

No. 33236

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**NEW ZEALAND  
and  
FIJI**

**Agreement on air services (with annex). Signed at Auckland  
on 19 November 1994**

*Authentic text: English.*

*Registered by New Zealand on 11 October 1996.*

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**NOUVELLE-ZÉLANDE  
et  
FIDJI**

**Accord relatif aux services aériens (avec annexe). Signé à  
Auckland le 19 novembre 1994**

*Texte authentique : anglais.*

*Enregistré par la Nouvelle-Zélande le 11 octobre 1996.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE SOVEREIGN DEMOCRATIC REPUBLIC OF FIJI CONCERNING AIR SERVICES

The Government of New Zealand and the Government of the Sovereign Democratic Republic of Fiji (hereinafter referred to as "the Contracting Parties");

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 conclude a new Agreement, supplementary to the said Convention, for the purpose of replacing the Agreement dated 26 April 1979 between the Government of New Zealand and the Government of Fiji for Air Services between and beyond their respective territories;<sup>3</sup>

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

Have agreed as follows:

**ARTICLE 1**

**Definitions**

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

<sup>1</sup> Came into force on 19 November 1994 by signature, 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.

<sup>3</sup> *Ibid.*, vol. 1183, p. 3.

- a) "Aeronautical authorities" means the Minister responsible for the subject of Civil Aviation or any 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 and cargo separately or in combination;
- c) "Agreement" means this Agreement, its Annex and any amendments thereto;
- d) "Cargo" includes mail;
- e) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes:
- i) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time in force for both Contracting Parties; and
  - ii) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties;
- f) "Designated airline" means an airline which has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;
- g) "Ground handling" includes but is not limited to passenger, cargo and baggage handling, and the provision of catering facilities;

- h) "Specified Route" means a route specified in the Annex to the Agreement;
- i) "Tariffs" means the prices which the designated airlines charge for the transport of passengers and cargo and the conditions under which those prices apply but excluding remuneration and conditions for carriage of mail;
- j) "Air Service", "International air service", "Airline" and "Stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
- k) "Territory" has the meaning assigned to it in Article 2 of the Convention, provided that, in the case of New Zealand, the term "territory" shall exclude the Cook Islands, Niue and Tokelau.

## ARTICLE 2

### Grant of Rights

1. Subject to the provisions of this Agreement, each Contracting Party grants to the other Contracting Party the following rights to enable an airline designated by that other Contracting Party to establish and operate international air services on the routes specified in the Annex:
- a) to fly without landing across the territory of the other Contracting Party;
- b) to make stops in that territory for non-traffic purposes; and

c) to land in the said territory for the purpose of taking on board and discharging, while operating an agreed service, international traffic in passengers and cargo.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege to uplift in the territory of the other Contracting Party passengers and cargo carried for remuneration or hire, and to discharge such traffic at another point in the territory of that other Contracting Party.

3. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airline of one Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such services through appropriate temporary rearrangements of such routes as is mutually decided, where practicable in writing, by the Contracting Parties.

### ARTICLE 3

#### Designation and Authorisation

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airline(s) to operate the agreed services on the specified routes and to withdraw, in writing, the designation of an airline.

2. On receipt of such designation and subject to the provisions of Article 4 (Revocation and Limitation of Authorisation) of this Agreement, the aeronautical authorities of the other Contracting Party shall grant without delay to an airline so designated the

appropriate authorisations to operate the agreed services for which that airline has been designated.

3. Upon receipt of such authorisations 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, in particular, that tariffs are established in accordance with the provisions of Article 13 (Tariffs) of this Agreement.

4. The aeronautical authorities of one Contracting Party may require a designated airline of the other Contracting Party to satisfy them that the airline is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those aeronautical authorities, in conformity with the provisions of the Convention, to the operation of international air services.

#### ARTICLE 4

##### Revocation and Limitation of Authorisation

1. The aeronautical authorities of each Contracting Party shall, with respect to a designated airline of the other Contracting Party, have the right to withhold the authorisations referred to in Article 3 (Designation and Authorisation) of this Agreement, to revoke or suspend such authorisations or impose conditions, temporarily or permanently, at any time during the exercise of the rights by the designated airline:

a) in the event of failure by such airline to qualify under or to comply with the laws and regulations normally applied by the aeronautical authorities of that Contracting Party 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 the aeronautical authorities of the Contracting Party 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; or

d) in the event the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

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 in conformity with Article 16 (Consultations) of this Agreement.

