

No. 24979

**CANADA
and
NEW ZEALAND**

**Agreement on air transport (with annex). Signed at Ottawa
on 4 September 1985**

**Exchange of notes constituting an agreement relating to the
above-mentioned Agreement. Ottawa, 4 September
1985**

Authentic texts: English and French.

Registered by Canada on 16 July 1987.

**CANADA
et
NOUVELLE-ZÉLANDE**

**Accord sur le transport aérien (avec annexe). Signé à Ot-
tawa le 4 septembre 1985**

**Échange de notes constituant un accord relatif à l'Accord
susmentionné. Ottawa, 4 septembre 1985**

Textes authentiques : anglais et français.

Enregistrés par le Canada le 16 juillet 1987.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF NEW ZEALAND ON AIR TRANSPORT

The Government of Canada and The Government of New Zealand, hereinafter referred to as the Contracting Parties,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December, 1944,²

Desiring to conclude an agreement supplementary to the said Convention for the purpose of establishing air services between their respective territories,

Have agreed as follows:

Article I. For the purpose of this Agreement, unless otherwise stated:

(a) "Aeronautical Authorities" means, in the case of Canada, the Minister of Transport and the Canadian Transport Commission and, in the case of New Zealand, the Minister responsible for Civil Aviation or, in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;

(b) "Agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;

(c) "Agreement" means this Agreement, the Annex attached thereto, and any amendments to the Agreement or to the Annex;

(d) "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 of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

(e) "Designated airline" means an airline which has been designated and authorized in accordance with Articles IV and V of this Agreement;

(f) "Tariffs" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for other services performed in connection with air transportation, but excluding remuneration and conditions for the carriage of mail;

(g) "Air Service", "International Air Service", "Airline" and "Stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention;

(h) "Territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty of that State;

¹ Came into force on 4 September 1985 by signature, in accordance with article XXIV.

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.

(i) "Stopover" means a deliberate interruption of a journey by a passenger, agreed to in advance by the airline, at a point between the place of origin and the place of destination;

(j) "Change of gauge" means the operation of one of the agreed services by a designated airline in such a way that one section of the route is flown, in accordance with Article III of this Agreement, by aircraft different in capacity from those used on another section.

Article II. 1. Each Contracting Party grants to the other Contracting Party except as otherwise specified in the Annex the following rights for the conduct of international air services by an airline designated by the other Contracting Party:

- (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; and
- (c) To make stops in the said territory for the purpose of taking up and discharging, while operating the routes specified in the Annex, international traffic in passengers, cargo and mail, separately or in combination.

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

Article III. A designated airline of one Contracting Party may make a change of gauge at any point on the specified route only on the following conditions:

- (i) That it is justified by reason of economy of operation;
- (ii) That the aircraft used on the section of the route more distant from the territory of the Contracting Party designating the airline is not larger in capacity than that used on the nearer section;
- (iii) That the aircraft of smaller capacity shall operate only in connection with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- (iv) That there is an adequate volume of through traffic;
- (v) That the airline shall not hold itself out to the public by advertisement or otherwise as providing a service which originates at the point where the change of aircraft is made, unless otherwise permitted by the Annex;
- (vi) That in connection with any one aircraft flight into the territory of the other Contracting Party, only one flight may be made out of that territory unless authorized by the aeronautical authorities of the other Contracting Party to operate more than one flight; and
- (vii) That the provisions of Article XI of the present Agreement shall govern all arrangements made with regard to change of gauge.

Article IV. Each Contracting Party shall have the right to designate, by diplomatic note, an airline or airlines to operate the agreed services on the routes specified in the Annex for such a Contracting Party and to substitute another airline for that previously designated.

Article V. 1. Following receipt of a notice of designation or of substitution pursuant to Article IV of this Agreement, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant without delay to the airline so designated the appropriate authorizations to operate the agreed services for which that airline has been designated.

2. Upon receipt of such authorizations the airline 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 and the tariffs established in accordance with the provisions of Article XIV of this Agreement are in force in respect of such services.

