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LIBERIA



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# Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of the Republic of Liberia  
for Air Services between and beyond  
their respective Territories

London, 26 September 1975

[The Agreement entered into force on 20 May 1976]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
August 1976*

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**AGREEMENT**  
**BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF**  
**GREAT BRITAIN AND NORTHERN IRELAND AND THE**  
**GOVERNMENT OF THE REPUBLIC OF LIBERIA 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 Republic of Liberia, (hereinafter referred to as the "Contracting Parties");

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

Desiring to enter into an Agreement, supplementary to the said Convention, for the operation of air services between and beyond their respective territories;

Have agreed as follows:

**ARTICLE I**

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

- (a) the term "aeronautical authorities" means, in the case of the United Kingdom, the Secretary of State for Trade or any person or body authorised to perform a particular function to which the present Agreement relates; and in the case of the Republic of Liberia, the Minister of Commerce, Industry and Transportation, or any person or agency authorised to perform the functions exercised by the said authority;
- (b) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings specifically assigned to them in Article 96 of the Convention;
- (c) the term "capacity" in relation to an aircraft means the number of seats for passengers and space for cargo including mail available on a route or section of a route; and the term "capacity" in relation to a particular air service means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;
- (d) 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;
- (e) the term "designated airline" means an airline which one Contracting Party shall have designated in writing to the other Contracting Party, in accordance with Article II of the present Agreement and which has received appropriate authorisation;

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

- (f) 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;
- (g) the term "tariff" means the prices to be paid for the carriage of passengers and cargo and the conditions under which these prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail.

## ARTICLE II

(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 by virtue of the present Agreement air services on the routes specified in the appropriate section of the Route Schedule to the present Agreement (hereinafter referred to as "the specified routes"). On receipt of the designation of an airline, that other Contracting Party shall, subject to the provisions of paragraph (2) of this Article and of Article VIII of the present Agreement, without delay grant to that airline the appropriate operating authorisation.

(2) Before granting the authorisation referred to in paragraph (1) of this Article, 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 in conformity with the provisions of the Convention.

(3) At any time after the provisions of paragraph (1) of this Article have been complied with, an airline as designated and authorised may begin to operate the agreed services.

## ARTICLE III

(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 between their respective territories.

(2) In operating the agreed services, the designated airlines of 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 designated airlines of both 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 the current and reasonably expected requirements for the carriage of passengers, cargo and mail coming from or destined for the territory of the other Contracting Party designating the airline. The right of the designated airlines of either Contracting Party, while operating the said services, to take up or set down at points on the specified routes in the territory of the other Contracting Party, such traffic destined for or

coming from third countries shall be exercised in conformity with the general principles of orderly development to which the Contracting Parties subscribe and subject to the condition that capacity should be related to:

- (a) the requirements of traffic destined for or coming from the territory of the Contracting Party which has designated the airline;
- (b) the traffic requirements of the area through which the airline passes, local and regional services being taken into account; and
- (c) the requirements of through airline operation.

(4) The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistical data as may be reasonably required for the purpose of reviewing the capacity provided by any designated airline of the first Contracting Party on the agreed services. Such data shall include all information required to determine the amount of traffic carried and the origins and destinations of such traffic.

#### ARTICLE IV

(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 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 this Agreement. 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 airlines 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 V

The designated airlines shall communicate to the aeronautical authorities of both Contracting Parties not later than thirty (30) days prior to the inauguration of air services on the specified routes the type of service, the type of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

## ARTICLE VI

(1) In fixing the tariffs to be charged by the designated airlines of the Contracting Parties on the specified routes, account shall be taken of all factors, including cost of operation, reasonable profit, the characteristics of the various routes and the rates charged by any other airline which operates over the same routes or parts thereof.

