

No. 14942

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

**Agreement for air services between and beyond their
respective territories (with schedule). Signed at London
on 24 September 1975**

Authentic texts: English and Hebrew.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 27 July 1976.*

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

**Accord relatif aux services aériens entre leurs territoires
respectifs et au-delà (avec tableau). Signé à Londres le
24 septembre 1975**

Textes authentiques : anglais et hébreu.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 27 juillet 1976.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF ISRAEL 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 Israel;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;²

Desiring to conclude a new Agreement replacing that which was signed on December 6th, 1950,³ for the purpose of continuing the air services between and beyond United Kingdom and Israel territories;

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 those 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 a particular function to which this Agreement relates and, in the case of Israel, the Minister of Transport and any person or body authorised to perform a particular function to which this Agreement relates;

(c) The term “designated airline” means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 4 of the present Agreement, for the operation of air services on the routes specified in such notification;

(d) The term “change of gauge” means the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section;

(e) The term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State; and

(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.

¹ Came into force on 24 September 1975 by signature, in accordance with article 15.

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; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217, and vol. 1008, p. 213.

³ *Ibid.*, vol. 151, p. 33.

Article 2. The provisions of this Agreement shall be subject to the provisions of the Convention ratified by both Contracting Parties insofar as those provisions are applicable to international air services.

Article 3. (1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing international air services on the routes specified in the appropriate Section of the Schedule thereto (hereinafter called "the agreed services" and "the specified routes").

(2) Subject to the provisions of the present Agreement, 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 at the points specified for that route in the Schedule to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for other points so specified.

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

Article 4. (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 the designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline designated the appropriate operating authorisation.

(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 by them, in a manner not inconsistent with the provisions of the Convention, to the operation of international commercial air services.

(4) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in paragraph (2) of Article 3 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights 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 the Contracting Party designating the airline.

(5) Subject to the provisions of Article 8 of the present Agreement, at any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services.

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the rights specified in paragraph (2) of Article 3 of the present

Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article 5. (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 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 air 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 air services by the designated airline of the other Contracting Party;
- (c) fuels and lubricants destined to supply aircraft operated on international air services by the designated airline of either Contracting Party even if those supplies have been taken on board in the territory of the other Contracting Party and are to be used on the part of the journey performed over the territory of the Contracting Party in which they were 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.

(3) The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of 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 6. (1) The designated airlines of the Contracting Parties shall have a fair and equal opportunity to operate the agreed services covered by this Agreement.

(2) The total maximum seating capacity which may be provided by the designated airlines on the agreed services on the specified routes shall be such as shall be agreed from time to time between the aeronautical authorities of the Contracting Parties. Such capacity shall be shared equally between the designated airline of the United Kingdom on the one hand and the designated airline of Israel on the other.

Article 7. A designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions:

- (a) that it is justified by reason of economy of operation;
- (b) that the aircraft used on the section on which less traffic is carried by the airline to and from the territory of the first Contracting Party are smaller in capacity than those used on the other section;
- (c) that the aircraft of smaller capacity shall operate only in connexion with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- (d) that there is an adequate volume of through traffic; and
- (e) that the provisions of Article 6 of the present Agreement shall govern all arrangements made with regard to change of gauge.

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 which shall be governed by any regulations agreed within the appropriate inter-Governmental agencies.

(2) The tariffs to be applied by a 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 and the tariffs of other airlines on the same routes.

(3) The tariffs referred to in paragraph (2) of this Article shall be agreed upon between the designated airlines of the Contracting Parties, in consultation with other airlines operating over the whole or part of the route, using where possible the traffic conference procedure of the International Air Transport Association.

(4) The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least forty-five days before the proposed date of their introduction; in special cases, a shorter period may be accepted by the aeronautical authorities.

(5) If a tariff cannot be established in accordance with the provisions of paragraph (3) of this Article, or if during the first twenty-five days of the forty-five days’ period referred to in paragraph (4) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff submitted in accordance therewith, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(6) If the aeronautical authorities cannot agree upon such tariffs the dispute shall be settled in accordance with the provision of Article 11 of this Agreement.

(7) No tariff shall come into force unless it has been approved or accepted by the aeronautical authorities of both Contracting Parties.

(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 months after the date on which it would otherwise have expired.

Article 9. The aeronautical authorities of either 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 keeping under review the implementation of the Agreement and in particular the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by the airline on the agreed services and the origins and destinations of such traffic.

Article 10. There shall be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

Article 11. (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 between themselves.

(2) If the Contracting Parties fail to reach a settlement by negotiation, the dispute shall be submitted for a decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Contracting Party to the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within one month after such period of two months. If either Contracting Party fails to designate its arbitrator or if the third arbitrator is not agreed, the vacancies thereby created shall be filled by persons designated by the President of the Council of the International Civil Aviation Organization on application by either Contracting Party.

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

(4) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of that Contracting Party or to the designated airline in default.

Article 12. (1) If either of the Contracting Parties considers it desirable to modify the terms of the present Agreement, it may request consultation between the two Contracting Parties. Such consultation shall begin within a period of sixty days from the date of the request. When the Contracting Parties agree to modifications of the Agreement, such modifications shall come into

effect when they have been confirmed by an Exchange of Notes through the diplomatic channel.

(2) In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article 13. Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the present 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 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 14. The present Agreement and any Exchange of Notes in accordance with Article 12 shall be registered with the International Civil Aviation Organization.

Article 15. The present Agreement shall come 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 24th day of September, 1975, corresponding to the 19th day of Tishri, 5736, in the English and Hebrew languages, both texts being equally authentic.

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

DAVID ENNALS

For the Government of Israel:

GIDEON RAFAEL

SCHEDULE

SECTION I

Routes to be operated by the designated airline of the United Kingdom

(1)	(2)	(3)	(4)
1. London	Intermediate points in Western Europe	Ben-Gurion Airport	
2. London	Intermediate points in Western Europe	Ben-Gurion Airport	Teheran Karachi Delhi Bombay Colombo Calcutta Rangoon Bangkok Kuala Lumpur Singapore Indonesia Australia

NOTES:

(1) The designated airline of the UK may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in UK territory.

(2) No traffic rights shall be exercised between Ben-Gurion Airport and points in column (2).

SECTION II

Routes to be operated by the designated airline of Israel

(1)	(2)	(3)	(4)
1. Ben-Gurion Airport	Intermediate points in Western Europe	London	
2. Ben-Gurion Airport	Intermediate points in Western Europe	London	Points in the USA

NOTES:

(1) The designated airline of Israel may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Israel territory.

(2) No traffic rights shall be exercised between London and points in column (2).

(3) Not more than one point in the USA may be served on any one flight.