## ARTICLE 5

### Applicability of Laws and Regulations

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 an airline of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws and regulations of the Contracting Party relating to the entry into, sojourn in and departure from its territory of passengers, crew, cargo and aircraft (including

laws and regulations relating to entry, clearance, aviation security, immigration, passports, customs, quarantine, or in the case of mail, postal laws and regulations) shall be complied with by the passengers, crew, cargo and the aircraft of the designated airline of the other Contracting Party while within the territory of the first Contracting Party. Such laws and regulations shall be applied equally by each Contracting Party to the passengers, crew, cargo and aircraft of all countries without distinction as to nationality of airline.

3. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall not undergo any examination except for reasons of aviation security, narcotics control or in special circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

## ARTICLE 6

### Recognition of Certificates and Licences

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 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 undertaken pursuant to rights granted under Article 2 (Grant of Rights) paragraph 1, 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 issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, and that difference has been filed with the International Civil Aviation Organisation, the aeronautical authorities of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under Article 7 (Safety), paragraph 2, request consultations in accordance with Article 16 (Consultations) of this Agreement with the aeronautical authorities of the first Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement shall constitute grounds for the application of Article 4 (Revocation and Limitation of Authorisation) of this Agreement.

## ARTICLE 7

### Safety

1. Each Contracting Party may request consultations concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, air crew, aircraft, and operation of the designated airline. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards which may be established pursuant to the Convention, the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within a reasonable time, and in any case within fifteen (15) days, shall be grounds for the application of paragraph 1 of Article 4 (Revocation and Limitation of Authorisation) of this Agreement.

2. When immediate action is essential to the safety of airline operations, a Contracting Party may take action under paragraph 1 of Article 4 (Revocation and Limitation of Authorisation) prior to consultations.

3. Any action taken by one Contracting Party in accordance with paragraphs 1 and 2 of this Article shall be discontinued upon compliance by the other Contracting Party with the safety provisions of this Article.

## ARTICLE 8

### Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties affirm 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.

2. 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, opened for signature at Tokyo on 14 September 1963,<sup>1</sup> the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature 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, opened for signature at Montreal on 23 September 1971<sup>3</sup> and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

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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).

3. 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.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties.

5. In addition, the Contracting Parties shall require that operators 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 as are applicable. Each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to in Paragraph 4 above. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences.

6. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above required by the other Contracting Party for entry into, departure from or sojourn in, the territory of that other Contracting Party. Each Contracting Party shall also 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 and loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life.

8. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph 1 of Article 4 (Revocation and Limitation of Authorisation) of this Agreement. When required by an emergency, a Contracting Party may take action under paragraph 1 of Article 4 (Revocation and Limitation of Authorisation) prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

## ARTICLE 9

### Airport, Services and Facility Charges

Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airlines using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organisation. Reasonable advance notice shall, whenever possible, be given to the designated airlines of any proposals for changes to charges referred to in this Article,

together with relevant supporting information and data, to enable them to express and have their views taken into account before any changes are made.

## ARTICLE 10

### Principles Governing the Operation of Agreed Services

1. There shall be a fair and equal opportunity for the designated airline of each Contracting Party to operate the agreed services on the specified routes between their respective territories.

2. In operating services on any specified route the designated airline of each Contracting Party shall take into account the interests of the designated airline 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 airline of each Contracting Party 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 and cargo originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo originating from, and destined for 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 services pass, after taking account of local and regional services; and
- c) the requirements of through airline operations.

## ARTICLE 11

### Statistics

1. The aeronautical authorities of each Contracting Party shall provide, or shall cause its designated airline to provide, 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 between points in the territory of the other Contracting Party and other points on the specified routes.

2. The details of the methods by which such statistics shall be provided shall be jointly decided by the aeronautical authorities and implemented without delay.

## ARTICLE 12

### Customs Duties and Other Charges

1. Aircraft operated on agreed services by the designated airline of each Contracting Party, as well as their normal equipment, supplies of fuels, lubricating oils (including hydraulic fluids) and lubricants, consumable technical supplies, spare parts

(including engines), aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight) and other items intended for or used solely in connection with the aviation operation or servicing, which are on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt, on the basis of reciprocity, from customs duties, excise duties and charges, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported.

