



Treaty Series No. 33 (1979)

Agreement ✓

between the Government of the
United Kingdom of Great Britain and Northern Ireland
on behalf of the Government of the State of Brunei
and the Government of the Republic of Singapore
for Air Services between and beyond
the State of Brunei and the
Republic of Singapore

London, 13 December 1978

[The Agreement entered into force on 13 December 1978]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
April 1979*

LONDON

HER MAJESTY'S STATIONERY OFFICE

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AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND ON BEHALF OF
THE GOVERNMENT OF THE STATE OF BRUNEI AND THE
GOVERNMENT OF THE REPUBLIC OF SINGAPORE FOR AIR
SERVICES BETWEEN AND BEYOND THE STATE OF BRUNEI
AND THE REPUBLIC OF SINGAPORE

The Government of the United Kingdom of Great Britain and Northern Ireland, after consultation and agreement with the Government of the State of Brunei, and the Government of the Republic of Singapore;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944⁽¹⁾;

Noting that the Government of the United Kingdom are responsible for conducting the external affairs of the State of Brunei;

Desiring to conclude an Agreement, subject to the said Convention, for the purpose of establishing air services between and beyond the State of Brunei and the Republic of Singapore;

Have agreed as follows:

ARTICLE 1

For the purpose of the present Agreement, unless the context otherwise requires:

- (a) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as these Annexes and amendments have become effective for or been ratified by both Contracting Parties;
- (b) the term "aeronautical authorities" means, in the case of the United Kingdom, the Secretary of State for Trade and any person or body authorised to perform any functions at present exercisable by him or similar functions; and, in the case of the Republic of Singapore, the Minister for Communications and any person or body authorised to perform any functions at present exercisable by him or similar functions;
- (c) the term "airline designated" means an airline which has been designated and authorized in accordance with Article 3 of the present Agreement;
- (d) the term "territory" means in relation to the Government of the United Kingdom the land areas and territorial waters adjacent thereto of the State of Brunei, and in relation to the Government of the Republic of Singapore the land areas and territorial waters adjacent thereto of the Republic of Singapore; and

(1) Treaty Series No. 8 (1953), Cmd. 8742.

- (e) the terms "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.

ARTICLE 2

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate Section of the Schedule annexed to the present Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes; and
- (c) to make stops in the said territory, subject to any restriction specified in the Schedule to the present Agreement, at the points specified for that route in the Schedule for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

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 specified routes.

(2) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisations.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

(4) Each Contracting Party shall have the right to refuse to grant the operating authorisations 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 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the State of Brunei, the Sultan of Brunei or in Brunei nationals or in the State of Singapore or its nationals as the case may be and in determining that question regard may be had to the operation by the airline of aircraft it has leased from a foreign lessor on terms giving effective control to the lessor.

(5) When an airline has been so designated and authorised it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 8 of the present Agreement is in force in respect of that service.

ARTICLE 4

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in accordance with paragraph (4) of Article 3; or
- (b) in the case of failure by that airline to comply with the laws or regulations in force in the territory 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.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article 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

(1) Aircraft operated on international services by the airlines designated by either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

(2) There shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed:

- (a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the airlines designated by the other Contracting Party;
- (c) fuel and lubricants destined to supply outbound aircraft operated on international services by the airlines designated by the other

Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

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

ARTICLE 6

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of the airlines designated by either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

ARTICLE 7

(1) There shall be fair and equal opportunity for the airlines designated by both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services, the airlines designated by each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

(3) The agreed services provided by the airlines designated by the Contracting Parties 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, cargo and mail originating from or destined for the territory of the Contracting Party which had designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at 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 service passes, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

ARTICLE 8

(1) For the purpose of the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers and cargo and the

conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.

(2) The tariffs to be charged by the airlines designated by one Contracting Party for the carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, and the tariffs of other airlines.

(3) The tariffs referred to in paragraph (2) of this Article shall, if possible, be agreed by the airlines concerned designated by both Contracting Parties, after consultation with the other airlines operating over the whole or part of the route, and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.

(4) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least ninety (90) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

(5) This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph (4) of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (4), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

(6) If a tariff cannot be agreed in accordance with paragraph (3) of this Article, or if, during the period applicable in accordance with paragraph (5) of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of a tariff agreed in accordance with the provisions of paragraph (3), the aeronautical authorities of the two Contracting Parties shall, after consultation with the aeronautical authorities of any other State whose advice they consider useful, endeavour to determine the tariff by mutual agreement.

(7) If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph (4) of this Article, or on the determination of any tariff under paragraph (6) of this Article, the dispute shall be settled in accordance with the provisions of Article 12 of the present Agreement.

(8) A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it otherwise would have expired.

ARTICLE 9

The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such

periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the airlines designated by the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 10

The airlines designated by each Contracting Party shall be granted the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by those airlines in the territory of the other Contracting Party in connection with the carriage of passengers, mail and cargo.

ARTICLE 11

(1) In a spirit of close co-operation, 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 the present Agreement and the Schedule annexed thereto and shall consult when necessary to provide for modification thereof.

(2) Either Contracting Party may request consultation, which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Contracting Parties agreed to an extension of this period.

ARTICLE 12

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present 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, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the president of the Council of the International Civil Aviation Organization may at the request of either Contracting Party appoint an

arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

(3) The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.

ARTICLE 13

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement including the Schedule annexed thereto such modification, if agreed between the Contracting Parties and if necessary after consultation in accordance with Article 11 of the present Agreement, shall come into effect when confirmed by an Exchange of Notes through the diplomatic channel.

ARTICLE 14

The present Agreement and its Schedule shall be amended by an Exchange of Notes between the Contracting Parties so as to conform with any multilateral Convention or Agreement which may become binding on the Contracting Parties.

ARTICLE 15

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of 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 (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 16

The present Agreement and any Exchange of Notes in accordance with the provisions of this Agreement shall be registered with the International Civil Aviation Organization.

ARTICLE 17

The present Agreement shall enter into force on the date of signature.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

Done in duplicate at London this 13th day of December 1978.

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

GORONWY-ROBERTS OF
CAERNARVON & OGWEN

For the Government of the Republic
of Singapore:

JEK YEUN THONG

SCHEDULE

SECTION I

Routes to be operated by the airline or airlines designated by the United Kingdom:

<i>Column 1</i> <i>Points of</i> <i>Departure</i>	<i>Column 2</i> <i>Intermediate</i> <i>Points</i>	<i>Column 3</i> <i>Points in</i> <i>Singapore</i>	<i>Column 4</i> <i>Points</i> <i>Beyond</i>
Brunei	Nil	Singapore	Nil

SECTION II

Routes to be operated by the airline or airlines designated by the Republic of Singapore:

<i>Column 1</i> <i>Points of</i> <i>Departure</i>	<i>Column 2</i> <i>Intermediate</i> <i>Points</i>	<i>Column 3</i> <i>Points in</i> <i>the State</i> <i>of Brunei</i>	<i>Column 4</i> <i>Points</i> <i>Beyond</i>
Singapore	Nil	Brunei	Manila Kaoshiung Taipeh Osaka Tokyo Seoul Anchorage Seattle Vancouver Guam Honolulu San Francisco Los Angeles

Notes: The airline or airlines designated by the Republic of Singapore may, on any or all flights, omit calling at any of the above points, provided that the agreed services on the routes begin at a point in Singapore territory.

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