Article VI. 1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article V of this Agreement with respect to an airline designated by the other Contracting Party, to revoke or suspend such authorizations or impose conditions, temporarily or permanently:

- (a) In the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally and reasonably applied by these authorities in conformity with the Convention;
- (b) In the event of failure by such airline to comply with the laws and regulations of that Contracting Party;
- (c) In the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; and
- (d) In case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article XVIII of this Agreement.

Article VII. 1. The laws, regulations and procedures of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline(s) of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airline(s) of the other Contracting Party and by or on behalf of its crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

3. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article VIII. 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 routes specified in the Annex provided that such certificates or licences were

issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the routes specified in the Annex, should permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may request consultations in accordance with Article XVIII of this Agreement with the aeronautical authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of Article VI of this Agreement.

Article IX. 1. The Contracting Parties agree to provide aid to each other as necessary with a view to preventing unlawful seizure of aircraft and other unlawful acts against the safety of aircraft, airports and air navigation facilities and any other threat to aviation security.

2. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of the other Contracting Party and to take adequate measures to inspect passengers and their carry-on items. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

3. The Contracting Parties shall act consistently with applicable aviation security provisions established by the International Civil Aviation Organization identified as the International Standards and Recommended Practices on Security and designated as Annex 17 to the Convention to the extent that such security provisions are applicable to the Contracting Parties.

Should a Contracting Party depart from such provisions, the aeronautical authorities of the other Contracting Party may request consultations with the aeronautical authorities of that Contracting Party. Failure to reach a satisfactory agreement will constitute grounds for the application of Article VI of this Agreement.

4. The Contracting Parties shall act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,¹ the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 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

5. When an incident, or threat of an incident, of unlawful seizure of aircraft or other unlawful acts against the safety of aircraft, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications intended to terminate rapidly and safely such incident or threat thereof.

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

² *Ibid.*, vol. 860, p. 105.

³ *Ibid.*, vol. 974, p. 177.

Article X. 1. The charges imposed in the territory of one Contracting Party on the aircraft of the designated airline(s) of the other Contracting Party for the use of airports and other aviation facilities shall not be higher than those imposed on aircraft of a national airline of the first Contracting Party engaged in similar international air services.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, and where practicable, through the airlines' representative organisations. Reasonable notice should be given to users of any proposals for changes in user charges to enable them to express their views before changes are made.

3. Neither of the Contracting Parties shall give preference to its own or any other airline over the airline(s) engaged in similar international air services of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways, air traffic services and associated facilities under its control.

Article XI. 1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate the agreed services on the routes specified in the Annex to this Agreement.

2. In operating the agreed services, the designated airline(s) of each Contracting Party shall take into account the interest of the designated airline(s) 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.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear reasonable 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 meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or ultimately destined for the territory of the Contracting Party which has designated the airline(s).

4. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating the airline(s) shall be made in accordance with the general principle that capacity shall be related to:

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

Article XII. The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, upon request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including, but not limited to, statements of statistics related to the traffic carried by its designated airline(s) on the agreed services.

Article XIII. 1. Each Contracting Party shall on a basis of reciprocity exempt the designated airline(s) of the other Contracting Party to the fullest extent possible under its

national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline(s) of such other Contracting Party operating the agreed services, as well as printed ticket stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:

- (a) Introduced into the territory of one Contracting Party by or on behalf of the designated airline(s) of the other Contracting Party;
- (b) Retained on board aircraft of the designated airline(s) of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
- (c) Taken on board aircraft of the designated airline(s) of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally 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 XIV. 1. The tariffs for carriage on agreed services to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, the interests of users, reasonable profit, characteristics of service (such as standards of speed and accommodation) and, where it is deemed suitable, the tariffs of other airlines for any part of the specified route.

2. The tariffs referred to in paragraph 1 of this Article shall be agreed upon, if possible, between the designated airlines of the Contracting Parties; such agreement shall be reached, whenever possible, through the international tariff coordination mechanism of the International Air Transport Association. However, a designated airline shall not be precluded from filing any proposed tariff unilaterally if circumstances so warrant. Unless otherwise determined in the application of paragraph 5 of this Article, or where a proposed tariff has been unilaterally filed, each designated airline shall be responsible only to its aeronautical authorities for the justification and reasonableness of the tariffs so proposed.

