

No. 32707

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**FRANCE  
and  
SOUTH AFRICA**

**Agreement for air services between and beyond their respective territories (with annex). Signed at Paris on 8 October 1993**

*Authentic texts: French and English.*

*Registered by France on 11 March 1996.*

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**FRANCE  
et  
AFRIQUE DU SUD**

**Accord relatif au transport aérien entre leurs territoires respectifs et au-delà (avec annexe). Signé à Paris le 8 octobre 1993**

*Textes authentiques : français et anglais.*

*Enregistré par la France le 11 mars 1996.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH  
REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF  
SOUTH AFRICA FOR AIR SERVICES BETWEEN AND BEYOND  
THEIR RESPECTIVE TERRITORIES

*The Government of the French Republic and the Government of the Republic of South Africa;*

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

*Desiring to contribute to the progress of international civil aviation;*

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

*Desiring to ensure the highest possible degree of economic efficiency, regularity, safety and security in international air transport;*

*Have agreed as follows :*

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<sup>1</sup> Came into force provisionally on 8 October 1993 by signature, and definitively on 26 April 1995, the date on which the Parties notified each other of the completion of the constitutional requirements, in accordance with article 21.

<sup>2</sup> 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.

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## ANNEX

## ARTICLE 1

### DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires -

- (a) the term "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 that Convention or of the Annexes of the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for, or been ratified by both Contracting Parties;
- (b) the term "aeronautical authorities" means -  
  
for the French Republic the Ministry responsible for Civil Aviation or the Ministry responsible for Foreign Affairs;  
for the Republic of South Africa, the Minister responsible for Civil Aviation, or any person or body authorized to perform any functions exercised by the said Minister;
- (c) the terms "agreed service" and "specified route" mean international air service pursuant to Article 2 of this Agreement and the route specified in the appropriate section of the Annex to this Agreement respectively;
- (d) the term "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendments to the Agreement or to the Annex in accordance with the provisions of Article 16;
- (e) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention;

- (f) the terms "aircraft equipment", "stores" and "spare parts" have the meaning respectively assigned to them in Chapter I of Annex 9 of the Convention;
- (g) the term "change of gauge" means the operation of one of the agreed services by a designated airline(s) in such a way that one or more sectors of the route are flown by aircraft different from those used on another sector;
- (h) the term "designated airline(s)" means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;
- (i) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- (j) the term "tariff" means any amount charged or to be charged by airlines, directly or through their agents, to any person or entity for the carriage of passengers (and their baggage) and cargo (excluding mail) in air transportation, including -
  - (i) the conditions governing the availability and applicability of a tariff; and
  - (ii) the charges and conditions for any services ancillary to such carriage which are offered by airlines;
- (k) the term "capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route and in relation to agreed service means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period of a route or section of a route.

## ARTICLE 2

### GRANT OF RIGHTS

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 transportation by a designated airline of the other Contracting Party -
  - (a) the right to fly across its territory without landing;
  - (b) the right to make stops in its territory for non-traffic purposes; and
  - (c) while operating an agreed service on a specified route, the right to make stops in its territory for the purpose of taking up and discharging international traffic in passengers, cargo and mail, separately or in combination.
2. Nothing in paragraph 1 of this Article shall be deemed to grant the right for one Contracting Party's airline(s) to participate in air transportation between points in the territory of the other Contracting Party.
3. Each Contracting Party grants to the other Contracting Party the right to establish air services on the routes specified in the appropriate section of the Annex.
4. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airline(s) of one Contracting Party is/are 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 rearrangement of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.

### **ARTICLE 3**

#### **CHANGE OF GAUGE**

1. Any designated airline(s) may on any or all flights on the agreed services and at its option, change aircraft in the territory of the other Contracting Party provided that -
  - (a) the aircraft used beyond the point of change of aircraft shall be scheduled in coincidence with the inbound or outbound aircraft, as the case may be; and
  - (b) in the case of such change of gauge the aircraft used is of equal size and must not be larger than the aircraft used on the inbound sector.
2. For the purpose of change of aircraft operations, a designated airline(s) may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial arrangements with another airline.
3. A designated airline may use different or identical flight numbers for the sectors of its change of aircraft operations.

### **ARTICLE 4**

#### **DESIGNATION AND AUTHORIZATION**

1. Each Contracting Party shall have the right by written notification through diplomatic channels to the other Contracting Party to designate an airline or airlines to operate air services on the routes specified in the Annex and to substitute another airline for an airline previously designated.

