

No. 23732

TRINIDAD AND TOBAGO
and
SAINT LUCIA

Agreement for air services between and beyond their respective territories (with annex). Signed at St. Philip, Barbados, on 2 July 1985

Authentic text: English.

Registered by Trinidad and Tobago on 5 February 1986.

TRINITÉ-ET-TOBAGO
et
SAINTE-LUCIE

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Signé à St. Philip (Barbade) le 2 juillet 1985

Texte authentique : anglais.

Enregistré par la Trinité-et-Tobago le 5 février 1986.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF SAINT LUCIA AND THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of Saint Lucia and the Government of the Republic of Trinidad and Tobago,

Desiring to develop cooperation in the field of international air transport;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to conclude an agreement for the purpose of establishing regular air services between and beyond their respective territories;

Desiring to ensure the highest degree of safety and security in international air transport;

Being parties to 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 the present Agreement unless the context otherwise requires:

a. "Aeronautical authorities" means, in the case of Trinidad and Tobago, the Minister responsible for Civil Aviation and/or any person or body authorised to perform any functions at present exercised by the said Minister and in the case of Saint Lucia, the Minister responsible for Civil Aviation and/or any person or body authorised to perform any functions at present exercised by the said Minister.

b. "Airline" means any air transport enterprise offering or operating an international air service.

c. "Air service" means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo, separately or in combination for compensation.

d. "Convention" means the Convention of International Civil Aviation opened for signature at Chicago on 7 December, 1944 and includes:

- (i) Any amendment thereto which has entered into force under Article 94(a) thereof and has been ratified by both Contracting Parties;
- (ii) Any Annex or any amendment thereto adopted under Article 90 of that Convention, insofar as such amendment or Annex is at any given time effective for both Contracting Parties.

e. "Designated airline" means any airline which has been designated and authorised in accordance with Article 3 of the present Agreement.

f. "International air service" means an air service which passes through the air space over the territory of more than one State.

¹ Came into force on 5 February 1986 by an exchange of diplomatic notes, in accordance with article 22.

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.

g. "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, cargo or mail, carried for compensation.

h. "Tariff" means the price to be paid for the carriage of passengers, baggage and cargo on scheduled air services 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.

i. "Territory" in relation to a State means the land areas, archipelagic waters and/or territorial seas adjacent thereto and the airspace under the sovereignty and jurisdiction of that State.

Article 2. GRANT OF 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 Annex on Route Schedule. 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 one 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, by diplomatic note, an airline to operate the agreed services on the routes specified in the Annex for such Contracting Party, to withdraw such designation and/or to substitute another airline for that previously designated.

2. Substantial ownership and effective control of the designated airline of each Contracting Party shall vest in that party and/or its nationals.

3. Nothing in this Article shall prevent either Contracting Party from designating an airline substantially owned and effectively controlled by a government or governments (and/or its or their nationals) with which that Contracting Party shares a community of interest by virtue of common membership within the same regional economic grouping of developing states, provided that the Contracting Party and the other Government or Governments concerned have agreed on terms and conditions acceptable to the other Contracting Party, for the operation by the designated airline of the agreed services.

4. On receipt of such notice of designation or of substitution pursuant to paragraph 1 of this Article, the other Contracting Party shall, consistent with its laws and regulations, and subject to the provisions of paragraphs 5 and 6 of this Article, grant

without undue delay to the airline so designated the appropriate authorisation to operate the agreed services for which that airline has been designated.

5. 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 the provisions of paragraphs 2 and 3 of this Article have been met.

6. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is competent 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.

7. When an airline has been so designated and authorised it may begin at any time to operate the agreed services in whole or in part, provided that the airline complies with the applicable provisions of this Agreement.

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 by the designated airline of the other Contracting Party of the rights specified in Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise of such right:

- a. In any case where it is not satisfied that the provisions of paragraphs 2 or 3 of Article 3 have been met;
- 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. APPLICATION OF LAWS

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory or airspace, 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 said territory.

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 said territory.

Article 6. CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competence 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 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 recognise for the purpose of flights above its territory certificates of competence and licences granted to its nationals by the other Contracting Party.

3. The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety and security standards and requirements maintained and administered by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft and the operation of the designated airline. If, following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety and security standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention, they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety and security standards and requirements of the other Contracting Party to standards at least equal to the minimum standards which may be established pursuant to the Convention, and the other Contracting Party shall take appropriate corrective action.

4. Each Contracting Party reserves the right to withhold, revoke, or limit, pursuant to Articles 2 (Grant of Rights), 3 (Designation of Airline and Operating Authorisation) and 4 (Revocation, Suspension and Imposition of Conditions), the operating authorisation or technical permission of an airline designated by the other Contracting Party, in the event that the other Contracting Party does not take such appropriate action within a reasonable time.

Article 7. AVIATION SECURITY

1. The Parties, recognising their responsibilities under the Convention to develop international civil aviation in a safe and orderly manner, reaffirm 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 transport, and undermine public confidence in the safety of civil aviation. To this end, each Party:

- a. Reaffirms its commitment to act consistently with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September, 1963,¹ the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December, 1970,² and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;³
- b. Shall require that operators of aircraft of its registry act consistently with the applicable aviation security provisions established by the International Civil Aviation Organisation; and

¹ United Nations, *Treaty Series*, vol. 704, p. 219.

