

No. 25995

**SWITZERLAND
and
THAILAND**

Agreement for air services between and beyond their respective territories (with annexes). Signed at Bangkok on 22 November 1984

Authentic texts: French, Thai and English.

Registered by Switzerland on 22 June 1988.

**SUISSE
et
THAÏLANDE**

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexes). Signé à Bangkok le 22 novembre 1984

Textes authentiques : français, thaï et anglais.

Enregistré par la Suisse le 22 juin 1988.

AGREEMENT¹ BETWEEN THE SWISS FEDERAL COUNCIL AND THE GOVERNMENT OF THE KINGDOM OF THAILAND FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Swiss Federal Council and the Government of the Kingdom of Thailand,

Considering that the Swiss Confederation and the Kingdom of Thailand are parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,² and

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. DEFINITIONS

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

a) The term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or Convention under articles 90 and 94 thereof so far as those annexes and amendments are applicable for both Contracting Parties;

b) The term “aeronautical authorities” means, in the case of Switzerland, the Federal Office for Civil Aviation and, in the case of the Kingdom of Thailand, the Minister of Communications or in both cases any person or body, authorized to exercise the functions presently assigned to the said authorities;

c) The term “designated airline” means an airline which one Contracting Party has designated, in accordance with Article 6 of the present Agreement, for the operation of the agreed air services;

d) The term “tariff” means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail.

2. The Annex forms an integral part of the present Agreement. All references to the Agreement shall include the Annex unless explicitly agreed otherwise.

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 operating air services on the

¹ Came into force on 12 November 1987, the date of the exchange of notes (effected on 6 February 1986 and 12 November 1987) confirming its approval in compliance with the legal procedure of the Contracting Parties, 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.

routes specified in the schedules of the Annex. Such services and routes are hereinafter called “agreed services” and “specified routes” respectively.

2. Subject to the provisions of the present Agreement the airline designated by each Contracting Party shall enjoy, while operating international air services:

a) The right to fly without landing across the territory of the other Contracting Party;

b) The right to make stops in the said territory for non-traffic purposes;

c) The right to embark and disembark in the said territory at the points specified in the Annex of the present Agreement passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party;

d) The right to embark and disembark in the territory of third countries at the points specified in the Annex of the present Agreement passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party, specified in the Annex of the present Agreement.

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

4. If because of armed conflict, natural calamities, political disturbances or disruptive developments, the designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes.

Article 3. EXERCISE OF RIGHTS

1. The designated airline of each Contracting Party shall have fair and equal opportunity to carry on the agreed services traffic embarked in the territory of one Contracting Party and disembarked in the territory of the other Contracting Party or vice versa and shall regard as being of supplementary character traffic embarked or disembarked in the territory of the other Contracting Party to and from points en route. The designated airline of each Contracting Party in providing capacity for the carriage of traffic embarked in the territory of the other Contracting Party and disembarked at points on the specified routes or vice versa shall take into consideration the primary interest of the designated airline of the other Contracting Party in such traffic so as not to affect unduly that interest of the latter airline.

2. The agreed services provided by the designated airline of each Contracting Party shall be closely related to the requirements of the public for transportation on the specified routes, and each shall have as its primary objective the provision of capacity adequate to meet the demands to carry passengers, cargo and mail embarked or disembarked in the territory of the Contracting Party which has designated the airline.

3. Provision for the carriage of passengers, cargo and mail embarked in the territory of the other Contracting Party and disembarked at points in third countries on the specified routes or vice versa shall be made in accordance with the general principle that capacity shall be related to:

- a) The requirements of traffic embarked or disembarked in the territory of the Contracting Party which has designated the airline;
- b) The requirements of traffic of the area through which the airline passes, after taking account of other air services established by airlines of the States situated in the area; and
- c) The requirements of economical through airline operation.

Article 4. APPLICATION OF LAWS AND REGULATIONS

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

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Neither Contracting Party may grant any preference to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

Article 5. AVIATION SECURITY

The Contracting Parties agree to provide maximum aid to each other with a view to preventing hijackings and sabotage to aircraft, airports and air navigation facilities and threats to aviation security. They shall have regard to security provisions established by the International Civil Aviation Organization. When incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, the Contracting Parties shall assist each other by facilitating the communication of measures intended to terminate such incidents or threats 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 6. DESIGNATION AND OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of both Contracting Parties.

