

No. 8212

**FRANCE
and
LUXEMBOURG**

**Air Transport Agreement (with annex). Signed at Paris,
on 29 March 1962**

Official text: French.

Registered by the International Civil Aviation Organization on 3 June 1966.

**FRANCE
et
LUXEMBOURG**

**Accord relatif aux transports aériens (avec annexe). Signé
à Paris, le 29 mars 1962**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 3 juin 1966.

[TRANSLATION — TRADUCTION]

No. 8212. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
FRENCH REPUBLIC AND THE GRAND DUCHY OF
LUXEMBOURG. SIGNED AT PARIS, ON 29 MARCH 1962

The Government of the French Republic and

The Government of the Grand Duchy of Luxembourg,

Desiring to promote the development of air services between France and the Grand Duchy of Luxembourg and to further as much as possible international co-operation in this field,

Wishing to apply to such services the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944² and the recommendations of the European Civil Aviation Conference,

Have agreed as follows :

Article I

The Contracting Parties grant each other the rights specified in this Agreement for the purpose of establishing regular international air services on the routes specified in the schedule annexed to this Agreement.

These services and routes are hereinafter referred to as "agreed services" and "specified routes" respectively. The airlines designated by each Contracting Party shall, while operating an agreed service on a specified route, enjoy the following rights:

- (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.

The two Contracting Parties grant each other the right to pick up and set down international traffic in passengers, cargo and mail at the points specified in the annex to this Agreement.

¹ Applied provisionally from 29 March 1962, the date of signature, and came into force definitively on 27 April 1965, the date on which the Contracting Parties notified each other of the completion of the constitutional formalities, in accordance with article XIV.

² See footnote 2, p. 135 of this volume.

Article II

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the operation of the agreed services on the specified routes.

2. On receiving notice of such designation, the other Contracting Party shall without delay, subject to the provisions of paragraphs 3 and 4 of this article, grant the appropriate operating permit to the designated airline or airlines.

3. The aeronautical authorities of one Contracting Party may require the airline or airlines designated by the other Contracting Party to show proof that they are able to fulfil the conditions prescribed by the laws and regulations normally and reasonably applied by the said authorities, in accordance with the provisions of the Convention on International Civil Aviation, to the operation of international air services.

4. Each Contracting Party shall have the right to withhold the operating permit referred to in paragraph 2 of this article or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in article I if the said Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been thus designated and authorized, it may commence operation of any agreed service at any time, provided that a tariff fixed in accordance with the provisions of article VII of this Agreement is applied to such service.

Article III

1. Each Contracting Party shall have the right to revoke an operating permit or to suspend the exercise of the rights specified in article I of this Agreement by the airline or airlines designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of those rights if :

- (a) It is not satisfied that substantial ownership and effective control of such airline or airlines are vested in the Contracting Party designating the airline or airlines or in its nationals, or
- (b) The airline or airlines have not complied with the laws or regulations of the Contracting Party granting those rights, or
- (c) The airline or airlines fail to operate in accordance with the conditions prescribed in this Agreement.

2. Unless revocation or suspension or immediate imposition of the conditions mentioned in paragraph 1 of this article is necessary to prevent further infringements of the laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article IV

1. Aircraft employed in international traffic by the designated airline or airlines of one Contracting Party and their regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) shall be exempt, on arriving in the territory of the other Contracting Party, from all customs duties, inspection fees and other duties and charges, provided such equipment and supplies remain on board the aircraft until re-exported.

2. The following shall likewise be exempt from the same duties and charges, excluding fees levied in consideration of services rendered :

- (a) Aircraft stores taken on board in the territory of one Contracting Party within limits fixed by the authorities of the said Contracting Party and intended for use on board aircraft operating an international service of the other Contracting Party ;
- (b) Spare parts introduced into the territory of one Contracting Party for the maintenance or repair of aircraft employed in international traffic by the designated airline of the other Contracting Party ;
- (c) Fuel and lubricants intended for aircraft employed in international traffic by the designated airline of the other Contracting Party, even though such supplies be consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken on board.

The stores referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

Regular equipment, supplies and stores on board the aircraft of one Contracting Party may not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that territory. When so unloaded, 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 V

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