3. Any tariffs for an agreed service shall be filed with the aeronautical authorities of both Contracting Parties at least 60 days prior to the proposed effective date unless the aeronautical authorities of both Contracting Parties permit the filing to be made on shorter notice. Any proposed tariff shall be filed by a designated airline with the aeronau-

tical authorities of both Contracting Parties in such form as the aeronautical authorities of each Contracting Party may require.

4. If the aeronautical authorities of one Contracting Party, on receipt of any filing referred to in paragraph 3 of this Article, are dissatisfied with the tariff proposed, they shall so notify the aeronautical authorities of the other Contracting Party within 30 days from the date of receipt of such tariff, but in no event less than 15 days prior to the proposed effective date of such tariff. If notification of dissatisfaction is not given as provided in this paragraph, the tariff shall be deemed to be approved by the aeronautical authorities of the Contracting Party receiving the filing and shall become effective on the proposed date.

5. If a tariff cannot be established in accordance with the provisions of paragraph 2 of this Article or if during the period applicable in accordance with paragraph 4 of this Article a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves. Consultations between the aeronautical authorities will be held in accordance with Article XVIII of this Agreement.

6. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 5 of this Article the dispute shall be settled in accordance with the provisions of Article XX of this Agreement.

7. (a) No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph 3 of Article XX of this Agreement.

(b) When tariffs have been established in accordance with the provisions of this Article, those tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article or Article XX of this Agreement.

8. If the aeronautical authorities of one of the Contracting Parties become dissatisfied with an established tariff, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airlines shall attempt, where required, to reach an agreement. If within the period of ninety (90) days from the day of receipt of such notification, a new tariff cannot be established in accordance with the provisions of paragraphs 2 and 3 of this Article, the procedures as set out in paragraphs 5 and 6 of this Article shall apply. In no circumstances, however, shall a Contracting Party require a different tariff from the tariff of its own designated airline for comparable services between the same points.

9. The tariffs charged by the designated airline(s) of one Contracting Party for carriage between the territory of the other Contracting Party and the territory of a third State involving also points other than on agreed services shall be subject to the approval of the aeronautical authorities of the other Contracting Party and such third State; provided, however, that the aeronautical authorities of a Contracting Party shall not require a different tariff from the tariff of its own airlines for comparable service between the same points. The designated airlines of each Contracting Party shall file such tariffs with the aeronautical authorities of the other Contracting Party in accordance with their requirements. Approval of such tariffs may be withdrawn on not less than 15 days' notice.

Article XV. 1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discre-

tion, through its agents. Such airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that territory or with the concurrence of such airlines or their agents in freely convertible currencies of other countries.

2. Each designated airline shall have the right to convert and remit to its country on demand revenues in excess of sums locally disbursed. Conversion and remittance shall be effected in accordance with the laws and regulations of the Contracting Party concerned, uniformly and reasonably applied, at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance. The transfer of funds shall not be subject to any charges except those normally collected by banks for such operations.

Article XVI. 1. The designated airline(s) of one Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party its representatives and commercial, operational and technical staff as required in connection with the operation of agreed services.

2. These staff requirements may, at the option of the designated airline(s), be satisfied by its own personnel or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, consistent with such laws and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

4. Where work permits or employment visas or other similar documents are required and are granted for personnel performing certain temporary services and duties, they shall be issued promptly free of charge so as not to delay the entry into the State of the personnel concerned.

Article XVII. 1. The provisions set out in Articles VII, VIII, IX, X, XII, XIII, XV, XVI, and XVIII of this Agreement shall be applicable also to charter flights operated by an air carrier of one Contracting Party into or from the territory of the other Contracting Party and to the air carrier operating such flights.

2. The provision of paragraph 1 of this Article shall not affect national laws and regulations governing the right of air carriers to operate charter flights or the conduct of air carriers or other parties involved in the organisation of such operations.

Article XVIII. 1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time through discussion or by correspondence with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and of its Annex.

