. The provisions of paragraphs 3.1 and 3.2 of this article shall apply to all types of subsonic and supersonic aircraft.

3.5. For the purpose of the application of paragraph 3.2 of this article, each Contracting Party may specify the routes to be followed above its territory by the airlines of the other Contracting Party and the airports which may be used.

### *Article 4. DESIGNATION OF AIRLINES*

4.1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

4.2. On receipt of such designation, the aeronautical authorities of the other Contracting Party shall, without delay, and subject to the provisions of paragraphs 4.3 and 4.4 of this article, grant to the airline(s) designated in accordance with paragraph 4.1 of this article the appropriate operating authorisations.

4.3. The aeronautical authorities of one Contracting Party may require the airline(s) designated by the other Contracting Party to satisfy them that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4.4. Each Contracting Party shall have the right to refuse the designations referred to in paragraph 4.2 of this article, or to impose such conditions as it may deem necessary on the exercise by the designated airline(s) of the rights specified in article 3 of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that (those) airline(s) are vested in the Contracting Party designating the airline(s) or in nationals of such Contracting Party.

4.5. When an airline has been so designated and authorised, it may operate at any time the agreed services for which it is designated, provided that tariffs established in accordance with the provisions of article 9 of this Agreement are in force in respect of those services.

*Article 5. REVOCATION OR SUSPENSION OF OPERATING AUTHORISATIONS*

5.1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights granted under this Agreement by the airline(s) designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- 5.1.1. In any case where it is not satisfied that substantial ownership and effective control of that (those) airline(s) are vested in the Contracting Party designating the airline(s) or in nationals of such Contracting Party; or
- 5.1.2. In the case of failure by that (those) airline(s) to comply with the laws or regulations in force in the territory of the Contracting Party granting these rights; or
- 5.1.3. In the case of that (those) airline(s) otherwise failing to operate in accordance with the conditions prescribed under this Agreement.

5.2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 5.1 of this article is essential to prevent further infringements of the laws or regulations or the provisions of this Agreement, such right shall be exercised only after consultation between the Contracting Parties.

*Article 6. CONFORMITY WITH LAWS, REGULATIONS AND PROCEDURES*

6.1. The laws, regulations and procedures of a Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation or relating to the operation and navigation of such aircraft shall apply to aircraft of the designated air carrier(s) of the other Contracting Party and shall be complied with by such aircraft upon entering into or departing from or while within the territory of that Contracting Party.

6.2. The laws and regulations of one Contracting Party relating to entry, clearance, transit, immigration, customs and quarantine shall be applicable to such passengers, crews, cargo and mail of the aircraft of the designated air carrier(s) of the other Contracting Party while in the territory of the first Contracting Party.

6.3. The laws and regulations above shall be the same as those applicable to national aircraft engaged in similar international services.

*Article 7. CERTIFICATES OF AIRWORTHINESS,  
CERTIFICATES OF COMPETENCY AND LICENCES*

7.1. Certificates of airworthiness, certificates of competency and licences issued or validated by one of the Contracting Parties, and not expired, shall be recognised as valid by the other Contracting Party for the operation of air services as specified in the attached annex.

7.2. Each Contracting Party however reserves the right not to recognise as valid, for flights either overflying or landing within its own territory, the certificates of competency and licences granted to its own nationals by another State.

*Article 8.* PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

8.1. The designated airlines of the two Contracting Parties shall be afforded fair and equitable treatment in order that they may enjoy equal opportunity in the operation of the agreed services on the specified routes between their respective territories.

8.2. In operating the agreed services, the designated airline(s) of each Contracting Party shall take into account the interests of the airline(s) of the other Contracting Party so as not to affect unduly the services which the latter provide(s) on the whole or part of the same routes.

8.3. The agreed services provided by the designated 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 for the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline(s). Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than that designating the airline(s) shall be made in accordance with the general principles that capacity shall be related to:

- 8.3.1. Traffic requirements to and from the territory of the Contracting Party which has designated the airline(s);
- 8.3.2. Traffic requirements of the area through which the agreed services pass, after taking account of other transport services established by airlines of the States comprising the area; and
- 8.3.3. The requirements of through airline operation.

8.4. Additional capacity may from time to time be provided by the designated airline(s) of a Contracting Party, in addition to that provided under paragraph 8.3 of this article, whenever the traffic requirements between the countries served by the airlines on the specified routes so justify subject to the approval of the aeronautical authorities of the other Contracting Party.