2. The following shall be exempt from customs duties, excise duties, inspection fees and other national duties and charges:

a) aircraft stores introduced into or supplied in the territory of one Contracting Party and taken on board in the territory of that Contracting Party, and intended for use on board the aircraft operated on an international air service by the designated airline of the other Contracting Party;

b) spare parts (including engines) and normal airborne equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft operating agreed services;

c) fuels, lubricating oils (including hydraulic fluids) and lubricants destined for the designated airline of each Contracting Party to supply aircraft operating agreed services, even when those supplies are to be used on any part of a journey performed over the territory of the Contracting Party in which they are taken on board.

3. The normal airborne equipment, as well as spare parts (including engines), aircraft stores, supplies of fuel, lubricating oils (including hydraulic fluids) and lubricants and

other items mentioned in paragraph 1 of this Article on board the aircraft operated by the designated airline of each Contracting Party may be unloaded only with the approval of the customs authorities of that territory. In such case they may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the customs laws and procedures of that Contracting Party.

4. The exemptions provided for by this Article shall also be available in situations where the designated airline of either Contracting Party has entered into arrangements with other airline or airlines for loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article provided such other airline or airlines similarly enjoy such exemptions from the other Contracting Party.

## ARTICLE 13

### Tariffs

1. The tariffs to be charged by the designated airlines of the Contracting Parties for carriage between their territories will be those approved by the aeronautical authorities of both sides. The aeronautical authorities of either Contracting Party may require tariffs for an agreed service to be filed for approval (in such form as they may separately require), in which case such filing shall be submitted at least sixty (60) days before the proposed effective date, unless those aeronautical authorities permit the filing to be made on a shorter notice.

2. Such tariffs may be agreed by the designated airlines of both Contracting Parties seeking approval of the tariffs. However, a designated airline will not be precluded from proposing, nor the aeronautical authorities from approving, any tariff if that airline



failed to obtain the agreement of the other designated airlines to such tariff, or because no other designated airline is operating on the same route.

3. Where any tariffs are required to be filed, they shall become effective after their approval by the aeronautical authorities of both Contracting Parties. If the aeronautical authorities of neither Contracting Party have expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 1 of this Article, these tariffs shall be deemed approved. In the event of the period for submission being reduced, as provided for in paragraph 1 above, the aeronautical authorities of the two Contracting Parties may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

4. The tariffs charged by the designated airlines of one Contracting Party for carriage between the territory of the other Contracting Party and the territory of a State which is not a Contracting Party shall be subject to the approval of the aeronautical authorities of the other Contracting Party and of such non-Contracting State respectively, provided, however, that the aeronautical authorities of a Contracting Party shall not require a different tariff from the tariff of their own airlines for comparable services between the same points. The designated airline 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 no less than fifteen (15) days' notice provided however that a Contracting Party shall permit the designated airline concerned to apply the same tariffs as its own airlines for comparable services between the same points.

## ARTICLE 14

Commercial Opportunities

1. 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 designated airline of the other Contracting Party.

2. To the extent that the aeronautical authorities of either Contracting Party believe that its designated airline is being subjected to discrimination or unfair practices, they shall give notice to this effect to the aeronautical authorities of the other Contracting Party. Consultations, which may be through the diplomatic channel, shall be entered into as soon as possible after the notice is given unless the first Contracting Party is satisfied that the matter has been resolved in the meantime.

3. The designated airline of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the purposes of provision and sale of air services. 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 discretion, through its agents. Each designated airline shall have the right to use for this purpose its own transportation documents.

4. The designated airline of each Contracting Party shall have the right to sell such air transportation in local or freely convertible currencies, and to transfer them from the territory of the other Contracting Party at will. Conversion and transfer of funds obtained in the ordinary course of its operations shall be permitted at the foreign exchange market rates for payments prevailing at the time of submission of the requests for conversion or transfer

and shall not be subject to any charges except normal services charges levied for such transactions.

5. The designated airline of each Contracting Party shall have the right and discretion to pay for local expense, including purchases of fuel, in the territory of the other Contracting Party in local currency or, provided this accords with local currency regulations, in freely convertible currencies.

