

No. 21127

**BELGIUM
and
JAMAICA**

**Agreement for air services between and beyond their
respective territories (with schedule of routes). Signed
at Kingston on 27 May 1980**

Authentic text: English.

Registered by Belgium on 29 June 1982.

**BELGIQUE
et
JAMAÏQUE**

**Accord relatif aux services aériens entre leurs territoires
respectifs et au-delà (avec tableau des routes). Signé à
Kingston le 27 mai 1980**

Texte authentique: anglais.

Enregistré par la Belgique le 29 juin 1982.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM AND THE GOVERNMENT OF JAMAICA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Kingdom of Belgium and the Government of Jamaica,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,²

Desiring to develop co-operation in the field of international air transport, and

Desiring to conclude an Agreement, in conformity with the said Convention, for the purpose of promoting air services between and beyond their respective territories,

Have agreed as follows:

[Article 1]. DEFINITIONS

For the purpose of the present Agreement and its Annex unless 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 thereto so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;

b. The term "aeronautical authorities" means, in the case of the Kingdom of Belgium, the Minister of Communications (Civil Aviation Administration), and in the case of Jamaica, the Minister responsible for Civil Aviation, the Air Transport Licensing Board, or, in both cases, any person or agency authorised to perform the functions presently exercised by those authorities;

c. The term "designated airline" means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement;

d. The term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that State;

e. The term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo;

f. The term "international air service" means an air service which passes through the air space over the territory of more than one State;

g. The term "airline" means any air transport enterprise offering or operating an international air service;

¹ Came into force on 27 May 1980 by signature, in accordance with article 23.

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; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

h. The term “stop for non-traffic purposes” means a landing for any purpose other than taking on or discharging passengers, cargo or mail; and

i. The term “tariff” means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.

Article 2. TRAFFIC RIGHTS

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 appropriate section of the Schedule annexed to the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively.

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

- a.* To fly without landing across the territory of the other Contracting Party;
- b.* To make stops in the said territory for non-traffic purposes;
- c.* To make stops in the said territory at the points specified for the route in the Schedule for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

3. Nothing in paragraph 1 of this Article shall be deemed to confer on the airline of the Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

Article 3. DESIGNATION OF AIRLINE AND OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services. Such designation shall be effected in writing through diplomatic channels to the other Contracting Party.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the airline designated 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 fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorised it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 11 of the present Agreement is in force in respect of that service.

Article 4. REVOCATION, SUSPENSION AND IMPOSITION OF CONDITIONS

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights:

- a. In any case where it is not satisfied that substantial ownership and effective control of the said airline are vested in the Contracting Party designating the airline or in its nationals; or
- b. In the case of failure by that airline to comply with the laws or regulations in force in the territory of the Contracting Party granting these rights; or
- c. In case the said airline otherwise fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5. COMPLIANCE WITH LAWS AND REGULATIONS

1. The laws and regulations of the Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline designated by the other Contracting Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

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

Article 6. CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency, and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in the present Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. Each Contracting Party reserves the right to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

Article 7. RATES OF CHARGES

Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international air services.

Article 8. EXEMPTION FROM CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operated on international services by the designated airline 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.

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

- (a) Aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international 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 services by the designated airline of the other Contracting Party;
- (c) Fuel and lubricants destined to supply outbound aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

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

Article 9. STORAGE OF AIRBORNE EQUIPMENT AND SUPPLIES

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 otherwise disposed of in accordance with Customs regulations.

Article 10. CAPACITY PROVISIONS

1. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services on the specified routes between the territories of the Contracting Parties.

2. The designated airline of each Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on all or part of the same routes.

3. The agreed services provided by the designated airline of such Contracting Party shall bear close relationship to the requirements of the public for transportation and shall have as their primary objective the provision, at a reasonable load factor, capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party which has designated the airline and the points on the specified routes.

4. The right of each of the designated airlines to carry international traffic between the territory of the other Contracting Party and the territories of third countries, shall be exercised in conformity with the general principles of normal development to which both Contracting Parties subscribe and subject to the conditions that the capacity shall be adapted:

- a. To traffic requirements from and to the territory of the Contracting Party which has designated the airline;
- b. To traffic demands of the areas through which the agreed service passes, local and regional services being taken into account;
- c. To the requirements of through airline operation.

Article 11. TARIFFS

1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including the cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines.

2. The tariffs shall, if possible, be established by mutual agreement by the designated airlines of both Contracting Parties and after consultation with the other airlines operating over the whole or part of the same route.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, these tariffs shall be considered as approved. In the event of the period for submission being reduced, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

4. If the designated airlines cannot agree or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to determine the tariffs by mutual agreement.

5. In default of agreement the dispute shall be submitted to arbitration as provided for in Article 16 hereafter.

6. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff is established. Nevertheless, a tariff shall not be

prolonged by virtue of this paragraph for more than twelve months from the date on which it would otherwise have expired, whether by disapproval or in any other circumstances.