2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by the Contracting Parties.

Article XIX. If either 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, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60)

days from the date of the request. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.

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

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, or either Contracting Party may submit the dispute 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 arbitrators. 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 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 be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

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

4. The expenses of the Tribunal shall be shared equally between the Contracting Parties.

5. If and so long as either Contracting Party fails to comply with any decision given under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline(s) in default.

Article XXI. Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation Organization. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article XXII. This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article XXIII. If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article XIX of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

Article XXIV. This Agreement shall enter into force on the date of signature.

ANNEX

SECTION I

Route to be operated by the designated airline or airlines of Canada:

<i>Points of Origin</i>	<i>Intermediate Points</i>	<i>Points in New Zealand</i>	<i>Points Beyond</i>
Points in Canada	Honolulu Nadi	Auckland Christchurch	To be Agreed

NOTES. (a) Any point or points specified above may be omitted on any or all services but all services shall originate or terminate in Canada.

(b) Aircraft schedules shall recognise the applicable conditions concerning density of movements and allocation of terminal facilities.

SECTION II

Route to be operated by the designated airline or airlines of New Zealand:

<i>Points of Origin</i>	<i>Intermediate Points</i>	<i>Points in Canada</i>	<i>Points Beyond</i>
Points in New Zealand	2 points to be named by New Zealand, selected from: Nadi Papeete Honolulu Los Angeles One point in the USA not east of Chicago	Vancouver Toronto	To be Agreed

NOTES. (a) Any point or points specified above may be omitted on any or all services but all services shall originate or terminate in New Zealand.

(b) Only one point in Canada may be selected.

(c) The intermediate points and/or the point in Canada may be changed every six months on sixty days' notice to the aeronautical authorities of Canada.

(d) If Toronto is selected, the intermediate points served shall not be in the USA west coast states or Texas. Service at Toronto shall be at off-peak times of the day and at a terminal building acceptable to airport management, consistent with the Government of Canada's requirements regarding exceptions to the moratorium on additional foreign airline entry at Pearson International Airport.

(e) Nadi and Honolulu shall not jointly be available as the two intermediate points en route to Vancouver until either designated airline increases frequency to two services per week.

[For the testimonium and signatures, see p. 291 of this volume].

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

DONE in duplicate at Ottawa, this 4th day, of September 1985, in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés dûment autorisés à cet effet par leurs Gouvernements respectifs ont signé le présent Accord.

FAIT en double exemplaire à Ottawa ce 4^e jour de septembre 1985, dans les langues française et anglaise, chaque version faisant également foi.

For the Government of Canada:
Pour le Gouvernement du Canada :

Hon. DON MAZANKOWSKI
Minister of Transport of Canada

For the Government of New Zealand:
Pour le Gouvernement de la Nouvelle-Zélande :

Hon. RICHARD PREBBLE
Minister of Transport of New Zealand

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF NEW ZEALAND RELATING TO THE AGREEMENT OF 4 SEPTEMBER 1985 ON AIR TRANSPORT²

I

DEPARTMENT
OF EXTERNAL
AFFAIRS

MINISTÈRE
DES AFFAIRES
EXTÉRIEURES

CANADA

Ottawa, September 4, 1985

JLE-1135

Sir,

I have the honour to refer to the Air Transport Agreement between Canada and New Zealand of September 4, 1985 and to propose the following supplementary agreement regarding the capacity which may be offered by the designated airlines of Canada and New Zealand (the Contracting Parties).

A designated airline of each Contracting Party may commence a weekly return flight in accordance with the route schedule with aircraft of up to B747-200 capacity from 1 November 1985. Each designated airline shall be permitted to introduce a second weekly service from 1 June 1986. Before that date the Aeronautical Authorities of both Contracting Parties shall consult on the operation of the agreed services.

¹ Came into force on 4 September 1985, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 270 of this volume.

