

No. 23154

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

**Agreement relating to air services (with route schedule).
Signed at Yaoundé on 11 September 1981**

Authentic texts: English and French.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 30 November 1984.*

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

**Accord relatif aux transports aériens (avec tableau de
routes). Signé à Yaoundé le 11 septembre 1981**

Textes authentiques : anglais et français.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 30 novembre 1984.*

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

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

Desiring to foster the development of air transport between the United Kingdom of Great Britain and Northern Ireland and the United Republic of Cameroon and to give effect to the principles and provisions of the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;²

Have agreed as follows:

Article 1. DEFINITIONS

For the purpose of this Agreement and its annex, unless the context indicates otherwise:

(a) The term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December, 1944, and any annex adopted under article 90 of that Convention and any amendment of the annexes or Convention under articles 90 and 94 of the said Convention 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 United Kingdom, the Secretary of State for Trade and any person or body authorised to perform any functions at present exercisable by him or similar functions; and in the case of the United Republic of Cameroon, the Ministry responsible for civil aviation or any body authorised to perform any functions at present exercisable by the said Ministry or similar functions;

(c) The term "designated airline" means an airline which has been designated and authorised in accordance with article 3 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 service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in article 96 of the Convention;

(f) The term "tariff" means:

(i) The fare charged by a designated airline for the carriage of passengers and their baggage on scheduled international air services, and any conditions on which such fare depends;

¹ Came into force provisionally on 11 September 1981 by signature, and definitively on 1 September 1983, i.e., the first day of the second month following an exchange of diplomatic notes (effected on 31 May and 11 July 1983) confirming the completion of the required constitutional procedures, in accordance with article 19.

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.

- (ii) The freight rate charged by a designated airline for the carriage of cargo (excluding mail) on scheduled international air services, and any conditions on which such freight rate depends;
- (iii) The price charged by a designated airline to a charterer for the carriage of passengers and their baggage or cargo (excluding mail) on scheduled international air services in space sold to that charterer for resale by him to passengers or consignors of cargo, and any conditions on which such price depends; and
- (iv) The rate of commission paid by a designated airline to an agent in respect of tickets sold or airway bills completed by that agent for carriage on scheduled international air services, and any conditions on which such rate of commission depends.

Article 2. GRANT OF RIGHTS

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

(2) Each Contracting Party grants to the designated airline of the other Contracting Party when it operates an agreed service on a specified route:

- (a) The right to fly without landing across its territory, subject to observance of international obligations and national laws and regulations;
- (b) The right to make stops in such territory for non-traffic purposes;
- (c) The right to make commercial stops in accordance with the provisions of the route schedule annexed to this Agreement.

(3) In making commercial stops in the territory of one Contracting Party, the designated airline of the other Contracting Party shall enjoy the following international traffic rights:

- (a) To take up or put down passengers, mail or cargo destined for, or coming from, the territory of that other Contracting Party;
- (b) To take up or put down, in accordance with the rights granted and expressly mentioned in the route schedule annexed to this Agreement, passengers, mail or cargo destined for, or coming from agreed third countries, it being understood that the rights granted may be exercised in respect of one or more kinds of traffic (passengers, mail or cargo).

(4) Nothing in paragraph (3) of this article shall be deemed to confer on the 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 and destined for another point in the territory of that other Contracting Party.

Article 3. DESIGNATION OF AIRLINES

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party an 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 airline designated the appropriate operating authorisations.

(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 fulfil 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) Each Contracting Party shall have the right to refuse to grant the operating 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 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 tariffs established in accordance with the provisions of article 10 of this Agreement are in force in respect of those services.

Article 4. REVOCATION OR SUSPENSION OF OPERATING AUTHORISATIONS

(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 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 those 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 nationals of such Contracting Party; or
- (b) In the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting those rights; or
- (c) If the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(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 5. EXEMPTION FROM CHARGES ON EQUIPMENT, FUEL, STORES, ETC.

