



Treaty Series No. 86 (1978)

Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the People's Republic of
Bangladesh
for Air Services between and beyond
their Respective Territories

London, 5 July 1978

[The Agreement entered into force on 5 July 1978]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
September 1978*

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AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
FOR AIR SERVICES BETWEEN AND BEYOND THEIR
RESPECTIVE TERRITORIES

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the People's Republic of Bangladesh, (hereinafter called the "Contracting Parties");

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

Desiring to encourage the development of air transport between the United Kingdom and Bangladesh;

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing and operating air services between and beyond their respective territories;

Have agreed as follows :

ARTICLE 1

Definitions

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

- (a) the term "Agreement" shall mean this Agreement, the Annex attached thereto, and any amendments thereto;
- (b) the term "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 those Annexes and amendments have become effective for or been ratified by, as the case may be, both Contracting Parties;
- (c) 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 a particular function to which this Agreement relates; and, in the case of the People's Republic of Bangladesh, the Director General of Civil Aviation and any person or body authorised to perform a particular function to which this Agreement relates;
- (d) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;

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

(e) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

(f) 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

Applicability of Chicago Convention

In the interpretation and application of this Agreement regard shall be paid to the provisions of the Convention insofar as those provisions are applicable.

ARTICLE 3

Grant of Rights

(1) Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services:

(a) the right to fly across its territory without landing;

(b) the right to make stops in its territory for non-traffic purposes.

(2) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate Section of the Schedule annexed to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route the airlines designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Schedule to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo including mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

ARTICLE 4

Designation of Airlines

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline 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 so designated the appropriate operating authorisation.

(3) The aeronautical authorities of one Contracting Party may require the 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 authorisation referred to in paragraph (2) of this Article or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 3 of this 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 Contracting Party designating the airline or in its nationals.

(5) When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that tariffs established in accordance with the provisions of Article 7 of this Agreement are in force in respect of these services.

ARTICLE 5

Revocation or Suspension of Operating Authorisations

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 3 of this Agreement by the 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 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 this 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 6

Exemption from Charges on Equipment, Fuel, Stores, etc.

(1) Aircraft operated on international air services by the designated airline of 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, supplies and stores 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. Equipment, supplies and stores so exempted may be unloaded only with the approval of the customs authorities of that territory. These goods may be placed under the supervision of the customs authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

(2) There shall also be exempt from the duties, fees and charges referred to in paragraph (1) of this Article 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 that territory and for use on board outbound aircraft engaged in an international air service of the designated airline 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 air services by the designated airline of the other Contracting Party;
- (c) fuel and lubricants supplied in the territory of a Contracting Party for use in an aircraft engaged in an international air service of the designated airline of the other Contracting Party including that part of the international 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) of this paragraph may be required to be kept under customs supervision or control.

ARTICLE 7

Tariffs

(1) In the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and 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 designated airline of one Contracting Party for 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, difference of characteristics of service and the tariffs of other airlines.

(3) The tariffs referred to in paragraph (2) of this Article shall be agreed by the designated airlines concerned of both Contracting Parties, failing which the provisions of paragraph (5) of this Article shall apply.

(4) The tariffs agreed by the designated airlines shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of receipt of the said tariffs, these tariffs shall be considered as approved.

(5) In the event that tariffs are not agreed in accordance with paragraph (3) of this Article, or that the aeronautical authorities of either Contracting Party during the period applicable under paragraph (4) disapprove of the tariffs agreed under paragraph (3) hereof, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariffs by mutual agreement. Should the aeronautical authorities of the Contracting Parties fail to reach such agreement, the dispute shall be dealt with in accordance with the provisions of Article 15 of this Agreement.

(6) 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 would otherwise have expired, unless renewed by the aeronautical authorities of the Contracting Parties.

ARTICLE 8

Principles Governing Operation of Agreed Services

(1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes:

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

(3) The agreed services provided by the designated airlines of 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 for the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken

on board and discharged 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 air transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

(4) In accordance with the above principles, the capacity shall, if possible, be agreed between the airlines, subject to the approval of the aeronautical authorities. If the airlines cannot agree these matters shall be referred to the aeronautical authorities.

ARTICLE 9

Transfer of Earnings

Each Contracting Party grants to the designated airline of the other Contracting Party the right to transfer promptly the excess of its receipts in its territory over its expenditure therein. These transfers shall continue to be effected with reasonable despatch on the basis of the official exchange rates for current payments, the designated airline continuing to fulfil the exchange control formalities of the Contracting Party concerned.

ARTICLE 10

Submission of Schedules

The designated airline of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, as long in advance as practicable prior to the inauguration of the agreed services, information relating to the type of service, the type of aircraft to be used, the flight schedules and all other relevant information concerning the operation of the agreed services. The provisions of this Article shall likewise apply to any changes concerning the agreed services.

ARTICLE 11

Provision of Statistics

The aeronautical authorities of the 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 designated airline of the Contracting Party referred to first in this Article.

ARTICLE 12

Airline Representation

The designated airline of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain on the territory of the other Contracting Party those of its own managerial, technical and other specialist staff who are required for the provision of air services.

ARTICLE 13

Consultation

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 this Agreement.

ARTICLE 14

Amendment

(1) Either Contracting Party may at any time request consultation on any matter concerning the interpretation, application or modification of this Agreement.

(2) Such consultation which may be by discussion or correspondence shall begin at the latest within sixty (60) days of the date of receipt of the request unless both Contracting Parties agree to an extension of this period.

(3) Any modifications which it may be decided to make to this Agreement shall come into effect after confirmation by an Exchange of Notes through the diplomatic channel.

ARTICLE 15

Settlement of Disputes

(1) If any dispute arises relating to the interpretation or application of this Agreement, the aeronautical authorities of the Contracting Parties shall endeavour to settle it by negotiation between themselves, failing which the dispute shall be referred to the Contracting Parties for settlement.

(2) The Contracting Parties shall endeavour to settle amicably any dispute referred to them by the aeronautical authorities.

(3) 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, or the dispute may 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 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 or if he is prevented from acting or is a national of either of the Contracting Parties, the most senior Vice-President who is not disqualified on either of these grounds, may be requested by either Contracting Party to 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. The decision of the arbitral tribunal shall be final and binding upon the Contracting Parties.

ARTICLE 16

Termination

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this 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 acknowledgement of receipt of the notice 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 17

Entry into Force

This Agreement shall come into force on the date it is signed.

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

Done in duplicate at London this 5th day of July 1978, in the English language.

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

EVAN LUARD

For the Government of the People's Republic of Bangladesh:

A R S DOHA

ANNEX
SCHEDULE

SECTION 1

Route to be operated by the designated airline of the United Kingdom:
London–Intermediate points–Dacca–Points beyond except those in China,
Japan and U.S.A.

Notes:

- (1) In both directions.
- (2) The uplift and discharge of traffic at Dacca shall be restricted to traffic to and from London. Other traffic rights may be agreed between designated airlines and approved by the aeronautical authorities from time to time.
- (3) Any point or points may be omitted on any or all flights provided that services begin at London.

SECTION 2

Route to be operated by the designated airline of Bangladesh:
Dacca–Intermediate points–London–Points beyond to be agreed.

Notes:

- (1) In both directions.
- (2) The uplift and discharge of traffic at London shall be restricted to traffic to and from Dacca. Other traffic rights may be agreed between the designated airlines and approved by the aeronautical authorities from time to time.
- (3) Any point or points may be omitted on any or all flights provided that services begin at Dacca.