2. On receipt of such notification, each Contracting Party shall, without delay, grant to an airline so designated by the other Contracting Party the appropriate operating authorizations subject to the provisions of this Article.
3. Upon receipt of the operating authorization of paragraph 2 of this Article, a designated airline may at any time begin to operate the agreed services, in part or in whole, provided that it complies with the provisions of this Agreement, that tariffs for such services have been established in accordance with the provisions of Article 8 of this Agreement and that a time schedule for the agreed services is approved by the aeronautical authorities concerned.
4. For the purpose of granting the appropriate operating authorization under paragraph 2 of this Article, the aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy it that it is qualified to fulfil the conditions prescribed under the laws and the regulations normally applied to the operation of international air services by such authority in conformity with the provisions of the Convention.
5. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to grant this authorization under conditions that may be deemed necessary on the exercise by a designated airline of the rights specified in Article 2 of this Agreement, if it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating it or in its nationals or in both.

## ARTICLE 5

### REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

1. The aeronautical authorities of each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of



the rights granted under this Agreement to a designated airline of the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of such rights -

- (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;
  - (d) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement and its Annex;  
and
  - (e) in case the airline does not comply with minimum safety and security standards and requirements which may be established pursuant to the Convention.
2. Unless immediate action is essential to prevent further 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.

## ARTICLE 6

### COMMERCIAL ACTIVITIES

1. The designated airline(s) of both Contracting Parties shall be allowed to establish in the territory of the other Contracting Party offices for the

promotion of air transportation and sale of air tickets as well as other facilities required for the provision of air transportation.

2. A designated airline of one Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party its managerial, commercial, operational and technical staff and equipment as it may require in connection with the provision of air transportation.
3. These requirements may, at the option of a designated airline, be satisfied by its own personnel or by using the services of any other organization, 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.
4. Each Contracting Party grants to a designated airline of the other Contracting Party the right to -
  - (a) engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each designated airline shall have the right to sell such transportation and any person shall be free to purchase such transportation in any currency; and
  - (b) use in the territory of the other Contracting Party its own aircraft, ground and commercial handling.
5. The above activities shall be subject to the laws and regulations of the other Contracting Party.

## ARTICLE 7

### PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

1. The designated airlines of the two Contracting Parties shall be afforded fair and equitable treatment in order that they may enjoy equal

opportunity in the operation of the agreed services. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Contracting Party.

2. The agreed services provided by the designated airline(s) 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 for 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(s). Provision for the carriage of passengers, cargo and mail both taken on board and discharged at points on the specified routes in the territory of States other than that designating the airline(s) 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 designated the airline(s);
  - (b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
  - (c) the requirements of long-haul and through airline operations.
3. Operation of the agreed services shall be carried out in an atmosphere of technical and commercial co-operation between the designated airlines so as to foster the progressive development of economical air transport services, at reasonable load factors, rates and fares. And to this effect, the Contracting Parties shall use their best efforts to prevent the provision of excessive capacity, discrimination, unjust measures, or destructive competitive practices.

## ARTICLE 8

### TARIFFS

1. The tariffs to be charged by a designated airline(s) of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels with due regard being paid to all relevant factors, including cost of operation, profit and the tariffs of other airlines.
2. Tariffs referred to in paragraph 1 of this Article shall, wherever possible, be agreed by the designated airlines through the use of the procedures of the International Air Transport Association for the fixation of tariffs.
3. The tariffs of a designated airline(s) of one Contracting Party shall be submitted to the aeronautical authorities of both Contracting Parties, at least sixty (60) days before the proposed date of their introduction (hereinafter referred to as the "period of notice"). In special cases the period of notice may be reduced, subject to the agreement of the said authorities.
4. The tariffs will be considered to be approved when both aeronautical authorities have expressed approval of the tariffs within thirty (30) days from the date of submission in accordance with paragraph 3. In the event of the period of notice being reduced as provided for in paragraph 3 the aeronautical authorities may agree that the period within which any approval must be notified shall be less than thirty (30) days.
5. Tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established.
6. The designated airlines of both Contracting Parties may not charge tariffs different from those which have been established in conformity 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, and that no airline rebates any portion of such tariffs by any means, directly or indirectly.

## ARTICLE 9

### TIMETABLE

1. An airline designated by one Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval, forty five (45) days in advance, the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public.
2. If a designated airline wishes to operate supplementary or additional flights besides those covered in the approved timetables, it shall first obtain the permission of the aeronautical authorities of the Contracting Party concerned.
3. Any subsequent changes to the approved timetables of a designated airline shall be submitted for approval to the aeronautical authorities of the other Contracting Party.

## ARTICLE 10

### PROVISION OF INFORMATION

The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, on request by the latter, information relating to the traffic carried on the agreed services by the respective former's designated airline(s). Such information shall include statistics and all other information required in determining the amount of traffic carried by those airlines on the agreed services.