(1) Aircraft operated on international air 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 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 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 the designated airline of the other Contracting Party;
- (c) Fuel and lubricants supplied in the territory of a Contracting Party to an outbound aircraft of the designated airline of the other Contracting Party engaged in an international air service, 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) and (b) and (c) above may be required to be kept under customs supervision or control.

Article 6. UNLOADING OF EQUIPMENT, ETC.

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 until such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 7. AVIATION SECURITY

The Contracting Parties re-affirm their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services and undermine public confidence in the safety of civil aviation. The Contracting Parties agree to provide maximum aid to each other with a view to preventing the unlawful seizure of aircraft and other unlawful acts against aircraft, airports and air navigation facilities and threats to aviation security. The Contracting Parties shall also have regard to applicable aviation security provisions established by the International Civil Aviation Organisation. When incidents or threats of unlawful seizure of aircraft or other unlawful acts against aircraft, airports or air navigation facilities occur, the Contracting Parties shall assist each other by facilitating communications intended to terminate such incidents rapidly and safely. Each Contracting Party shall give sympathetic consideration to any request from the other for special security measures for its aircraft or passengers to meet a particular threat.

Article 8. RECOGNITION OF CERTIFICATES, LICENCES, ETC.

(1) 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 agreed services on the specified routes. 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.

(2) Subject to the provisions of this Agreement, 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 the designated airline of the other Contracting Party.

(3) 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 arising out of health formalities.

(4) Passengers in transit across the territory of one Contracting Party shall be subject to simplified controls. Baggage and cargo in transit shall be exempt from customs duties and other similar taxes.

(5) Where one of the Contracting Parties requires visas for persons entering its territory, members of crews engaged in operating an agreed service under this Agreement shall be exempt from the requirement to produce a passport or to obtain a visa so long as they have an identity document provided for in annex 9 to the Convention.

Article 9. PRINCIPLES GOVERNING THE OPERATION OF THE AGREED SERVICES

(1) The airlines designated by the two Contracting Parties shall be accorded equal treatment so that they may enjoy the same opportunities for operating the agreed services on the specified routes.

(2) On each of the specified routes the agreed services shall have as their primary objective the provision, at a reasonable load factor consistent with the requirements of economic operation, of capacity adequate to meet the current and reasonably foreseeable requirements of international air traffic coming from or destined for the territory of the Contracting Party which has designated the airline.

(3) The rights granted to each designated airline in respect of the carriage of passengers and cargo (including mail) between the territory of the other Contracting Party and points on the specified routes in the territories of third States shall be exercised in accordance with the general principle that the capacity offered shall be related to:

- (a) Traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) The requirements of economic operation of long distance services;
- (c) Traffic requirement of the area through which the agreed service passes after taking into account local and regional air services.

(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 which it is entitled to provide it may come to an understanding 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 entitlement in question. Any such understanding shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

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

(6) In the operation of the agreed services on the specified routes full regard shall be had to the principle of prior consultation and co-operation between the designated airlines of the Contracting Parties for the purpose of drawing up schedules, the provision of services to meet fluctuations in demand and all other matters relevant to the provision of the agreed services on the specified routes. If the designated airlines are unable to agree on any such matters the two aeronautical authorities shall endeavour to reach a solution.

(7) The schedules of the agreed services shall be submitted for approval to the aeronautical authorities of the two Contracting Parties at least thirty (30) days before the date of commencement of the services. The same rule shall apply to later changes in the schedules.

Article 10. TARIFFS

(1) The tariffs to be charged by the designated airlines of the Contracting Parties for carriage on the agreed services shall be those approved by the aeronautical authorities of both Contracting Parties and shall be established at reasonable levels, taking into account all relevant factors, the characteristics of each service, and the tariffs charged by other airlines operating over all or part of the same route.