*Article 9.* TARIFFS

9.1. Tariffs to be charged by the designated airline(s) 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 costs of operation, reasonable profit, and the tariffs of other airlines.

9.2. Tariffs referred to in paragraph 9.1 of this article shall, if possible, be agreed by the designated airline(s) of both Contracting Parties, after consultation with any other airline(s) operating over the whole or part of the routes, 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.

9.3. Tariffs so agreed shall be submitted for 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.

9.4. Approval of tariffs may be given expressly; or if neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 9.3 of this article, the tariffs shall be

considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 9.3, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

9.5. If tariffs cannot be agreed in accordance with paragraph 9.2 of this article, or if, during the period applicable in accordance with paragraph 9.4 of this article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of tariffs agreed in accordance with the provisions of paragraph 9.2 of this article, the aeronautical authorities of the two Contracting Parties shall endeavour to determine tariffs by mutual agreement.

9.6. If the aeronautical authorities cannot agree on tariffs submitted to them under paragraph 9.3 of this article, or on the determination of tariffs under paragraph 9.5 of this article, the dispute shall be settled in accordance with the provisions of article 18 of this Agreement.

9.7. Tariffs established in accordance with the provisions of this article shall remain in force until new tariffs have been established. Nevertheless, tariffs shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which they would otherwise have expired.

#### *Article 10. CHANGE OF GAUGE*

10.1. In operating any agreed service on any specified route the designated airline(s) of one Contracting Party may substitute one aircraft for another at a point in the territory of the other Contracting Party on the following conditions only:

- 10.1.1. That it is justified by reason of economy of operation;
- 10.1.2. That the aircraft used on the section of the route more distant from the point of origin in the territory of the first Contracting Party is not larger in capacity than that used on the nearer section;
- 10.1.3. 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;
- 10.1.4. That there is an adequate volume of through traffic;
- 10.1.5. That the airline(s) shall not hold itself (themselves) out to the public by advertisement or otherwise as providing a service which originates at the point where the change of aircraft is made;
- 10.1.6. That the provisions of article 8 of this Agreement shall govern all arrangements made with regard to the change of aircraft; and
- 10.1.7. 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 11. EXEMPTION FROM CHARGES ON EQUIPMENT, FUEL, STORES, ETC.*

11.1. Aircraft operated on international air services by the designated airline(s) of either Contracting Party, as well as their regular equipment, supplies of fuel 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.

11.2. There shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed:

11.2.1. Aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the Customs authorities of the said Contracting Party and for use on board outbound aircraft engaged on an international air service of the other Contracting Party;

11.2.2. Spare parts, including engines, introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline(s) of the other Contracting Party; and

11.2.3. Fuels and lubricants supplied to an aircraft of the designated airline(s) of a Contracting Party engaged on an international air service in the territory of the other Contracting Party and used on an inward flight until that flight is completed, or on an outward flight from the time that flight commences, or on a through-transiting flight, notwithstanding that on all such flights aircraft may make intermediate landings in that territory.

11.3. Materials referred to in sub-paragraphs 11.2.1, 11.2.2 and 11.2.3 above may be required to be kept under Customs supervision or control.

#### *Article 12. UNLOADING OF EQUIPMENT, ETC.*

The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airline(s) 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 cases 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 13. PROVISION OF STATISTICS*

The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request and at regular intervals statistics and other similar information concerning the traffic carried on the agreed services.

#### *Article 14. TRANSFER OF EARNINGS*

14.1. Each Contracting Party grants to the designated airline(s) of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by that (those) designated airline in the territory of the other Contracting Party by reason of the transport of passengers, baggage, cargo and mail; as well as from any other activities related to air transport which may be permitted under national regulations.

14.2. Such transfers shall be effected on the basis of the official exchange rate for current payments, or, where there are no official exchange rates, at the prevailing foreign exchange market rate for current payment.

14.3. In so far as methods of payment between the Contracting Parties may be regulated by a special agreement, that special agreement shall be applicable.

*Article 15. APPROVAL OF OPERATIONAL PROGRAMMES*

15.1. The operational programmes of the designated airline(s) of each Contracting Party shall be submitted for approval to the aeronautical authorities of the other Contracting Party.

15.2. These programmes shall be communicated at least thirty (30) days before the beginning of the operations and shall include in particular the schedules, frequency of services and types and configuration of aircraft to be operated as well as the tariffs and conditions of carriage to be employed.

