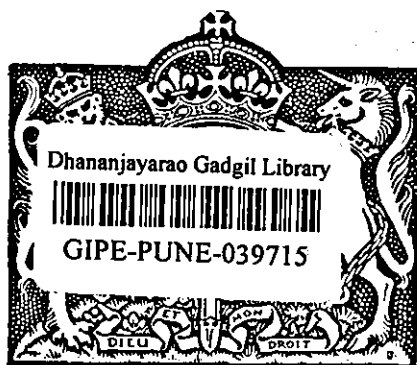


Agreement  
between the Govt. of the U.K.  
and the Govt. of Greece  
for air services  
in  
Europe.



Greece No. 1 (1946)

## AGREEMENT

BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND AND  
THE GOVERNMENT OF GREECE FOR

# AIR SERVICES IN EUROPE

[WITH ANNEX AND EXCHANGE OF NOTES]

ATHENS, 26TH NOVEMBER, 1945

*Presented by the Secretary of State for Foreign Affairs  
to Parliament by Command of His Majesty*

LONDON  
HIS MAJESTY'S STATIONERY OFFICE

TWOPENCE NET

Cmd. 6722

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED  
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND  
THE GOVERNMENT OF GREECE FOR AIR SERVICES IN EUROPE.

Athens, 26th November, 1945.

AGREEMENT FOR AIR SERVICES IN EUROPE.

THE Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Greece,

Desiring to conclude an Agreement for the purpose of establishing direct air communications as soon as possible between the United Kingdom and Greece,

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. Such 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 specified air 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 paragraph (2) of this Article and to Article 6, be bound to grant without delay the appropriate operating permission to the airline or airlines concerned.

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

(b) In areas of military occupation, or in areas affected thereby, the inauguration of the services shall be subject to the approval of the competent military authorities.

ARTICLE 3.

(1) The charges which either of the contracting parties may impose, or permit to be imposed, on the designated airline or airlines 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 and intended solely for use by the latter's aircraft 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 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 or airlines 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 routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognise, for the purpose of flights 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 or airlines 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 or airlines 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 an operating permission in any case in which it is not satisfied that substantial ownership and effective control of the designated airline or airlines of the other contracting party are vested in nationals of either contracting party, or in case of failure by the designated airline or airlines 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 under the Interim Agreement on International Civil Aviation drawn up at the Chicago Conference in December 1944.<sup>(1)</sup>

#### 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 air authorities of both contracting parties.

<sup>(1)</sup> "Miscellaneous No. 6 (1945)," Cmd. 6614.

## 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 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 referring 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 comes into force which is accepted by both contracting parties, 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. If such notice is given, this Agreement shall terminate twelve months after the date of its receipt by the other contracting party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

## ARTICLE 12.

The instruments of ratification shall be exchanged in London as soon as possible. On the exchange of the instruments of ratification this Agreement shall be deemed to have entered into force as from the date of signature.

In witness whereof 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 Greece:—

(L.S.)

J. S. SOFIANOPOULOS.

Done this twenty-sixth day of November nineteen hundred and forty-five in duplicate at Athens in the Greek and English languages both texts being equally authentic.

## ANNEX.

1. The airline designated by the Government of the United Kingdom for the purpose of the operation of the air services on the routes specified in Schedule I attached hereto shall be the British Overseas Airways Corporation or such other corporation as shall be notified by the competent aeronautical authority of the United Kingdom as having succeeded to the rights of the British Overseas Airways Corporation under this agreement.

2. The airline(s) designated by the Government of Greece for the purpose of the operation of the air services on the route(s) specified in Schedule II shall be an airline or airlines to be notified by the competent aeronautical authority of Greece.

3. For the purpose of operating air services on the routes specified in Schedule I, the designated British airline referred to in paragraph 1 above shall be accorded in Greece rights of transit, of non-traffic stops and of commercial entry and departure for international traffic as hereinafter provided, and the use on the said routes of aerodromes and ancillary facilities designated for international traffic.

4. For the purpose of operating air services on the route (or routes) specified in Schedule II attached hereto the designated Greek airline(s) referred to in paragraph 2 above shall be accorded in the United Kingdom rights of transit, of non-traffic stops and of commercial entry and departure for international traffic as hereinafter provided, and the use on the said route (or routes) of aerodromes and ancillary facilities designated for international traffic.

5.—(a) The designated airline of the United Kingdom shall be entitled to set down and pick up at the places in Greece specified in Schedule I traffic embarked in or destined for the United Kingdom.