2. The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the designated airline of the other Contracting Party the necessary operating authorization.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to refuse to grant the operating authorization referred to in paragraphs 1 and 2 of this Article, or to impose such conditions as it may deem necessary for the exercise of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party has no proof that a preponderant part of the ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. Having received the operating authorization, provided for under paragraph 2 of this Article, the designated airline may at any time operate the agreed services, provided that tariffs established in accordance with the provisions of Article 14 of the present Agreement are in force.

Article 7. REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATION

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

a) The said airline cannot prove that a preponderant part of its ownership and effective control are vested in the Contracting Party designating the airline or in its nationals, or

b) The said airline fails to comply with or has infringed the laws or regulations of the Contracting Party granting these rights, or

c) The said airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement.

2. Such a right shall be exercised only after consultation with the other Contracting Party, 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.

Article 8. RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting Party, 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, however, to refuse to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.

Article 9. EXEMPTION OF DUTIES AND TAXES

1. Aircraft operated on international services by the designated airline of one Contracting Party, as well as their normal board equipment, supplies of fuel and lubricants and aircraft stores including food, beverages and tobacco carried on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from all duties or taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported.

2. There shall also be exempt from the same duties and taxes with exception of charges corresponding to the services rendered:

a) Aircraft stores taken on board in the territory of one Contracting Party, within the limits fixed by the competent authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by the designated airline of the other Contracting Party;

b) Aircraft spare parts and normal board equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft operated on international services;

c) Fuel and lubricants destined for the designated airline of one Contracting Party to supply aircraft operated on international services, 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 have been taken on board.

3. The normal board equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airline of one 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 a case, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 10. DIRECT TRANSIT

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

Article 11. USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airline of the other Contracting Party are just and reasonable. They shall be based on sound economic principles.

2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airline of the other Contracting Party shall not be higher than those which have to be paid by national aircraft operating on scheduled international services.

Article 12. COMMERCIAL ACTIVITIES

1. The designated airline of one Contracting Party may, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operation and other specialist staff required for the operation of the agreed services.

2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airline designated by the other Contracting Party may exercise its activities in an orderly manner.

3. In particular, each Contracting Party grants to the designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each airline 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, subject to the national laws and regulations, in freely convertible currencies of other countries.

Article 13. CONVERSION AND TRANSFER OF REVENUES

Each Contracting Party shall grant 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 the territory of the first Contracting Party in connection with the carriage of passengers, baggage, 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. If such transfers are regulated by a special agreement between the Contracting Parties, this special agreement shall apply.

Article 14. TARIFFS

1. The tariffs to be applied by each designated airline in connexion with any transportation 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, reasonable profit, the characteristics of each service and the tariffs charged by other airlines.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be established by mutual agreement by the designated airlines of both Contracting Parties, and if necessary taking into account the tariffs applied by the other airlines operating over the whole or part of the same route. Such agreement shall, where possible, be guided by such decisions as are applicable under the tariff conference procedure of the international body which formulates proposals in this matter.

3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least sixty days before the proposed date of their introduction. In special cases, this time limit may be reduced, subject to the agreement of the said authorities. Upon receipt of the submission of the tariffs, the aeronautical authorities shall consider such tariffs without undue delay. The aeronautical authorities may notify the other aeronautical authorities of an extension of the proposed date of tariffs introduction. No tariff shall come into force if the aeronautical authorities of either Contracting Party is dissatisfied with it.

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. Unless otherwise agreed such negotiations shall begin within thirty days from the date when it is ascertained that the designated airlines cannot agree upon the tariffs or the aeronautical authorities of one Contracting Party have notified the aeronautical authorities of the other Contracting Party of their disapproval of the tariffs.

