

No. 5026

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement (with annex) concerning air services. Signed at
London, on 19 December 1957**

Official texts: English and Russian.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
4 March 1960.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES**

**Accord (avec annexe) relatif aux services aériens. Signé à
Londres, le 19 décembre 1957**

Textes officiels anglais et russe.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
4 mars 1960.*

No. 5026. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING AIR SERVICES. SIGNED AT LONDON, ON 19 DECEMBER 1957

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Union of Soviet Socialist Republics,

Desiring to conclude an Agreement for the purpose of establishing air services between London and Moscow,

Have agreed as follows :

Article 1

(1) Each Contracting Party grants to the other Contracting Party the right to operate air services between London and Moscow with a stop at Copenhagen in both directions (hereinafter referred to as the "agreed services").

(2) The Government of the United Kingdom of Great Britain and Northern Ireland designate British European Airways Corporation (hereinafter referred to as "BEA"), and the Government of the Union of Soviet Socialist Republics designate the General Department of the Civil Air Fleet under the Council of Ministers of the USSR (hereinafter referred to as "Aeroflot"), to operate the agreed services.

(3) In operating the agreed services :

- (a) BEA is authorised to carry passengers, cargo and mail between London and Copenhagen and between London and Moscow in both directions;
- (b) Aeroflot is authorised to carry passengers, cargo and mail between Moscow and Copenhagen and between Moscow and London in both directions.

(4) The routing to be followed by aircraft operating the agreed services within the territory of each Contracting Party shall be established by the aeronautical authorities of that Contracting Party. If either Contracting Party is dissatisfied with the routing so established by the aeronautical authorities of the other Contracting Party, it shall have the right to suspend the operation of the agreed services.

¹ Came into force on 24 March 1959 by an exchange of notes, in accordance with article 14.

Article 2

(1) The commercial aspects of the agreed services shall be the subject of an agreement between BEA and Aeroflot, which shall where necessary be submitted for approval to the aeronautical authorities of the Contracting Parties.

(2) Such commercial agreement shall cover *inter alia* the matters dealt with in Articles 3 and 4 of the present Agreement, as well as other matters relating to commercial co-operation, including the technical maintenance of aircraft on the ground, financial and accounting arrangements, traffic handling and arrangements for the sale of space on aircraft.

(3) The commercial agreement shall also provide for the exchange of traffic statistics concerning the agreed services.

Article 3

(1) The capacity to be provided by BEA and Aeroflot on the agreed services shall be closely related to the estimated requirements of air traffic between London and Moscow. The frequency and scheduling of services to be operated by each airline and the types of aircraft to be used shall be agreed between the airlines on the basis of the principle of fair and equal opportunity.

(2) Any dispute arising out of paragraph (1) of this Article shall be referred to the aeronautical authorities of the Contracting Parties.

Article 4

The tariffs on the agreed services shall be agreed in the first place between BEA and Aeroflot and shall be subject to the approval of the aeronautical authorities of the Contracting Parties.

Article 5

Arrangements for the safe operation of the agreed services shall be made in accordance with the Annex¹ to the present Agreement. The terms of this Annex may be amended from time to time by agreement in writing between the aeronautical authorities of the Contracting Parties.

Article 6

Exemption from Customs duty, inspection fees, and similar national or local duties and charges shall be granted to the following :

¹ See p. 248 of this volume.

- (a) fuel, lubricating oils, spare parts, regular aircraft equipment, and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by the airline designated by the other Contracting Party, and intended solely for use by or in the aircraft of that airline in the operation of the agreed services;
- (b) aircraft used on the agreed services;
- (c) fuel, lubricating oils, spare parts, regular aircraft equipment, and aircraft stores which are on board any such aircraft of the airline designated by one Contracting Party on arrival in the territory of the other Contracting Party and are retained on board on leaving the territory of that Party or consumed during flight over that territory on the agreed services.

Article 7

(1) The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the airline designated by the other Contracting Party during entry into, departure from, and flight over the territory of the first Contracting Party.

(2) The aeronautical authorities of each Contracting Party shall have the right to suspend the operation of the agreed services by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on that airline's operations, in any case where the airline fails to comply with the laws or regulations of the first Contracting Party or where that airline or the Contracting Party designating it fails to comply with the conditions prescribed in this Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringement of laws or regulations, this right shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party.

(3) The laws and regulations of each Contracting Party relating to the arrival in or departure from its territory of passengers, crews or cargo of aircraft, and in particular regulations regarding passports, customs, currency, and medical and quarantine formalities, shall be applicable to passengers, crews and cargo arriving in or departing from the territory of that Contracting Party in aircraft of the airline designated by the other Contracting Party.

(4) Notwithstanding the provisions of paragraph (3) of this Article, visas for air crew and cabin crew of aircraft operating the agreed services shall be

granted in advance, with a validity of at least six months, to a number of up to 40 complete aircraft crews for each airline. These visas shall be valid for any number of flights into and out of the territory of the other Contracting Party during the period of their validity.

(5) Crews employed on the agreed services may stay overnight in London or Moscow provided that they leave on the aircraft on which they arrived or on their next regularly scheduled flight. In this event the crews of BEA or Aeroflot aircraft may spend their free time in the cities of Moscow or London respectively.

(6) Each Contracting Party shall supply to the other copies of the relevant laws and regulations referred to in this Article.

Article 8

(1) BEA shall be free to remit to its head office in sterling at the official rate of exchange at the day of payment the sums due to it in accordance with the accounting arrangements agreed between the airlines.

(2) Aeroflot shall be free to remit to its head office in sterling the sums due to it in accordance with the accounting arrangements agreed between the airlines.

(3) Such sums shall be freely remittable and not subject to any kind of taxation or any other restriction.

(4) Intending passengers shall be free, when buying tickets in either London or Moscow for the journey between London and Moscow, to fly by either BEA or Aeroflot.

(5) Intending passengers, whatever their nationality, shall be free to buy tickets for the agreed services in sterling in London or in roubles in Moscow.

(6) The principles set out in paragraphs (4) and (5) of this Article shall apply also to cargo.

Article 9

(1) Every aircraft used on the agreed services shall—

- (a) bear its appropriate nationality and registration marks, and
- (b) carry the following documents :

- (i) its certificate of registration;