(2) The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed upon for each route between the designated airlines concerned of both Contracting Parties. For this purpose the designated airlines should be guided by such decisions as are applicable under the Traffic Conference Procedures of the International Air Transport Association (IATA), or should, if possible, agree on such rules directly between themselves after consulting with airlines of third countries which operate over the same routes or parts thereof.

(3) The tariffs so agreed upon shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least ninety (90) days prior to the proposed date of their introduction. This period may be reduced in special cases if the aeronautical authorities so agree.

(4) 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 (3) 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 (3), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

(5) If no agreement has been reached between the designated airlines in accordance with paragraph (2) of this Article, or if during the period applicable in accordance with paragraph (3) of this Article one aeronautical authority gives the other aeronautical authority notice of its disapproval of a tariff agreed in accordance with paragraph (2) of this Article, the aeronautical authorities shall in common accord endeavour to fix the tariffs for routes or parts thereof on which there is disagreement or lack of consent.

(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.

## ARTICLE VII

(1) Aircraft operated on international services by the designated airlines of either Contracting Party and entering, departing from or flying across the territory of the other Contracting Party, as well as fuel, lubricants, spare parts, regular equipment and aircraft stores (including food, tobacco, and beverages, both alcoholic and non-alcoholic) on board such aircraft, shall be exempt from all customs duties, inspection fees and other similar charges

levied on the occasion of importation, exportation or transit of goods, 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) Aircraft stores, spare parts and regular equipment temporarily brought into the territory of either Contracting Party, there to be immediately or after storage installed in or otherwise taken on board an aircraft of a designated airline of the other Contracting Party engaged on an international air service or to be otherwise exported again from the territory of the first Contracting Party, shall be exempt from the duties, fees and other charges mentioned in paragraph (1) of this Article.

(3) Fuel and lubricants taken on board an aircraft of a designated airline of either Contracting Party in the territory of the other Contracting Party engaged on an international air service in the territory of the other Contracting Party and used on an inward flight until that flight is completed, or on an outward flight from the time that flight commences or on a through-transitting flight, notwithstanding that on all such flights aircraft may make intermediate landings in that territory, shall be exempt from the duties, fees and other charges mentioned in paragraph (1) of this Article.

(4) Aircraft stores (including food, tobacco, and beverages, both alcoholic and non-alcoholic) taken on board an aircraft of a designated airline of either Contracting Party engaged on an international air service in the territory of the other Contracting Party, within limits fixed by the authorities in the said territory in accordance with the appropriate Customs regulations, shall be exempt from the same duties, fees and charges mentioned in paragraph (1) of this Article.

(5) The goods exempted from duties, fees and other charges as provided for in this Article may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. If unloaded, they shall be placed under such supervision as the Customs regulations of the territory in which the goods are unloaded may require up to such time as they are required for use by an aircraft of a designated airline engaged on an international air service or are re-exported or otherwise disposed of in accordance with Customs regulations.

#### ARTICLE VIII

(1) Each Contracting Party shall have the right to refuse to grant or to revoke an operating authorisation, or suspend the exercise of the rights specified in Article IV or to impose such conditions as it may deem necessary with respect to the exercise of those rights:

- (a) in case it is not satisfied that substantial ownership and effective control of the airline designated by the other Contracting Party is vested in that Contracting Party or its nationals;
- (b) in the case of failure by the airline designated by the other Contracting Party to comply with the laws and regulations of the first Contracting Party;

(c) in case the airline designated by the other Contracting Party 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 rights shall be exercised only after consultation with the other Contracting Party. In the event of action by the first Contracting Party under this Article the rights of the other Contracting Party under Article XIV shall not be prejudiced.

#### ARTICLE IX

Each airline designated by either Contracting Party may establish and maintain agencies and to that end may bring in, maintain and employ personnel in the territory of the other Contracting Party for the provision of international air services.

#### ARTICLE X

Each Contracting Party grants to the designated airlines of the other Contracting Party the right of free transfer of the excess of their receipts in its territory over their expenditure therein. Such transfers shall be effected on the basis of the prevailing foreign exchange market rates for current payments.