(2) The tariffs referred to in paragraph (1) of this article shall, if possible, be agreed jointly by the designated airlines of the two Contracting Parties after consultation with other airlines serving all or part of the same route. The designated airlines shall, as far as possible, agree the tariffs on the basis of the tariff co-ordinating procedures established by the International Air Transport Association (IATA).

(3) No tariff shall be approved for carriage on the agreed services unless it has been submitted to the aeronautical authorities of both Contracting Parties for approval (in such form as those aeronautical authorities may require to disclose the particulars referred to in sub-paragraph (f) of article 1 of this Agreement) not less than 45 days prior to the proposed date of its introduction. In special cases this period may be reduced subject to the agreement of the said authorities. A tariff shall be treated as having been submitted for the approval of a Contracting Party on the date on which it is received by the aeronautical authorities of that Contracting Party. When the tariffs have been submitted for the approval of the aeronautical authorities of the Contracting Parties, those aeronautical authorities shall use their best endeavours to give a decision within a reasonable time.

(4) If the designated airlines are unable to agree tariffs in accordance with the provisions of paragraph (2) of this article, or the aeronautical authorities of one Contracting Party express dissatisfaction with a tariff submitted for approval in accordance with paragraph (3) of the article, consultations for the purpose of determining the tariff by mutual agreement may be requested in accordance with the provisions of article 14.

(5) So long as one of the Contracting Parties has not approved a proposed tariff, the tariff previously in effect shall remain in force at the request of either Contracting Party.

Article 11. TRANSFER OF EARNINGS

Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to transfer within a reasonable period of time at the official rate of exchange the excess of revenue over expenditure in its territory from the carriage of passengers, mail and cargo in accordance with the regulations in force in the territory of either Contracting Party.

Article 12. PROVISION OF STATISTICS

The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, statements of operational statistics relating to the use made of the capacity provided by the designated airline of the first Contracting Party on the specified routes. Such statements shall include as far as possible all information required to determine the volume, origin and destination of traffic.

Article 13. AIRLINE REPRESENTATION

The designated airline of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of its own managerial, technical, operational and other specialist staff who are required for the provision of air services.

Article 14. CONSULTATION

Each Contracting Party may, at any time, request consultations between the competent authorities of the two Contracting Parties regarding the interpretation or application of this Agreement, including the annex. Such consultations shall begin at the latest within thirty (30) days from the date of receipt of the request.

Article 15. SETTLEMENT OF DISPUTES

(1) If any dispute arises regarding the interpretation or application of this Agreement, the Contracting Parties shall, at the request of either of them, in the first place endeavour to settle it by direct negotiations.

(2) If they do not settle the matter within sixty (60) days of the receipt of the said request, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators, one to be appointed by each Contracting Party, the third (being a national of a third state) to be appointed by the two already appointed and shall act as chairman. Each of the Contracting Parties shall appoint an arbitrator within a period of sixty (60) days from the date of receipt by one Contracting Party from the other of a note through the diplomatic channel requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to appoint an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, either Contracting Party may ask the President of the Council of the International Civil Aviation Organisation to make the necessary appointments.

(3) The arbitral tribunal shall, in the absence of a unanimous decision, decide by a majority of votes. Unless the Contracting Parties agree otherwise,

the tribunal shall establish its own rules of procedure and place of work. It shall reach its decision within ninety (90) days after it has been established.

(4) The Contracting Parties undertake to comply with any decision of the arbitral tribunal, such decision being for all purposes considered as final.

(5) Pending the resolution of any dispute in accordance with paragraphs (2) and (3) of this article, no new measure prejudicing or affecting adversely the rights, options and privileges granted or the operation of the agreed services carried out by virtue of this Agreement shall be taken.

(6) If one of the Contracting Parties or the designated airline of either of the Contracting Parties does not comply with a decision rendered in accordance with paragraph (3) of this article, and for so long as that Contracting Party or that designated airline fails to comply, the other Contracting Party may at its option restrict, suspend or revoke the rights, options and privileges which it has granted under this Agreement to the defaulting Contracting Party or its designated airline.