5. In default of agreement the dispute shall be submitted to the procedure provided for in Article 18 hereafter.

6. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

7. The aeronautical authorities of each Contracting Party shall exercise their best efforts to ensure that the designated airlines conform to the agreed tariffs filed with the aeronautical authorities of the Contracting Parties as well as to the laws or regulations in this regard.

Article 15. TIME-TABLE SUBMISSION

1. As long in advance as practicable, but not less than thirty days, before the introduction of an agreed service or any modification thereof, or within thirty days after receipt of a request from the aeronautical authorities the designated airline of one Contracting Party shall provide to the aeronautical authorities of the other Contracting Party information regarding the nature of service, time-tables, types of aircraft including the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

2. For supplementary flights which the designated airline of one Contracting Party wishes to operate on the agreed services outside the approved time-table it has to request prior permission from the aeronautical authorities of the other Contracting Party.

Article 16. PROVISION OF STATISTICS

The aeronautical authorities of both Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

Article 17. CONSULTATIONS

Either Contracting Party may at any time request consultations on any problem related to this Agreement. Such consultations shall begin within a period of sixty days from the date the other Contracting Party receives the request, unless otherwise agreed by the Contracting Parties.

Article 18. DISPUTE SETTLEMENT

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 between themselves.

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 the dispute may 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 days from the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of thirty 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 specified period, 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. Where the President possesses the nationality of one of the two Contracting Parties or is otherwise prevented from carrying out this function, his deputy in office shall make the necessary appointments. The third

arbitrator shall be a national of a third State and shall act as president of the arbitral body.

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

4. If and so long as either Contracting Party or the designated airline of either Contracting Party fails to comply with a 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 the present Agreement to the Contracting Party in default or to the designated airline in default as the case may be.

Article 19. MODIFICATIONS

1. 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, shall come into force when confirmed by an Exchange of Diplomatic Notes.

2. Modifications to the Annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be applied provisionally from the date they have been agreed upon and enter into force when confirmed by an Exchange of Diplomatic Notes.

3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be so modified as to conform with the provisions of such convention.

Article 20. TERMINATION

1. Each Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

2. The Agreement shall terminate at the end of a time-table period during which twelve months after the date of receipt of the notice will have elapsed, unless the notice is withdrawn by mutual agreement before the expiry of this period.

3. In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen days after the date on which the International Civil Aviation Organization will have received communication thereof.

Article 21. REGISTRATION WITH ICAO

The present Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 22. ENTRY INTO FORCE

The present Agreement shall be approved by each Contracting Party in compliance with its legal procedure and shall enter into force on the day of the Exchange of Diplomatic Notes confirming such approval.

IN WITNESS WHEREOF the plenipotentiaries of the two Contracting Parties have signed the present Agreement.

DONE at Bangkok this twenty-second day of November 1984; in duplicate, in Thai, French and English languages, all three texts being equally authentic. In case of divergent interpretation of the Thai and French texts, the English text shall prevail.

For the Swiss Federal
Council:

[Signed]

ARMIN KAMER
Ambassador Extraordinary
and Plenipotentiary

For the Government
of the Kingdom of Thailand:

[Signed]

Air Chief Marshal
SIDDHI SAVETSILA
Minister
of Foreign Affairs

ANNEX

ROUTE SCHEDULES

Route schedule I

Routes on which air services may be operated by the designated airline of Thailand:

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Switzerland</i>	<i>Points beyond Switzerland</i>
Thailand	Two points in the Indian sub-continent Two points in the Middle East Two points in Europe	One point in Switzerland	Three points

Route schedule II

Routes on which air services may be operated by the designated airline of Switzerland:

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Thailand</i>	<i>Points beyond Thailand</i>
Switzerland	Two points in Europe Two points in the Middle East Two points in the Indian sub-continent	One point in Thailand	Three points

NOTES. 1. Points on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights, provided that the agreed services on the route begin at a point in the territory of the Contracting Party which has designated the airline.

2. Each designated airline may terminate any of its agreed services in the territory of the other Contracting Party.

3. Subject to the concurrence of the aeronautical authorities of the other Contracting Party, the designated airline may serve points not mentioned on condition that no traffic rights are exercised between these points and the territory of that Contracting Party.