6. At its option, the designated airline of each Contracting Party shall, in the territory of the Contracting Party, have the right to perform its own ground-handling or contract with a competing agent of its choice, including any other airlines which perform ground-handling, for such services in whole or in part. These rights shall be subject only to restrictions resulting from considerations of airport security. Where such considerations preclude a designated airline from performing its own ground handling or contracting with an agent of its choice for ground handling services, these services shall be made available to that designated airline on a basis of equality with all other airlines.

## ARTICLE 15

### Airline Representation

1. The designated airline of each Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party, consistent with such other Contracting Party's immigration laws, regulations and practices, its representatives and staff as required in connection with the operation of the agreed services.

## ARTICLE 16

### Consultations

1. In a spirit of close cooperation, 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 this Agreement, and shall also consult when necessary to provide for amendment thereof.

2. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.

3. Subject to Articles 7 (Safety), 8 (Aviation Security) and 13 (Tariffs) such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of a written request, unless otherwise mutually decided.

## ARTICLE 17

### Settlement of Disputes

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, any disputes except those which may arise with respect to specific tariff filings, relating to the

interpretation or application of this Agreement which cannot be settled by negotiations between the Contracting Parties, either through discussion, correspondence or the use of diplomatic channels, shall, at the request of either Contracting Party, be submitted to an arbitral tribunal.

3. Within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a note through the diplomatic channel requesting arbitration of the dispute by a tribunal, each Contracting Party shall nominate an arbitrator. Within a period of sixty (60) days from the appointment of the arbitrator last appointed, the two arbitrators shall appoint a president who shall be a national of a third State. If within sixty (60) days after one of the Contracting Parties has nominated its arbitrator, the other Contracting Party has not nominated its own, or, if within sixty (60) days following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the president, either Contracting Party may request the President of the Council of the International Civil Aviation Organisation to appoint an arbitrator or arbitrators as the case requires.

4. Except as otherwise determined by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.

5. The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing, or, if no hearing is held, after the date both replies are submitted. The decision shall be taken by a majority vote.

6. The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

7. The Contracting Parties undertake to comply with any arbitration decision given under this Article.

8. The expenses of arbitration under this Article shall be shared equally between the Contracting Parties.

## ARTICLE 18

### Amendment of Agreement

If either of the Contracting Parties considers it desirable at any time to amend 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 of receipt of a written request unless both Contracting Parties agree to an extension of this period. Any amendments so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

## ARTICLE 19

### Termination

1. Either Contracting Party may at any time from the date of entry into force of this Agreement give notice in writing through the diplomatic channel to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organisation (ICAO). 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 of the Contracting Parties before the expiry of this period.

2. In default of acknowledgment of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which ICAO acknowledge receipt thereof.

## ARTICLE 20

### Registration with ICAO

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organisation.

## ARTICLE 21

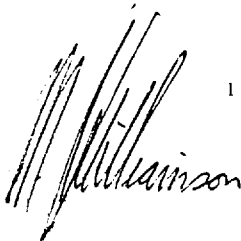
Entry into Force

This Agreement shall come into force on the date of signature.

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

Done this nineteenth day of November <sup>1994</sup> at Auckland in duplicate in the English Language.

For the Government  
of New Zealand:



1

For the Government  
of the Sovereign Democratic Republic  
of Fiji:



2

<sup>1</sup> Maurice Williamson.

<sup>2</sup> Harold Powell.



## ROUTE ANNEX

**SECTION 1**

Routes to be operated in both directions by the designated airline of Fiji.

<b>FROM</b>	<b>INTERMEDIATE POINTS</b>	<b>TO</b>	<b>POINTS BEYOND</b>
Points in Fiji	One Point in the South Pacific Islands	Auckland Wellington Christchurch	Los Angeles Hong Kong Taipei One point in Japan One point in the South Pacific Islands.

**SECTION 2**

Routes to be operated in both directions by the designated airline of New Zealand.

<b>FROM</b>	<b>INTERMEDIATE POINTS</b>	<b>TO</b>	<b>POINTS BEYOND</b>
Points in New Zealand	----	Nadi	Honolulu, Los Angeles, Vancouver and Toronto. Three points in Japan, excluding Osaka. Rarotonga Papeete Seoul.

**NOTE:**

Any point on the above routes may, at the option of the airline concerned, be omitted on any or all services provided that any service either begins or terminates in the territory of the country designating the airline.