(b) The designated airline of Greece shall be entitled to set down and pick up at the places in the United Kingdom specified in Schedule II traffic embarked in or destined for Greece.

(c) The capacity to be provided from time to time by the designated airlines of Greece and of the United Kingdom for the conveyance of the traffic referred to in sub-paragraphs (a) and (b) shall be maintained in equilibrium with the traffic offering between Greece and the United Kingdom.

(d) The total capacity will be divided equally between the airlines referred to in paragraphs 1 and 2 above, where they are operating the same or similar routes.

(e) The capacity to be provided at the outset shall be agreed between the competent aeronautical authorities of the contracting parties before the services are inaugurated.

(f) Thereafter the capacity to be provided shall be discussed from time to time between the competent aeronautical authorities of the contracting parties.

(g) The load factor to be adopted for determining the frequency to be operated shall be agreed at the outset between the airlines referred to in paragraphs 1 and 2 above, subject to the approval of the competent aeronautical authorities of the contracting parties.

(h) The load factor initially determined may be reviewed from time to time by the airlines referred to above. Any recommendation for the variation of the load factor shall be submitted to the competent aeronautical authorities of the contracting parties for approval.

(i) On the basis of the figures in force for the time being of the capacity to be operated, the load factor and the payload of the aircraft employed, the frequency of the services to be operated by the airlines referred to in paragraphs 1 and 2 above shall be agreed between them, subject to the approval of the competent aeronautical authorities of the contracting parties before the services start or are changed.

(j) In order to meet unexpected traffic demands of a temporary character the airlines referred to in paragraphs 1 and 2 above may, notwithstanding the provisions of sub-paragraphs (c) and (d) of this paragraph, agree between them such temporary increases of capacity as are necessary to meet the traffic demand. Any such increases should be reported forthwith to the competent aeronautical authorities which may confirm or modify them.

6. In so far as one of the contracting parties may not wish, permanently or temporarily, to operate, in full or in part, the capacity to which it is

entitled under the preceding paragraph, that contracting party may arrange with the other contracting party, under terms and conditions to be agreed between them, for the designated airline(s) of such other contracting party to operate additional capacity so as to maintain the full schedule of services agreed upon between them in accordance with the preceding paragraph. It will, however, be a condition of any such arrangement, that if the first named contracting party should at any time decide to commence to operate or to increase the frequency of its services, within the total capacity to which it is entitled under the preceding paragraph, the airline(s) of the other contracting party will withdraw correspondingly some or all of the additional capacity which it (they) had been operating.

7. If the airline of a contracting party desires to set down and pick up in the territory of the other contracting party traffic embarked in or destined for the territories of third parties and the other contracting party is prepared to consider a claim to carry such traffic, the contracting parties will enter into consultation with the other States concerned in order to determine what adjustments of capacity, if any, should be made at the appropriate stages on the route. The grant of any privileges under this paragraph and any consequential adjustment of capacity should be governed by—

- (a) the capacity determined in accordance with paragraph 5 of this Annex;
- (b) the air transport needs of the territories concerned judged in relation to public convenience and necessity;
- (c) the adequacy of other air transport services in and between the territories concerned, and
- (d) the economy of through airline operations.

The application of this clause to the airlines of the United Kingdom and of Greece respectively shall be as set out in Schedules I and II.

8.—(a) Tariffs to be charged by the air transport undertakings referred to in this Annex shall be agreed in the first instance between them in consultation with other airlines operating on the route or any section thereof. Any tariffs so agreed will be subject to the approval of the contracting parties. In the event of disagreement between the airlines, the contracting parties themselves shall endeavour to reach agreement. Should the contracting parties fail to agree, the matter in dispute will be referred to arbitration, as provided for in Article 9 of this Agreement.

(b) The tariffs to be agreed in accordance with (a) above shall be fixed at reasonable levels, due regard being paid to all relevant factors including economical operation, reasonable profit, differences of characteristics of service (including standards of speed and accommodation) and the tariffs charged by any other operators on the route. Tariffs charged for traffic taken up or put down at points on a route (other than traffic destined for or embarked in the country whose Government has designated the airline) may be higher than the corresponding tariffs for similar traffic carried by local or regional services on the corresponding sector of the route.

9. Wherever in this Agreement the term "airline" is used, it is intended to mean an organisation which is operating air services whether a private enterprise or a State Corporation.

## SCHEDULE I.

### BRITISH ROUTES.

London-Vienna-Belgrade-Athens.