## ARTICLE 11

### TAXES AND CUSTOMS

1. Aircraft operating on international air services by the designated airline(s) of either Contracting Party, as well as their usual equipment, spare parts, supplies of fuels and lubricants, aircraft stores (including food, beverages and tobacco) on board as well as advertising and promotional material kept on board such aircraft shall be exempt from customs duties, inspection fees or other similar duties and levies applied by the State or the local authorities, on arrival 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.
2. With regard to usual equipment, spare parts, supplies of fuels and lubricants and aircraft stores introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use on board aircraft while operating international services, no duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party, shall be applied, even when these supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The articles referred to above may be required to be kept under customs supervision and control.
3. The provisions of paragraph 2 cannot be interpreted in such a way that a Contracting Party be made subject to the obligation to refund customs duties which have already been levied on the items referred to above.
4. Usual airborne equipment, spare parts, supplies of fuels and lubricants and aircraft stores 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 Contracting Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

## **ARTICLE 12**

### **TRANSFER OF EARNINGS**

1. Each Contracting Party shall grant the designated airline(s) of the other Contracting Party the right of free transfer, in accordance with its foreign exchange regulations and requirements, of the excess of receipts over expenditure, earned in its territory, in connection with air transport services in accordance with exchange regulations.
2. For each Contracting Party, such transfers shall be effected on a quarterly basis at the official prevailing exchange rate for current payments of each country or foreign exchange market rate for current payments. Such transfers are subject to compliance with existing exchange control regulations in each country and are effected after all taxes are paid in accordance with the fiscal rules and regulations enforced in each Contracting Party.
3. Notwithstanding the provisions of paragraphs 1 and 2 above the designated airline(s) of one Contracting Party may use part or all of the excess of receipts over expenditure in local currency to defray expenses involved in its activity of an air carrier including any land arrangements directly related to air transport according to the agreement between the competent authorities of the two Contracting Parties.
4. In so far as methods of payments between the Contracting Parties may be regulated by a special agreement, this present Agreement shall be applicable.

### ARTICLE 13

#### APPLICATION OF LAWS, REGULATIONS AND PROCEDURES

1. The laws, regulations and procedures of either Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft, shall be complied with by the designated airline(s) of the other Contracting Party upon its entrance into, and until and including its departure from, the said territory.
2. The laws, regulations and procedures of either Contracting Party relating to immigration, passports, or other approved travel documents, entry, clearance, customs and quarantine shall be complied with by, or on behalf of, crews, passengers, cargo and mail carried by aircraft of a designated airline of the other Contracting Party upon their entrance into, and until and including their departure from the territory of the said Contracting Party.
3. Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy, 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.
4. Fees and charges applied in the territory of either Contracting Party to the airline operations of the other Contracting Party for the use of airports and other aviation facilities in the territory of the first Contracting Party, shall not be higher than those applied to the operations of any other airline engaged in similar operations.
5. Neither of the Contracting Parties shall give preference to any other airline over a designated airline of the other Contracting Party in the application of its customs, immigration, quarantine, and similar



regulations; or in the use of airports, airways and air traffic services and associated facilities under its control.

6. User charges may reflect, but shall not exceed, the full cost to the competent charging authorities of providing appropriate airport and air navigation facilities and services, and may provide for a reasonable rate of return on assets, after depreciation. In the provision of facilities and services, the competent authorities shall have regard to such factors as efficiency, economy, environmental impact and safety of operation.
7. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, where practicable through the designated airlines' representative organizations. Reasonable notice should be given to users of any proposals for changes in user charges.
8. For the purpose of paragraph 6 of this Article, each Contracting Party shall use its best efforts to encourage the competent charging authorities and the designated airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles set out in this Article.

#### ARTICLE 14

##### RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued, or validated, by one Contracting Party and unexpired shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided always that such certificates or licences were issued, or validated, in conformity with the standards established under the Convention.

2. Each Contracting Party, however, reserves the right to refuse to recognize, for flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

## ARTICLE 15

### AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963,<sup>1</sup> the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970<sup>2</sup> and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.<sup>3</sup>
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators

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<sup>1</sup> United Nations, *Treaty Series*, vol. 704, p. 219.

<sup>2</sup> *Ibid.*, vol. 860, p. 105.

<sup>3</sup> *Ibid.*, vol. 974, p. 177 and vol. 1217, p. 404 (corrigendum to volume 974).

of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

## ARTICLE 16

### CONSULTATION AND AMENDMENT

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 each provision of this Agreement and shall consult when necessary to provide for modification thereof.

2. Either Contracting Party may request consultations, which shall begin within sixty (60) days of the date of the receipt of the request unless both Contracting Parties agree to an extension or reduction of this period. Such consultations may be conducted either orally or in writing.
3. Any amendment or modification of this Agreement agreed by the Contracting Parties, shall come into effect on a date to be determined in an exchange of diplomatic notes and be dependent upon the completion of nationally required legal procedures.
4. Any amendment or modification of the Annex to this Agreement shall be effected by an exchange of diplomatic notes.

