

No. 21947

**BELGIUM
and
UNITED REPUBLIC OF TANZANIA**

**Air Service Agreement (with route schedule). Signed at Dar
es Salaam on 21 June 1978**

Authentic text: English.

Registered by Belgium on 23 June 1983.

**BELGIQUE
et
RÉPUBLIQUE-UNIE DE TANZANIE**

**Accord relatif aux services aériens (avec tableau de routes).
Signé à Dar es-Salam le 21 juin 1978**

Texte authentique : anglais.

Enregistré par la Belgique le 23 juin 1983.

AIR SERVICE AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA AND THE GOVERNMENT OF THE KINGDOM OF BELGIUM

The Government of the United Republic of Tanzania and the Government of the Kingdom of Belgium (hereinafter referred to as the Contracting Parties),

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

Desiring to conclude an Agreement, supplementary to the Convention, for the purpose of establishing air services between and beyond their respective territories,
Have agreed as follows:

Article 1. DEFINITIONS

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

(a) The term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendments of the Annexes, or Convention under Articles 90 and 94 so far as those Annexes and amendments have been adopted by both Contracting Parties;

(b) The term “aeronautical authorities” means, in the case of the United Republic of Tanzania, the Minister for the time being responsible for matters relating to civil aviation and any person or body of persons that the Minister has authorised to perform any of his functions and in the case of the Government of Belgium, the Administration of Aeronautics, Ministry of Communications and any person or body of persons which is authorised to perform the functions at present exercised by the said Administration;

(c) The term “designated airline” means an airline which has been designated by a Contracting Party and authorised in accordance with Article 4 of this Agreement;

(d) The term “territory” in relation to a State has [the] meaning assigned to it in Article 2 of the Convention;

(e) The terms “air services”, “international air services”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention;

(f) The terms “aircraft equipment”, “stores” and “spare parts” have the meanings respectively assigned to them in Chapter I of Annex 9 of the Convention; and

(g) The term “tariff” means the fares or cargo rates to be charged and any conditions upon which those fares or cargo rates depend, including prices and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail.

¹ Came into force provisionally on 21 June 1978, the date of signature, and definitively on 8 February 1982 by the exchange of the instruments of ratification, which took place at Brussels, in accordance with article 21.

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.

Article 2. APPLICABILITY OF CHICAGO CONVENTION

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

Article 3. GRANTING OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate Section of the annexed Schedule (hereinafter called "the agreed services" and "the specified routes" respectively).

2. Subject to the provisions of this Agreement, the airlines designated by each Contracting Party shall enjoy, while operating an agreed service on specified route, 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 named on the specified routes for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, destined to or taken on board in the territory of the other Contracting Party.

3. Nothing in paragraph (2) of this Article shall be deemed to confer on the airlines of the Contracting Party the privilege of taking on board, 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 that other Contracting Party.

4. The provisions of the International Air Services Transit Agreement done at Chicago on the seventh day of December, 1944,¹ shall apply between the Contracting Parties as if both Contracting Parties had accepted that Agreement.

Article 4. LAWS AND REGULATIONS

1. The laws and regulations of the one Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft within its territory shall apply to the designated airline of the other Party.

2. The laws and regulations relating to immigration, passport or other approved travel documents or quarantine of the one Party governing entry into, sojourn in or departure from its territory of passengers, crew, cargo or mail shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Party while they are within the said territory.

3. Each Party agrees not to give preference to its own designated airline over the designated airline of the other Party in the application of its regulations concerning visas, immigration, quarantine, or other regulations affecting air transportation.

4. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

¹ United Nations, *Treaty Series*, vol. 84, p. 389.

Article 5. DESIGNATION OF AIRLINES AND OPERATION AUTHORISATIONS

1. The Aeronautical Authority of each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

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 designated airline the appropriate operating authorisations.

3. The aeronautical authorities of either Contracting Party may require an 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 such authorities in conformity with the provisions of the Convention.

4. The Aeronautical Authority of each Contracting Party shall have the right to refuse to grant the operation authorisations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of this Agreement, in any case where the said Aeronautical Authority 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 designated and authorised in accordance with the provisions of this Article, 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 this Agreement is in force in respect of that service.

Article 6. REVOCATION AND SUSPENSION OF OPERATING AUTHORISATIONS

1. The Aeronautical Authority of 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 this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

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

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

Article 7. CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operated on international air services by the designated airlines of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided

such equipment, parts 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 air service of the designated airline of the other Contracting Party;
- (b) Spare parts introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the Contracting Party;
- (c) Fuel and lubricants destined to supply outbound aircraft operated on international air 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.

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

Article 8. UNLOADING OF EQUIPMENT

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 cases they may be placed under the supervision of the customs authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 9. CAPACITY PROVISIONS

1. There shall be fair and equal opportunity for the airline of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline 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 route.

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 to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up or put down at points of the specified routes in the territories of the States other than that designating the airlines shall be made in accordance with the general principles that capacity shall be related to:

- (a) Traffic requirements to and from the territory of the Contracting Party which has designated the airline;

- (b) Traffic requirements of the area through which the airline passes, after taking account of the other transport services established by airlines of the States comprising the area, and
- (c) The requirements of through airline operation.