7. In determining tariffs the designated airlines and the aeronautical authorities shall be guided by the objective of making it possible for airlines to offer to the travelling and shipping public a variety of service options at the lowest prices that are not predatory or discriminatory or an abuse of dominant position. In order to give weight to this objective, each Contracting Party shall encourage the designated airline to develop and implement competitive prices.

Article 12. TAXATION AND TRANSFER OF EARNINGS

1. Each Contracting Party shall, on the basis of reciprocity, exempt from all form of taxation the income derived in its territory from the operation of transportation services as an air carrier by the designated airline of the other Contracting Party as well as taxes on turnover or capital.

2. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by the designated airline in the territory of the other Contracting Party. Such transfers shall be effected on the basis of the official exchange rates for current payments, or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payments, applicable on the day of the introduction of the request for transfer by the airline designated by the other Party.

Article 13. EXCHANGE OF STATISTICS

The aeronautical authorities of each Contracting Party shall supply the other, on request, with periodic statistics or other similar information relating to the amount of traffic carried on the agreed services as may be reasonably required.

Article 14. FUEL

Both Contracting Parties undertake to use their best endeavours to ensure the availability of aviation fuel necessary for the performance of the agreed services.

Article 15. CONSULTATION

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Schedule annexed thereto and shall consult when necessary to provide for modification thereof.

2. Either Contracting Party may request consultation, which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

Article 16. SETTLEMENT OF DISPUTES

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

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 of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

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

Article 17. GRANTS OF RIGHTS FOR CHARTER AIR SERVICES

1. Each Party grants to the other Party the right for the designated airlines of the other Party to uplift and discharge international charter traffic in passengers (and their accompanying baggage) or in cargo at any point or points in the territory of the first Party for carriage between such points and any point or points in the territory of the other Party, either directly or with stopovers at points outside the territory of either Party or with carriage of stopover or transiting traffic to points beyond the territory of the first Party.

2. Charter passenger traffic carried by an airline of one Party and originating in or destined for a third country behind the territory of that Party without a stopover in the home territory of that airline of at least two consecutive nights shall not be covered by this Agreement.

3. Any airline designated to operate charter air services shall be permitted to exercise those rights in accordance with the charterworthiness rules of both Parties.

4. While charter air traffic should not be permitted to cause substantial impairment of the scheduled air services covered by this agreement, each Party undertakes to grant most liberal treatment to the designated airlines of the other Party for charter flights.

5. The provisions of this Agreement shall apply, *mutatis mutandis*, to charter air services as they apply to the agreed services.

Article 18. AMENDMENTS

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement including the Schedule annexed thereto, such

modification, if agreed between the Contracting Parties and if necessary after consultation in accordance with Article 15 of the present Agreement, shall come into effect when confirmed by an Exchange of Notes.

Article 19. REGISTRATIONS

The present Agreement, its Route Schedule and modifications thereto shall be registered with the International Civil Aviation Organization.

Article 20. CONFORMITY WITH MULTILATERAL CONVENTIONS

The present Agreement and its Schedule shall be amended by an Exchange of Notes between the Contracting Parties so as to conform with any multilateral agreement which may become binding on them.

Article 21. PERIODIC REVIEW

Without prejudice to the provisions of Article 15 of the Agreement, each Party shall have the right, at any time after the expiration of three years from the entry into force of this Agreement and periodically thereafter at intervals of three years, to request a general review of the provisions of this Agreement and the manner in which it has operated in practice. Upon any such request, the Parties shall meet for the purpose of the review within 60 days of the receipt of the request, unless both Parties agree to an extension of this period.

Article 22. TERMINATION

1. Either Contracting Party may at any time notify the other Contracting Party through diplomatic channels of its decision to terminate the present Agreement, such notification shall simultaneously be communicated to the International Civil Aviation Organization.

2. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party unless it is withdrawn by mutual agreement before this period expires.

3. If default of acknowledgement of receipt by the other Contracting Party, the notification shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organization received the notice.

Article 23. ENTRY INTO FORCE

The present Agreement shall come into force on the date of signature.

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

DONE at Kingston in duplicate this 27th day of May 1980.

For the Government
of the Kingdom of Belgium:

[Signed]
J. BOUSSE

For the Government
of Jamaica:

[Signed]
PERCIVAL J. PATTERSON

SCHEDULE OF ROUTES

Section I

Routes on which air services may be operated in both directions by the designated airline of Jamaica:

Points in Jamaica—two points in the Caribbean, including the Bahamas—points in Belgium—two points in Europe.

Section II

Routes on which air services may be operated in both directions by the designated airline of the Kingdom of Belgium:

Points in Belgium—two intermediate points—points in Jamaica—three points in Central and/or South America.

NOTES. Point or points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights; these points may be served in any combination and in any order.