² *Ibid.*, vol. 860, p. 105.

³ *Ibid.*, vol. 974, p. 177.

c. Shall provide maximum aid, within the limits of its resources, to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

2. Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that are equal to the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to bring the safety and security standards and requirements of the other Party to standards at least equal to the minimum standards which may be established pursuant to the Convention; and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke, or limit the operating authorisation or technical permission of an airline designated by the other Party in the event the other Party does not take appropriate action within a reasonable time.

Article 8. RATE 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 upon its national aircraft engaged in similar international air services.

Article 9. 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 services performed:

- a. Aircraft stores (including food, beverages (soft and strong drinks) and tobacco) taken on board in the territory of a 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 service 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 10. 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 11. CAPACITY PROVISIONS

1. The designated airline shall enjoy fair and equal opportunity to operate the agreed services on the specified routes between and beyond 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 each 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 of capacity adequate to meet the current and reasonable anticipated requirements for the carriage of passengers, cargo and mail between the territories of the Contracting Parties.

4. The right of each of the designated airlines to carry international traffic originating from or destined for the territory of the other Contracting Party and the territories of third countries shall be exercised in conformity with the orderly development of international air transport and in particular:

- a.* To traffic demands of the areas through which the agreed service passes, local and regional services being taken into account;
- b.* To the requirements of through airline operation.

Article 12. ESTABLISHMENT OF TARIFFS

1. The tariffs of the designated airline on any agreed service shall be established, at reasonable levels, due regard being paid to all relevant factors including the cost of operation, a 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 established 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 of 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. If the aeronautical authorities fail to determine the tariff as provided for under paragraph 4 of this Article, the dispute shall be submitted to arbitration as provided for in Article 17 of this Agreement.

6. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff is established.

Article 13. AIRLINE REPRESENTATION

1. 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 managerial, technical and other specialist staff who are required for the provision of air services.

2. Except in special circumstances determined by the appropriate authorities, both Contracting Parties shall dispense with the charges associated with work permits for personnel performing certain temporary services and duties. Such permits shall be issued promptly so as not to delay the entry into the State of the personnel concerned.

Article 14. FINANCIAL PROVISIONS

Each Contracting Party undertakes to grant to the designated airline of the other Contracting Party the right of free transfer, at the official rate of exchange, of the excess of receipts over expenditure earned in its territory in connection with the carriage of passengers, baggage, cargo and mail by the said designated airline.

Article 15. EXCHANGE OF STATISTICS

The aeronautical authorities of each Contracting Party shall supply to the other, on request, such statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services. Such statements shall include information required to determine the amount of traffic carried on the agreed services and the initial origins and final destinations of such traffic.

Article 16. CONSULTATIONS

1. In a spirit of close cooperation, the appropriate 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 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 such consultation shall begin within a period of sixty (60) days of the receipt of the request unless the Contracting Parties agree to an extension of this period.

Article 17. 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 of 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 Organisation may at the request of either Contracting Party, appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State and shall act as President of the tribunal. The tribunal will report within three (3) months of its appointment.

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

4. The expenses of the tribunal shall be shared equally by the Contracting Parties.

Article 18. AMENDMENTS

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification, if agreed between the Contracting Parties and if necessary after consultation in accordance with Article 16 of the present Agreement, shall come into effect when confirmed by an Exchange of Notes.

Article 19. REGISTRATION

The present Agreement, and any modifications thereto shall be registered with the International Civil Aviation Organisation.

Article 20. MULTILATERAL AGREEMENT

If a multilateral Agreement, accepted by both Parties concerning any matter covered by this Agreement enters into force, the Parties undertake to enter into discussions with a view to amending this Agreement so as to conform with the provisions of the multilateral Agreement.

Article 21. 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 Organisation.

2. In such cases, 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. In 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 Organisation received the notice.

Article 22. ENTRY INTO FORCE

This Agreement, and any amendments thereto shall come into force on exchange of diplomatic Notes between the Contracting Parties.

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

DONE at Barbados in duplicate this 2nd day of July one thousand nine hundred and eighty-five.

[Signed — Signé]¹

For the Government
of the Republic of Trinidad and Tobago

[Signed — Signé]²

For the Government
of Saint Lucia

ANNEX

SCHEDULE OF ROUTES

Section I

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

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destination</i>	<i>Points beyond Trinidad and Tobago</i>
Saint Lucia	Barbados	Trinidad and Tobago	Points in South America
	St. Vincent and the Grenadines		Points in Central America
	Grenada		Other points to be agreed

Section II

Routes on which air services may be operated in both directions by the designated airline of the Government of Trinidad and Tobago:

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destination</i>	<i>Points beyond Saint Lucia</i>
Trinidad and Tobago	Grenada	Saint Lucia	Points in the Caribbean
	St. Vincent and the Grenadines		Bahamas
	Barbados		Points in the United States of America
			Points in Canada
			Points in the U.K. and Continental Europe
			Points in Central America
			Other points to be agreed

¹ Signed by George Michael Chambers — Signé par George Michael Chambers.

² Signed by John Compton — Signé par John Compton.