London-Lyons-Marseilles-Genoa-Naples-Athens.

THE above-mentioned routes may be varied by agreement between the competent aeronautical authorities of the contracting parties.

The designated airline of the United Kingdom shall be entitled, subject to the provisions of paragraph 8 (b) of this Annex, to set down or pick up at places in Greece traffic embarked in or destined for places outside Greece on the routes specified in this Schedule provided that the capacity shall not exceed that agreed for the routes in question.

If the Government of Greece grants to any other airline rights more favourable than those accorded in this Schedule to the designated airlines of the United Kingdom, the Government of Greece will immediately grant to the designated airline of the United Kingdom rights not less favourable than those granted to the airlines(s) of the most favoured nation.

## SCHEDULE II.

### GREEK ROUTES.

Two routes between Athens and London to be notified by the competent aeronautical authority of Greece.

THE above-mentioned routes may be varied by agreement between the competent aeronautical authorities of the contracting parties.

The designated airline(s) of Greece shall be entitled, subject to the provisions of paragraph 8 (b) of this Annex, to set down or pick up at places in the United Kingdom traffic embarked in or destined for places outside the United Kingdom on the route(s) specified in this Schedule provided that the capacity shall not exceed that agreed for the route(s) in question.

If the Government of the United Kingdom grants to any other airline rights more favourable than those accorded in this Schedule to the designated airline(s) of Greece, the Government of the United Kingdom will immediately grant to the designated airline(s) of Greece rights not less favourable than those granted to the airline(s) of the most favoured nation.

## EXCHANGE OF NOTES.

### No. 1.

*Mr. Ivor Thomas to M. Sofianopoulos.*

Your Excellency,

26th November, 1945.

IN amplification of the Agreement for Air Services in Europe, signed this day, I understand your Excellency to desire that whenever a civil air service is in operation, under a bilateral or a multilateral agreement, no freight, mail or civilian passengers shall be carried on any military air service unless civil aircraft are incapable of meeting the traffic requirements. I understand your Excellency further to desire that such incapability shall be judged by the competent Greek authorities, subject to arbitration on appeal of the airline concerned to the Council of the Provisional International Civil Aviation Organisation.

I have the honour to declare that these requirements are acceptable to His Majesty's Government in the United Kingdom.

I avail, &c.

(Signed) IVOR THOMAS.



No. 2.

~~SECRET~~  
**3003-04** *M. Sofianopoulos to Mr. Ivor Thomas.*

Sir,

26th November, 1945.

I HAVE the honour to acknowledge receipt of your letter dated this day of which text follows:—

“ In amplification of the Agreement for Air Services in Europe, signed this day, I understand your Excellency to desire that whenever a civil air service is in operation, under a bilateral or a multilateral agreement, no freight, mail or civilian passengers shall be carried on any military air service unless civil aircraft are incapable of meeting the traffic requirements. I understand your Excellency further to desire that such incapability shall be judged by the competent Greek authorities, subject to arbitration on appeal of the airline concerned to the Council of the Provisional International Civil Aviation Organisation.

I have the honour to declare that these requirements are acceptable to His Majesty's Government in the United Kingdom.”

Thanking you for the above communication, I avail, &c.

(Signed) J. S. SOFIANOPOULOS.

No. 3.

*Mr. Ivor Thomas to M. Sofianopoulos.*

Your Excellency,

26th November, 1945.

WITH reference to the Agreement on Air Services in Europe, signed this day, which supersedes the Convention regarding Air Transport Services signed in Athens on the 30th May, 1939,<sup>(2)</sup> I have the honour to inform your Excellency that His Majesty's Government in the United Kingdom desire to give notice of termination of the above-mentioned Agreement of the 30th May, 1939, in accordance with article 23 thereof.

I avail, &c.

(Signed) IVOR THOMAS.

No. 4.

*M. Sofianopoulos to Mr. Ivor Thomas.*

Sir,

26th November, 1945.

I HAVE the honour to acknowledge receipt of your letter dated from to-day, by which you have informed me that, with reference to the Agreement on Air Services in Europe, signed this day, which supersedes the Convention regarding Air Transport Services signed in Athens on the 30th May, 1939, His Majesty's Government in the United Kingdom desire to give notice of termination of the above-mentioned Agreement of the 30th, May, 1939, in accordance with article 23 thereof.

Taking note of the above communication, I avail, &c.

(Signed) J. S. SOFIANOPOULOS.

(<sup>2</sup>) “Treaty Series No. 13 (1940),” Cmd. 6207.