

No. 25191



**BARBADOS
and
BELGIUM**

**Agreement for air services between and beyond their
respective territories (with routes schedule). Signed at
Bridgetown on 20 February 1973**

Authentic text: English.

*Registered by the International Civil Aviation Organization on 17 August
1987.*



**BARBADE
et
BELGIQUE**

**Accord relatif aux services aériens entre leurs territoires
respectifs et au-delà (avec tableau des routes). Signé à
Bridgetown le 20 février 1973**

Texte authentique : anglais.

*Enregistré par l'Organisation de l'aviation civile internationale le 17 août
1987.*

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

The Government of Barbados and the Government of Belgium;

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

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:

Article 1. For the purpose of the present Agreement, unless the context otherwise requires:

(a) The term “aeronautical authorities” means in the case of Barbados, the Minister responsible for Civil Aviation, and any person or body authorised to perform any functions at present exercisable by the said Minister or similar functions, and, in the case of Belgium, the Minister responsible for Civil Aviation and any other person or body authorised to perform any functions at present exercisable by the said Minister or similar functions;

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

(c) The term “designated airline” means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement;

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

(e) The term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that State; and

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

Article 2. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing

¹ Came into force provisionally on 20 February 1973, the date of signature, and definitively on 26 February 1981, the date on which the Parties informed each other of the completion of the constitutional requirements, in accordance with article 17.

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. 215, and vol. 1175, p. 297.

international air services on the routes specified in the appropriate Section of the Schedule annexed to the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively. The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights —

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To make stops in the said territory for non-traffic purposes, and
- (c) To make stops in the said territory, subject to any restriction specified in the Schedule to the present Agreement at the points specified for that route in the Schedule for purposes of putting down and taking up international traffic in passengers, cargo and mail.

Article 3. 1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the 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 the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorised it may begin at any time to operate the agreed services for which it has been designated, provided that a tariff established in accordance with the provisions of Article 9 of the present Agreement is in force in respect of those services; and provided further that the frequency and scheduling of the services to be operated by such airline have been approved by the aeronautical authorities of the Contracting Party which has granted the operating authorisation.

Article 4. 1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) In the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights; or
- (b) In case the airline otherwise fails to operate in accordance with the conditions prescribed under the present 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. The frequency and scheduling of services to be operated by the designated airline of one Contracting Party shall be subject to the approval of the aeronautical authorities of the other Contracting Party.

Article 6. 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 the exception of charges corresponding to the service performed —

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

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

Article 7. 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 8. 1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

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

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

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

Article 9. 1. Tariffs to be charged by the designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service, and tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed between the designated airlines of both Contracting Parties. These airlines may consult other airlines operating over the whole or part of the route.

3. Where one Contracting Party has not designated an airline, the tariffs shall be drawn up by the designated airline of the other Contracting Party.

4. The tariffs so agreed or drawn up shall be submitted to the aeronautical authorities of the Contracting Parties for approval at least ninety (90) days before the proposed date of their introduction, in the following manner:

(a) Where each Contracting Party has designated an airline, the designated airline of each Contracting Party shall submit the tariffs to its own aeronautical authorities;

(b) Where only one Contracting Party has designated an airline that airline shall submit the tariffs to the aeronautical authorities of both Contracting Parties.

In special cases the above-mentioned period may be reduced, subject to the agreement of the aeronautical authorities of both Contracting Parties.

5. The approval of the aeronautical authorities may be given expressly. If neither of the aeronautical authorities has expressed disapproval in writing to the aeronautical authorities of the other Contracting Party and to the designated airlines within forty-five (45) days from the date of submission of the tariffs for the approval of the said authorities, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 4, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than forty-five (45) days.

6. If a tariff cannot be agreed in accordance with paragraph 2 of this Article, or if, during the period applicable in accordance with paragraph 5 of this Article, the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their disapproval of a tariff agreed in accordance with the provisions of paragraph 2 of this Article, or drawn up in accordance with the provisions of paragraph 3 of this Article, the aeronautical authorities of the two Contracting Parties shall, after consultation

with the aeronautical authorities of any other State whose advice they consider useful, endeavour to determine the tariff by mutual agreement.

7. If the aeronautical authorities cannot determine the tariff as provided for under paragraph 6 of this Article, the dispute shall be settled in accordance with the provisions of Article 13 of the present Agreement.

8. Subject to the provisions of paragraph 7 of this Article, no tariff shall come into force unless it is approved by the aeronautical authorities of both Contracting Parties.

9. A tariff established in accordance with the provisions of this Article or settled in accordance with the provisions of Article 13 of the present Agreement shall remain in force until a new tariff has been established.

Article 10. The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services and the origins and destinations of such traffic.

Article 11. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, mail and cargo. Such transfer shall be at the official rate of exchange, where such a rate exists, or otherwise at a rate equivalent to that at which the receipts were earned.

Article 12. 1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Schedule annexed thereto and shall consult when necessary to provide for modification thereof.

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

Article 13. 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, who shall act as President of the tribunal, to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting

Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

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

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

Article 14. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement including the Schedule annexed thereto, such modification, if agreed between the Contracting Parties and if necessary after consultation in accordance with Article 12 of the present Agreement, shall come into effect when confirmed by an Exchange of Letters.

Article 15. The present Agreement and its Schedule shall be amended by an Exchange of Letters between the Contracting Parties so as to conform with any multilateral Convention or Agreement which may become binding on them.

Article 16. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. 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 Organization.

Article 17. The present Agreement shall enter provisionally into force on the date of signature, and definitively after the respective constitutional requirements have been fulfilled.

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

DONE at Bridgetown this twentieth day of February, 1973, in duplicate, in the English language.

For the Government
of Barbados:
G. C. R. MOE

For the Government
of Belgium:
H. WALSCHAP

SCHEDULE

SECTION I

*Route to be operated by the designated airline of Barbados
Barbados-Brussels and beyond in both directions*

The designated airline of Barbados in operating its services to Brussels and beyond may carry 5th freedom traffic between Brussels and any four points notified by the aeronautical authorities of Barbados to the aeronautical authorities of Belgium.

SECTION II

*Route to be operated by the designated airline of Belgium
Belgium-Bridgetown and beyond in both directions*

The designated airline of Belgium in operating its services to Bridgetown and beyond may carry 5th freedom traffic between Bridgetown and any four points notified by the aeronautical authorities of Belgium to the aeronautical authorities of Barbados.

NOTE. 1. The designated airline of one Contracting Party may make stops at points outside the territory of the other Contracting Party other than those notified, provided that no commercial rights are exercised by that airline between such points and the territory of the other Contracting Party.

2. The designated airlines of the Contracting Parties may serve the points referred to above in any order and may omit calling at any of them on any or all flights.