(7) Each Contracting Party shall meet the cost of the remuneration of the arbitrator appointed by it and half the remuneration of the third arbitrator.

Article 16. AMENDMENT OF THE AGREEMENT

(1) If one of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations shall begin within sixty (60) days from the date of receipt of the request. Any amendment of this Agreement shall come into force as soon as the two Contracting Parties have notified each other, by an exchange of diplomatic notes, of the completion of their respective constitutional procedures.

(2) Amendments to the annex to this Agreement may be agreed directly between the aeronautical authorities of the two Contracting Parties. They shall come into force after having been confirmed by an exchange of diplomatic notes.

Article 17. TERMINATION

Either Contracting Party may at any time give notice 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 the Agreement shall terminate twelve (12) months after the 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 the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.

Article 18. REGISTRATION

This Agreement and the annex hereto shall be communicated to the International Civil Aviation Organisation for the purpose of registration.

Article 19. ENTRY INTO FORCE

This Agreement and its annex shall be applied provisionally from the date of signature and shall enter into force on the first day of the second month following

an exchange of diplomatic notes confirming the completion of the necessary constitutional procedures in both States. This exchange shall take place at London as soon as possible.

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

DONE, in duplicate, at Yaoundé this 11th day of September 1981 in the English and French languages, both texts being equally authoritative.

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

RICHARD LUCE

For the Government of the United Republic of Cameroon:

ALBERT NGOME KOME

ANNEX. ROUTE SCHEDULE

SECTION ONE

Route to be operated by the designated airline of the United Kingdom

<i>Departure points</i>	<i>Intermediate points</i>	<i>Point in Cameroon</i>	<i>Beyond points</i>
Points in the United Kingdom	Algiers Abidjan Accra Cotonou A point in Nigeria A point to be specified by the United Kingdom	Douala	Libreville Brazzaville Luanda Kinshasa Lusaka A point in Africa to be specified by the United Kingdom

NOTES

1. The route specified in this route schedule may be operated in either direction.
2. In operating the agreed services on the specified route the designated airline of the United Kingdom may omit calling at any of the above-mentioned points provided that the services begin or end in the United Kingdom. The intermediate and beyond points listed above shall be served by the designated airline of the United Kingdom without traffic rights to and from Douala, except as may from time to time be agreed between the aeronautical authorities of the Contracting Parties.
3. Where a point in the route schedule is to be specified, the aeronautical authorities of the United Kingdom, when intending to specify such a point, shall first consult the aeronautical authorities of the United Republic of Cameroon.

SECTION TWO

Route to be operated by the designated airline of the United Republic of Cameroon

<i>Departure points</i>	<i>Intermediate points</i>	<i>Point in the United Kingdom</i>	<i>Beyond points</i>
Points in the United Republic of Cameroon	Rome Geneva Frankfurt Paris Niamey or Cotonou A point in Nigeria A point to be specified by the United Republic of Cameroon	London	New York Montreal Copenhagen Amsterdam Brussels A point to be specified by the United Republic of Cameroon

NOTES

1. The route specified in this route schedule may be operated in either direction.
2. In operating the agreed services on the specified route the designated airline of the United Republic of Cameroon may omit calling at any of the above-mentioned points provided that the services begin or end in the United Republic of Cameroon. The intermediate or beyond points listed above shall be served without traffic rights to or from London except as provided in note 3 below. In addition to the provisions set out in note 3 other provisions may from time to time be agreed between the aeronautical authorities of the Contracting Parties.
3. The designated airline of the United Republic of Cameroon may take up and set down at London traffic destined for or coming from Geneva and either Niamey or Cotonou. Such rights may not be exercised in respect of both Niamey and Cotonou in the same operating season.
4. Where a point in the route schedule is to be specified, the aeronautical authorities of the United Republic of Cameroon, when intending to specify such a point, shall first consult the aeronautical authorities of the United Kingdom.