

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

Agreement for Air Services traversing British and Portuguese Territories (with Annex and Exchange of Notes). Signed at Lisbon, on 6 December 1945

Came into force on 16 August 1946, by signature and exchange of ratifications.

English and Portuguese official texts communicated by the Permanent United Kingdom Representative to the United Nations. The registration took place on 30 July 1947.

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

Accord relatif aux services de transports aériens traversant les territoires britannique et portugais (avec annexe et échange de notes). Signé à Lisbonne, le 6 décembre 1945

Entré en vigueur le 16 août 1946 par signature, et échange de ratifications.

Textes officiels anglais et portugais communiqués par le représentant permanent du Royaume-Uni auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 30 juillet 1947.

No. 65. AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM AND THE GOVERNMENT OF PORTUGAL FOR AIR SERVICES TRAVERSING BRITISH AND PORTUGUESE TERRITORIES. SIGNED AT LISBON, ON 6 DECEMBER 1945

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Portugal,

Desiring to conclude an Agreement for the purpose of establishing certain air services as soon as possible to, in or over British and Portuguese territories,

Have accordingly appointed plenipotentiaries for this purpose, who, being duly authorised to this effect, have agreed as follows:—

Article 1

Each contracting party grants to the other contracting party the rights specified in the Annex to this Agreement for the purpose of the establishment of the air services therein described (hereinafter referred to as the "agreed services"). The agreed services may be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

Article 2

(1) Each of the agreed services may be put into operation as soon as the contracting party to whom the rights have been granted has designated an airline or airlines for the specified route or routes and the contracting party granting the rights shall, subject to the provisions of paragraph 2 of this Article and of Article 6, be bound to grant without delay the appropriate operating permission to the airline(s) concerned.

(2) The airline or airlines designated may be required to satisfy the competent aeronautical authorities of the contracting party granting the rights that it (they) is (are) qualified to fulfil the conditions prescribed under the laws and regulations normally applied by these authorities to the operations of commercial airlines.

Article 3

(1) The charges which either of the contracting parties may impose, or permit to be imposed, on the designated airline(s) of the other contracting party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(2) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one contracting party by, or on behalf of, the other contracting party or its designated airline(s) and intended solely for use by the aircraft of the other contracting party shall be accorded, with respect to customs duties, inspection fees or other charges imposed by the former contracting party, treatment not less favourable than that granted to national airlines engaged in international transport or the airline of the most favoured nation.

(3) Aircraft operated on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline(s) of one contracting party shall be exempt in the territory of the other contracting party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

Article 4

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. Each contracting party reserves the right, however, to refuse to recognise, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another State.

Article 5

(1) The laws and regulations of one contracting party relating to entry into or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the designated airline(s) of the other contracting party.

(2) The laws and regulations of one contracting party relating to the entry into or departure from its territory of passengers, crew, or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew or cargo of the aircraft of the designated airline(s) of the other contracting party while in the territory of the first contracting party.

Article 6

Each contracting party reserves the right to withhold or revoke the rights specified in the Annex to this Agreement in any case in which it is not satisfied

that substantial ownership and effective control of the designated airline(s) of the other contracting party are vested in nationals of either contracting party, or in case of failure by the designated airline(s) to comply with its laws and regulations as referred to in Article 5, or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement.

Article 7

This Agreement shall be registered with the Provisional International Civil Aviation Organisation set up by the Interim Agreement on International Civil Aviation signed at Chicago on the 7th December, 1944.¹

Article 8

If either of the contracting parties considers it desirable to modify any provision or provisions of the Annex to this Agreement, such modification may be made by direct agreement between the competent aeronautical authorities of the contracting parties.

Article 9

Any dispute between the contracting parties relating to the interpretation or application of this Agreement or of the Annex thereto shall be referred for decision to the Interim Council in accordance with the provisions of Article III, Section 6(8) of the Interim Agreement on International Civil Aviation signed at Chicago on the 7th December, 1944, unless the contracting parties agree to settle the dispute by reference to an Arbitral Tribunal appointed by agreement between the contracting parties, or to some other person or body. The contracting parties undertake to comply with the decision given.

Article 10

If a general multilateral air Convention which is accepted by both contracting parties comes into force the present Agreement shall be amended so as to conform with the provisions of the said Convention.

Article 11

Either contracting party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the Provisional International Civil Aviation Organisation. If such notice is given, this Agreement shall terminate twelve months after the date of

¹ Great Britain "Miscellaneous No. 6 (1945)," Cmd. 6614.

receipt of the notice by the other contracting party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment of receipt by the other contracting party notice shall be deemed to have been received fourteen days after the receipt of the notice by the Provisional International Civil Aviation Organisation.

Article 12

The instruments of ratification shall be exchanged in London as soon as possible. Pending ratification this Agreement shall be provisionally put into force, and shall enter into force definitively on the exchange of ratifications.

IN WITNESS THEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

For the Government of the United Kingdom of Great Britain and
Northern Ireland:

(L.S.) Ivor THOMAS

For the Government of Portugal:

(L.S.) A. de O. SALAZAR

DONE this Sixth day of December, Nineteen hundred and forty-five in duplicate at Lisbon in the Portuguese and English languages, both texts being equally authentic.

A N N E X

The airlines designated by the Government of the United Kingdom for the purpose of the operation of air services on the routes specified in Schedule I to this Annex shall be British Overseas Airways Corporation and such other airlines as may be notified by the Government of the United Kingdom.

2. The airline(s) designated by the Government of Portugal for the purpose of the operation of air services on the route(s) specified in Schedule II to this Annex shall be an airline (airlines) to be notified by the Government of Portugal.

3. For the purposes of operating air services on the routes specified in Schedule I, the designated British airlines referred to in paragraph 1 above shall be accorded in Portuguese territory rights of transit, of non-traffic stops and of commercial entry and