15.3. Any subsequent changes in an operational programme of the designated airline(s) of one Contracting Party shall be submitted for approval to the aeronautical authorities of the other Contracting Party.

*Article 16. AIRLINE REPRESENTATION*

16.1. Each Contracting Party shall grant, on a basis of reciprocity, to the designated airline(s) of the other Contracting Party the right to maintain in its own territory the technical, administrative and commercial services indispensable for its (their) operations.

16.2. For the operation of its (their) services, the airline(s) shall have the right to employ technical, administrative and commercial personnel of its own nationality according to the laws and regulations in force in the country in which this personnel is to be employed.

*Article 17. TRANSIT TRAFFIC*

Passengers in transit through the territory of either Contracting Party shall be subject to no more than a very simplified control except as otherwise provided under national regulations. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

*Article 18. CONSULTATIONS AND AMENDMENTS*

18.1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other as necessary with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and its annex, and shall consult when necessary to provide for modification thereof.

18.2. Either Contracting Party may request consultations, which may be either by formal meeting or in writing, and shall begin within a period of sixty (60) days of the request unless both Contracting Parties agree to an extension of this period.

18.3. Any amendment or modification of this Agreement or its annex agreed by the Contracting Parties shall come into effect when confirmed by exchange of notes between the Government of the Republic of Seychelles on the one hand and the Government of the French Republic on the other.

*Article 19. SETTLEMENT OF DISPUTES*

19.1. 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.

19.2. 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 Contracting Party 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 or appropriate channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further sixty (60) 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. In such case, the third arbitrator shall be a national of a state other than those of the Parties to this Agreement and shall act as President of the arbitral tribunal.

19.3. The Contracting Parties shall comply with any decision given under paragraph 19.2 of this article.

19.4. If and for so long as either Contracting Party fails to comply with a decision given under paragraph 19.2 of this article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

#### *Article 20.* CONFORMITY WITH MULTILATERAL CONVENTIONS

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

#### *Article 21.* TERMINATION

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case this Agreement shall terminate twelve (12) months after the date when the notice has been received 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 fifteen (15) days after the receipt of the notice by the International Civil Aviation Organisation.

#### *Article 22.* REGISTRATION WITH ICAO

This Agreement and its annex shall be registered with the International Civil Aviation Organisation.

#### *Article 23.* ENTRY INTO FORCE

The provisions of this Agreement and its annex shall be applied on a provisional basis, from the date it is initialled.

The present Agreement and its annex shall be approved by each Contracting Party and shall enter into force on the date of the last notification by either Contracting Party to the other that it has complied with its constitutional requirements for its entry into force.

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

DONE in duplicate at Victoria, on the 23rd day of March 1979, in English and French, each of which texts shall be equally authoritative.

[Signed]<sup>1</sup>

For the Government  
of the French Republic

[Signed]<sup>2</sup>

For the Government  
of the Republic of Seychelles

#### ANNEX

##### I. *Route to be served by the designated airline(s) of the Republic of Seychelles in both directions*

###### *Route I*

Seychelles–Nairobi–Dar es Salaam or Jeddah or Dubai—a point in Europe (a) Paris–London

Note (a). The point in Europe will be determined by the aeronautical authorities of Seychelles who will inform the aeronautical authorities of the other Contracting Party of their choice.

###### *Route II*

Seychelles–Reunion–Mauritius or Madagascar

##### II. *Route to be served by the designated airline(s) of the French Republic in both directions*

Points in France–Athens–Cairo–Khartoum–Jeddah–Djibouti–Seychelles–Reunion–Mauritius

#### NOTES

1) The designated airline(s) of either Contracting Party shall have the right not to serve one or more points on the specified route(s) in part or the whole of its (their) services.

2) The designated airline(s) of either Contracting Party shall have the right to terminate its service(s) on the specified route(s) in the territory of the other Contracting Party or on any point beyond that territory.

3) Unless there is a major objection from the aeronautical authorities of the other Contracting Party, the designated airline(s) of a Contracting Party shall have the right to serve other points on the above routes, provided that no traffic rights shall be exercised on the one hand between these points and on the other hand, the territory of the other Contracting Party.

4) The designated airline(s) of either Contracting Party shall have the right, on part or the whole of the agreed services, to modify the order of service of the points.

<sup>1</sup> Signed by F. Doré.

<sup>2</sup> Signed by Guy Sinon.