

No. 8645

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
ARGENTINA**

Agreement for air services between and beyond their respective territories (with annex). Signed at London, on 12 January 1965

Official texts: English and Spanish.

Registered by the United Kingdom of Great Britain and Northern Ireland on 15 June 1967.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
ARGENTINE**

Accord relatif aux services aériens entre les territoires des deux pays et au-delà (avec annexe). Signé à Londres, le 12 janvier 1965

Textes officiels anglais et espagnol.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 15 juin 1967.

No. 8645. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT LONDON, ON 12 JANUARY 1965

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Argentine Republic;

Being parties to the Convention on International Civil Aviation concluded at Chicago on December 7th, 1944;²

Desiring to conclude an Agreement, supplementary to the said Convention;

Considering that air transport promotes a closer contact between nations through rapid communications, and that the establishment of safe, orderly and economical air transport and the promotion of international co-operation in this field are desirable;

Desiring to regulate the air services between and beyond their respective territories;

Have agreed as follows :

Article I

For the purposes of this Agreement, and provided the text does not specify otherwise :

(a) “ aeronautical authorities ”, with reference to the United Kingdom, shall mean the Minister of Aviation and any person or body authorised to perform any functions at present exercised by the said Minister or similar functions and, with reference to the Argentine Republic, the Secretary of State for Aeronautics, or any agency authorised for the performance of the functions exercised at present thereby;

(b) “ designated airline ” shall mean any air transport enterprise that one of the Contracting Parties may select to operate the agreed air services, designation of which, in accordance with Article 3, shall be notified in writing to the aeronautical authorities of the other party;

¹ Came into force on 7 October 1966, the date of the exchange of the instruments of ratification at Buenos Aires, in accordance with article 17.

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, and Vol. 514, p. 209.

(c) "territory", "air service", "international air service" and "stop for non-traffic purposes", shall have the meanings respectively assigned to them in Articles 2 and 96 of the Convention on International Civil Aviation opened for signature at Chicago on December 7th, 1944;

(d) "route" shall mean the pre-established itinerary which is to be observed by an aircraft assigned to a regular air service, for the public transport of passengers, cargo and mail;

(e) "local and regional services" shall mean, for the United Kingdom, those services which begin in United Kingdom territory and end in the territory of another European State on the routes shown in the Annex to this Agreement and, for the Argentine Republic, those services which begin in Argentine territory and end in the territory of a bordering State on the routes shown in the Annex to this Agreement.

Article 2

(1) The Contracting Parties grant to each other the rights described in this Agreement, for the purpose of establishing the agreed international air services.

(2) The routes on which the designated airlines of both Contracting Parties may operate international air services are specified in the Schedules of routes which appear in the Annex to the present Agreement.

(3) For the purpose of operating the international air services by the designated airlines on the routes established as in paragraph (2), each Contracting Party grants to the other Contracting Party :

- (a) the right to fly over its territory without landing therein, and
- (b) the right to land in its territory for non-traffic purposes.

(4) In addition, each Contracting Party grants to the other Contracting Party the right, subject to the provisions of Article 9, to take on board and land passengers, cargo and mail, at the points indicated in the Schedule of routes annexed to the present Agreement.

Article 3

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the routes specified in the Annex to this Agreement.

(2) International air services may be initiated forthwith on any of the routes specified in the Annex to this Agreement provided that :

- (a) the Contracting Party to which the rights specified in paragraphs (3) and (4) of Article 2 have been granted, has designated one or more airlines;

- (b) the Contracting Party granting the said rights has authorised the designated airline or airlines to initiate the international air service;
- (c) a tariff has been established in accordance with the provisions of Article 10 of the present Agreement and is in force in respect of that service.

(3) The Contracting Party granting the said rights shall authorise forthwith the operation of the international air services, subject to the provisions of paragraph (1) of Article 4, and without prejudice to the right of each of the Parties to verify the qualifications of the designated airlines, in accordance with its laws and other national regulations normally and reasonably applicable in conformity with the provisions of the Convention on International Civil Aviation to the granting of such authorisation.

Article 4

(1) Each Contracting Party reserves the right to refuse to grant the operating authorisation referred to in paragraph (3) of Article 3 in any case where it is not satisfied that substantial ownership and effective control of the airline concerned are vested in the Contracting Party designating the airline or in the nationals of such Contracting Party.

(2) Each Contracting Party also reserves the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement—

- (a) in any case where it is not satisfied that substantial ownership and effective control of the airline concerned are vested in the Contracting Party designating the airline or in nationals of such Contracting Party; or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights; or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

(3) Unless immediate revocation or suspension is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

Each of the Contracting Parties has the right to replace an airline which it has designated, by notification in writing to the other party, subject to the provisions of Article 3. In respect of this Agreement the new designated airline shall have the same rights and will be subject to the same obligations as the airline it replaces.

Article 6

In order to avoid discrimination and to observe the principle of equal treatment, the Contracting Parties shall ensure that—

(a) the charges that each of the Contracting Parties imposes or permits for the use of airports or other navigation facilities by the designated airline or airlines of the other Contracting Party shall not exceed those paid for the use of such airports or other navigation facilities by the national airline or airlines operating similar international services. The charges that each of the Contracting Parties imposes or permits for the use of other airport facilities shall be on the same conditions as those paid for the use of similar facilities by the national airline or airlines operating similar international services;

(b) fuel, lubricating oils, spare parts and regular equipment assigned to exclusive use by the aircraft used by the designated airline or airlines of one of the Contracting Parties, or brought into the territory of the other Contracting Party by such airline or airlines on their own account, or placed on board in the said territory for use by aircraft of the said airline or airlines, shall receive from the last mentioned Contracting Party treatment equal to that which it applies to its national aircraft or to any other foreign airline, whichever is the more favourable, with respect to customs duties, inspection fees or other fiscal charges on the aircraft assigned to similar international services. In the event of one of the Contracting Parties imposing customs duties and other fiscal charges on the above mentioned goods in respect of the designated airline or airlines of the other Contracting Party, the latter shall have the right to impose the same charges with respect to such goods;

(c) the aircraft of one of the Contracting Parties operated on the agreed services, as well as fuel, lubricating oils, spare parts, regular equipment and shipboard supplies (including food, beverages and tobacco), remaining on the said aircraft under customs surveillance shall be exempt from customs duties, inspection fees and all other fiscal charges in the territory of the other Contracting Party, even when the said supplies are employed or consumed during the flights made over the said territory;

(d) spare parts and equipment imported into the territory of each of the Contracting Parties for installation or use in the aircraft of their designated airlines shall enter duty-free, though subject to the application of the regulations of the Contracting Party into whose territory they are imported, which may require such goods to remain under customs surveillance;

(e) the materials specified under sub-paragraphs (c) and (d) above, subject to the exemption provided for in the said regulations, may not be unloaded from the aircraft of one of the Contracting Parties without the approval of the customs