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LE GOUVERNEMENT CANADIEN ET LE GOUVERNEMENT NÉO-ZÉLANDAIS RELATIF À L'ACCORD DU 4 SEPTEMBRE 1985 SUR LE TRANSPORT AÉRIEN²

I

DEPARTMENT
OF EXTERNAL
AFFAIRS

MINISTÈRE
DES AFFAIRES
EXTÉRIEURES

CANADA

Ottawa, le 4 septembre 1985

JLE-1135

Monsieur,

J'ai l'honneur de me reporter à l'Accord sur le transport aérien entre le Canada et la Nouvelle-Zélande du 4 septembre 1985 et de proposer l'Accord supplémentaire suivant concernant la capacité que peuvent offrir les entreprises de transport aérien désignée(s) du Canada et de la Nouvelle-Zélande (les Parties contractantes).

Une entreprise de transport aérien désignée de chaque Partie contractante peut commencer à assurer un vol aller-retour par semaine conformément au tableau des routes, à l'aide d'un aéronef d'une capacité maximale équivalente à celle d'un B747-200, à compter du 1^{er} novembre 1985. Chaque entreprise de transport aérien désignée sera autorisée à introduire un deuxième vol par semaine à compter du 1^{er} juin 1986. Avant cette date, les autorités aéronautiques des deux Parties contractantes se consulteront au sujet de l'exploitation des services convenus.

¹ Entré en vigueur le 4 septembre 1985, date de la note de réponse, conformément aux dispositions desdites notes.

² Voir p. 280 du présent volume.

Unless agreement is reached by the designated airlines on subsequent adjustments to capacity, such further adjustments shall be the subject of consultations between the Aeronautical Authorities as may be required from time to time taking into account the provisions of Article XI of the Agreement. Either Contracting Party may call for consultations at any time to review the traffic and capacity justification on the agreed services.

I have the further honour to propose that this Note, which is equally authentic in English and French, and your reply confirming the acceptability of these proposals to the Government of New Zealand, shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Sir, the assurance of my highest consideration.

[Signed]

DON MAZANKOWSKI
Minister of Transport

The Honourable Richard Prebble
Minister of Transport of New Zealand

A moins que les entreprises de transport aérien désignées ne parviennent à s'entendre sur les rajustements subséquents de la capacité, ces nouveaux rajustements feront de temps à autre l'objet de consultations entre les autorités aéronautiques, compte étant tenu des dispositions de l'Article XI de l'Accord. L'une ou l'autre des Parties contractantes peut demander des consultations à n'importe quel moment afin de revoir la justification du trafic et de la capacité sur les services convenus.

J'ai en outre l'honneur de proposer que la présente Note, dont les versions française et anglaise font également foi, ainsi que votre réponse confirmant que ces propositions agréent au gouvernement de la Nouvelle-Zélande, constituent entre nos deux gouvernements un Accord qui entrera en vigueur à la date de votre réponse.

Veuillez agréer, Monsieur, les assurances renouvelées de ma très haute considération.

[Signé]

DON MAZANKOWSKI
Ministre des Transports

L'honorable Richard Prebble
Ministre des Transports de la
Nouvelle-Zélande

II

[TRADUCTION—TRANSLATION]

NEW ZEALAND HIGH COMMISSION
OTTAWA, CANADA

4 September 1985

Sir,

I have the honour to acknowledge the receipt of your Note of today's date, which reads as follows:

[See note 1]

I have the further honour to confirm on behalf of the Government of New Zealand

HAUT COMMISSARIAT
DE LA NOUVELLE-ZÉLANDE
OTTAWA (CANADA)

Le 4 septembre 1985

Monsieur,

J'ai l'honneur d'accuser réception de votre note datée d'aujourd'hui, dont le texte se lit comme suit :

[Voir note 1]

J'ai en outre l'honneur de vous informer que le Gouvernement de la Nouvelle-

the understanding contained in your Note under acknowledgement.

I avail myself of this opportunity to extend to you, Sir, the assurance of my highest consideration.

[Signed]

RICHARD PREBBLE
Minister of Transport

The Honourable Don Mazankowski
Minister of Transport of Canada

Zélande agréée à la proposition contenue dans votre note.

Je saisis cette occasion, etc.

Le Ministre des transports,

[Signé]

RICHARD PREBBLE

L'honorable Don Mazankowski
Ministre des transports du Canada