#### ARTICLE XI

The provisions of the present Agreement shall not be deemed to preclude the operation of the provisions of the Convention which are applicable to international air services.

#### ARTICLE XII

(1) There shall be discussions and exchange of views, whenever necessary, between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

(2) Either Contracting Party may, at any time, request consultation with the other Contracting Party if the first Contracting Party considers it desirable to modify or amend any provision of the present Agreement. Modifications or amendments agreed upon between the Contracting Parties as a result of such consultations shall enter into force in accordance with the procedures laid down in Article XVII.

(3) Consultations held under this Article shall begin within sixty (60) days of the date of the request.

#### ARTICLE XIII

(1) Either Contracting Party may, at any time, give notice in writing to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International

Civil Aviation Organization. This Agreement shall then terminate one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of this period.

(2) 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 XIV

(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. If the Contracting Parties fail to reach a settlement by negotiation they shall at the request of either Contracting Party refer the dispute for decision to an arbitral tribunal constituted in accordance with paragraph (2) of this Article.

(2) The arbitral tribunal shall be composed of three members. Each of the two Contracting Parties shall designate one arbitrator and the two arbitrators so designated shall designate a national of a third country as the third arbitrator who shall be the chairman. If the first two arbitrators have not been designated within sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration in accordance with this Article or, if in the course of the following thirty (30) days the first two arbitrators have not designated the third arbitrator, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to proceed with any necessary designation. If the President is a national of either Contracting Party or if he is otherwise prevented, the Vice President deputising for him shall make any necessary designation.

(3) Any decision of the arbitral tribunal shall be by majority vote. Such decision shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of the arbitrator appointed by it as well as of its representation at the arbitral proceeding. The cost of the chairman and any other cost reasonably incidental to the arbitration shall be borne in equal part by the Contracting Parties. In all other respects the arbitral tribunal shall determine its own procedure.

(4) If and so long as either Contracting Party fails to comply with any decision given under paragraph (3) 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.

#### ARTICLE XV

In the event of a general multilateral Air Transport Convention accepted by both Contracting Parties entering into force, the provisions of the multilateral convention shall prevail. Any discussion with a view to determining the extent to which the present Agreement is terminated,



superseded, amended or supplemented by the provisions of the multilateral convention shall take place in accordance with paragraph (2) of Article XII of the present Agreement.

#### ARTICLE XVI

All references to the "Agreement" shall include the Route Schedule.

#### ARTICLE XVII

The present Agreement shall be provisionally applicable immediately from the date of signature and shall come into force when each Contracting Party shall have confirmed to the other through the diplomatic channel that the present Agreement has been approved in accordance with its constitutional requirements.<sup>(2)</sup>

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

Done in duplicate at London this 26th day of September, 1975.

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

**GORONWY-ROBERTS OF CAERNARVON**

For the Government of the Republic of Liberia:

**WILLIAM E. DENNIS, JR.**

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<sup>(2)</sup> The Agreement entered into force on 20 May 1976.

# ROUTE SCHEDULE

## SECTION 1

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

Points in the UK—intermediate points in Western Europe, Africa and islands in the Atlantic—Monrovia.

### *Notes*

1. In both directions.
2. Any point or points may be omitted on any or all flights, provided that services began at a point in United Kingdom territory.
3. Without traffic rights between intermediate points and Monrovia, except as may be agreed between the aeronautical authorities of the Contracting Parties.

## SECTION 2

Route to be operated by the designated airline or airlines of Liberia:

Points in Liberia—intermediate points in Africa, islands in the Atlantic, and Western Europe—London.

### *Notes*

1. In both directions.
2. Any point or points may be omitted on any or all flights, provided that services began at a point in Liberian territory.
3. Without traffic rights between intermediate points and London, except as may be agreed between the aeronautical authorities of the Contracting Parties.

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