## 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 between themselves.
2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators (hereinafter referred to as the Tribunal), one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall act as President of the Tribunal and shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is

not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

3. The Tribunal shall determine its own procedure and the President shall determine the venue of the arbitration.
4. Each Contracting Party will bear the costs related to the arbitrator it has appointed. The costs related to the Tribunal will be shared equally among the Contracting Parties, in particular, any such expenses which could be decided by the Chairman of the International Civil Aviation Organization to implement the appointment of the third arbitrator.
5. The Contracting Parties shall comply with any provisional ruling and the final decision of the Tribunal.
6. If, and so long as, one of the Contracting Parties fails to comply with a decision of the Tribunal given under 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.

## ARTICLE 18

### TERMINATION OF AGREEMENT

Either Contracting Party may at any time give notice through diplomatic channels to the other Contracting Party of its intention to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case this Agreement shall terminate twelve (12) months after the date on which the notice was received 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, 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 19**

#### **REGISTRATION OF AGREEMENT AND AMENDMENTS**

The Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization by the Contracting Parties.

### **ARTICLE 20**

#### **ADAPTATION OF MULTILATERAL AGREEMENTS**

1. The provisions of this Agreement shall be subject to the provisions of the Convention.
2. If a multilateral agreement concerning any matter covered by this Agreement, accepted by both Contracting Parties, enters into force, the relevant provisions of that agreement shall supersede the relevant provisions of the present Agreement.
3. In the event of a general Multilateral Convention other than the Convention which may affect air transport in respect of both Contracting Parties, either of the Contracting Parties shall be entitled to request consultations with a view to the possible amendment of the appropriate provisions of this Agreement.
4. The extent to which this Agreement is to be terminated, superseded, amended or supplemented resulting from the provisions of the multilateral convention shall be determined in accordance with the provisions of Articles 16 and 18 of the Agreement.

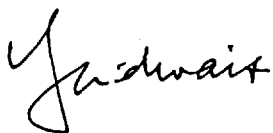
**ARTICLE 21****ENTRY INTO FORCE**

This Agreement shall be approved according to the constitutional requirements in the country of each Contracting Party and shall provisionally enter into force from the date of signature, and permanently on the day of an exchange of diplomatic notes confirming that such constitutional requirements have been fulfilled and replaces the Air Service Agreement between the Contracting Parties signed in Pretoria on the 17th September 1954<sup>1</sup> and as amended subsequently.

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

DONE at Paris on October 8 in two originals in English and French, both texts being equally authentic.

For the Government  
of the French Republic:

 <sup>2</sup>

For the Government  
of the Republic of South Africa:

 <sup>3</sup>

<sup>1</sup> United Nations, *Treaty Series*, vol. 216, p. 29.

<sup>2</sup> Serge Boidevaix.

<sup>3</sup> J. C. Scheepers.

**ANNEX****ROUTE SCHEDULE****I Routes to be operated by the designated airline(s) of France****NORTHBOUND/SOUTHBOUND ROUTE**


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<b>Points of origin</b>	<b>Intermediate/ beyond points</b>	<b>Points of destination</b>
France	Any points in Africa and Europe	Johannesburg and Cape Town or Durban

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**EASTBOUND/WESTBOUND ROUTE**


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<b>Points of origin</b>	<b>Intermediate/ beyond points</b>	<b>Points of destination</b>
Mayotte and Reunion	Any points in the Indian Ocean Islands	Johannesburg and Durban

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**II Routes to be operated by the designated airline(s) of the Republic of South Africa**

**SOUTHBOUND/NORTHBOUND ROUTE**

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<b>Points of origin</b>	<b>Intermediate/ beyond points</b>	<b>Points of destination</b>
Republic of South Africa	Any points in Africa and Europe	Paris and Nice or one other point in France to be specified by the authorities of the Republic of South Africa

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**WESTBOUND/EASTBOUND ROUTE**

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<b>Points of origin</b>	<b>Intermediate/beyond points</b>	<b>Points of destination</b>
Republic of South Africa	Any points in the Indian Ocean Islands	Reunion and Mayotte

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**III General provisions**

1. Each designated airline may omit all or any points on their route schedule provided that the service originates and/or terminates in the territory of the other Party.
  2. Each designated airline may terminate its services in the territory of the other Party, notwithstanding the recognition of beyond points.
  3. Each designated airline may serve intermediate points as beyond points and vice-versa.
  4. Each designated airline may co-terminalize the points in the territory of the other Party.
-