Article 10. PROVISION OF STATISTICS

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

Article 11. TARIFFS

1. The tariffs to be charged by the airline 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.

2. The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed by the designated airlines of the Contracting Parties, after consultation with other airlines operating over the whole or part of the route concerned, and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the determination of tariffs.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special case[s], this time limit may be agreed to be reduced.

4. If the designated airlines cannot agree on a tariff in accordance with paragraph (2) of this Article, or if during the first thirty (30) days of the sixty (60) days, period referred to in paragraph (3) of this Article one aeronautical authority gives the other Aeronautical authority dissatisfaction with any tariff agreed in accordance with paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall attempt to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article or on the determination of any tariff under paragraph (4) of this Article, the dispute shall be settled in accordance with the provisions of Article 18 of this Agreement.

6. Subject to the provisions of paragraph (5) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

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

Article 12. CURRENCY EXCHANGE AND TAXATION

1. Each Contracting Party undertakes to grant to the designated airline of the other Contracting Party the right to remit to their head offices at the official rate of exchange the excess of receipts over expenditure earned by that airline in its territory

in connection with the agreed services on the specified routes. In the absence of a payment agreement between the two Contracting Parties, those remittances shall be done in hard convertible currency and shall not be subject to any taxation or any other restrictions.

2. The revenues not directly related with the agreed services shall be subject to the applicable national regulations for the transfer of foreign currency earned by a foreign commercial enterprise.

Article 13. FEES AND CHARGES

Fees and other charges for the use of each airport including its installations, technical and other facilities and services as well as any charges for the use of aeronavigation and communication facilities and services shall be made in accordance with the rates and tariffs established by each Contracting Party.

Article 14. STATION REPRESENTATIVES

1. Each Contracting Party shall grant to the airline of the other Contracting Party actually operating the agreed services the right to station representatives and their assistants in the territory of the first Contracting Party where its designated airline operates the regular flights.

2. The total number of the officers and the number of the representatives designated by each airline from its citizens shall be settled by agreement between the aeronautical authorities of [the] Contracting Parties.

Article 15. CONSULTATIONS BETWEEN AERONAUTICAL AUTHORITIES

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 this Agreement including the annexed Schedule.

Article 16. MODIFICATION OF AGREEMENT

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement or the annexed Schedule, it may request consultation with the other Contracting Party. Such consultation may be through discussion or by correspondence and in the former case it shall begin within a period of sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period. Any modification so agreed shall come into effect provisionally until confirmed by an exchange of diplomatic notes.

Article 17. CONFORMITY WITH MULTILATERAL CONVENTION

1. This Agreement and the annexed Schedule shall be amended by an exchange of diplomatic notes so as to conform with any multilateral convention which may become binding on both Contracting Parties.

Article 18. SETTLEMENT OF DISPUTE

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 instance endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators. Each Contracting Party shall nominate an arbitrator

and the third shall be appointed as President 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 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 a Contracting Party fails to nominate an arbitrator within the specified period, or if the third arbitrator is not appointed within the specified period either Contracting Party may request the President of the Council of the International Civil Aviation Organization to appoint the arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State. The arbitral tribunal shall determine its own procedure and shall decide on the apportionment of costs.

3. The Contracting Parties shall comply with all provisional orders and final decisions given by an arbitral tribunal under paragraph (2) of this Article.

Article 19. TERMINATION OF AGREEMENT

Either Contracting Party may at any time give notice to the other Contracting Party of its intention to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case this Agreement shall terminate twelve (12) months after date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In absence of acknowledgement of receipt by the other Contracting Party, such notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organization.

Article 20. REGISTRATION WITH ICAO

This Agreement, the Schedule annexed to it and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 21. ENTRY INTO FORCE

This Agreement shall enter into force provisionally on the date of signature and definitively after the exchange of instruments of ratification.

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

DONE at Dar es Salaam in duplicate in English language this 21st day of June 1978.

[Signed]

AMIR HABIB JAMAL
For the Government
of the United Republic of Tanzania

[Signed]

E. KOBIA
For the Government
of the Kingdom of Belgium

SCHEDULE

SECTION I

Route to be operated by the designated airline of the United Republic of Tanzania:

Points in Tanzania—a point in Africa—two points in the Middle East—a point in Europe-Brussels-v.v.

NOTES:

1. The designated airline of the United Republic of Tanzania may on any or all flights omit calling at any of the above mentioned points provided that the agreed services on the specified route begin at a point in the territory of the United Republic of Tanzania.

2. No traffic rights (including own stopover) may be exercised between intermediate points and points in the territory of the Kingdom of Belgium, or between points in the territory of the Kingdom of Belgium and points beyond, except as may be from time to time jointly determined by the aeronautical authorities of the Contracting Parties.

SECTION II

Route to be operated by the designated airline of the Kingdom of Belgium:

Points in Belgium—a point in Europe—two points in the Middle East—three points in Africa-Kilimanjaro and/or Dar es Salaam—points beyond.

NOTES:

1. The designated airline of the Kingdom of Belgium may on any or all flights omit calling at any of the above mentioned points provided that the agreed services on the specified route begin at a point in the territory of the Kingdom of Belgium.

2. No traffic rights (including own stopover) may be exercised between intermediate points and points in the territory of the United Republic of Tanzania, or between points in the territory of the United Republic of Tanzania and points beyond, except as may be from time to time jointly determined by the aeronautical authorities of the Contracting Parties.
