

CHINA



Treaty Series No. 14 (1980)

# Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of the People's Republic of China  
relating to Civil Air Transport

London, 1 November 1979

[The Agreement entered into force on 1 November 1979]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
January 1980*

LONDON  
HER MAJESTY'S STATIONERY OFFICE

£1.75 net

Cmnd. 7798

**AGREEMENT  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
RELATING TO CIVIL AIR TRANSPORT**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the People's Republic of China;

Wishing to facilitate friendly contacts between the peoples of the United Kingdom and China;

Desiring to conclude an agreement, for the purpose of developing mutual relations between the two countries in respect of air transportation and establishing and operating scheduled air services between and beyond their respective territories, in accordance with the principles of mutual respect for independence and sovereignty, non-interference in each other's internal affairs, equality and mutual benefit as well as friendly co-operation;

Have agreed as follows :

**ARTICLE 1**

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 of Great Britain and Northern Ireland, the Secretary of State for Trade, and in the case of the People's Republic of China, the General Administration of Civil Aviation of China, or in either case any person or body authorised to perform a particular function to which the present Agreement relates;
- (b) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement;
- (c) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail;
- (d) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo or mail;
- (e) the term "international air service" means an air service which passes through the air space over the territory of more than one State;
- (f) the term "airline" means any air transport enterprise offering or operating international air services;
- (g) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail.

## ARTICLE 2

(1) Each Contracting Party grants to the other Contracting Party the right to establish and operate scheduled air services on the routes specified in the Annex to the present Agreement. Such services and routes shall hereinafter be referred to as "the agreed services" and "the specified routes" respectively.

(2) Subject to the provisions of the present Agreement, the designated airline of each Contracting Party, while operating the agreed services on the specified routes, shall enjoy the following rights:

- (a) to overfly, without landing, the territory of the other Contracting Party along the air routes prescribed by the aeronautical authorities of the other Contracting Party after approval of the relevant part of the designated airline's seasonal schedule has been obtained from the said authorities;
- (b) subject to the approval of the aeronautical authorities of the other Contracting Party, to make stops for non-traffic purposes at points on the specified routes in the territory of the other Contracting Party;
- (c) to make stops at points on the specified routes in the territory of the other Contracting Party for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo and mail.

## ARTICLE 3

(1) Each Contracting Party shall have the right to designate through the diplomatic channel to the other Contracting Party one airline to operate the agreed services on the routes specified in the Annex to the present Agreement.

(2) The substantial ownership and effective control of the airline designated by each Contracting Party shall remain vested in such Contracting Party or its nationals.

(3) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraph (2) of this Article, grant without delay to the airline so designated the appropriate operating authorisation.

(4) The aeronautical authorities of the other Contracting Party may require the airline designated by the first 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 air services by the said authorities.

(5) When an airline has been so designated and authorised it may commence operation of the agreed services.

## ARTICLE 4

(1) Each Contracting Party shall have the right to revoke the operating authorisation already granted to the designated airline of the other Contracting Party, or to suspend the exercise by the said designated airline of the rights

specified in Article 2 of the present Agreement, or to impose such conditions as it may deem necessary on the exercise of these rights, in any case:

- (a) where it is not satisfied that the substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals; or
- (b) where that airline fails to comply with the laws and regulations of the Contracting Party granting these rights; or
- (c) where that 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 and regulations, such right shall be exercised only after consultation with the other Contracting Party.

#### ARTICLE 5

The laws and regulations of either Contracting Party relating to the admission to, stay in, departure from and flight over its territory of aircraft engaged in the operation of international air services as well as the laws and regulations relating to the admission to, stay in and departure from its territory of passengers, crew, baggage, cargo and mail shall be applicable to the aircraft of the airline designated by the other Contracting Party, its crew as well as the passengers, baggage, cargo and mail carried by such aircraft, while in the territory of the first Contracting Party. Each Contracting Party shall promptly supply to the other Contracting Party at the latter's request the texts of the above-mentioned laws and regulations.

#### ARTICLE 6

(1) Aircraft of the designated airline of either Contracting Party engaged in the operation of the agreed services on the specified routes as well as the regular equipment, spare parts, fuel, oils (including hydraulic fluids), lubricants and aircraft stores (including food, beverages and tobacco) retained on board such aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arrival in and departure from the territory of the other Contracting Party.

(2) The following supplies shall also be exempt from customs duties, inspection fees and other similar charges, with the exception of charges corresponding to the service performed:

- (a) aircraft stores (including food, beverages and tobacco) taken on board aircraft in the territory of either Contracting Party, within limits fixed by the competent authorities of the said Contracting Party, and for use on board such aircraft of the designated airline of the other Contracting Party engaged in the operation of the agreed services;
- (b) aircraft stores (including food, beverages and tobacco), fuel, oils (including hydraulic fluids), lubricants and spare parts introduced into the territory of either Contracting Party for use by aircraft of the

designated airline of the other Contracting Party engaged in the operation of the agreed services: provided, however, that they shall be kept under the supervision and control of the customs authorities of the first Contracting Party and shall be subject to fair and reasonable storage charges;

- (c) fuel, oils (including hydraulic fluids) and lubricants supplied in the territory of one Contracting Party to the aircraft of the designated airline of the other Contracting Party engaged in the operation of the agreed services, even when these supplies are for use on the part of the journey performed over the territory of the first Contracting Party.

#### ARTICLE 7

The regular airborne equipment as well as the material and supplies, referred to in Article 6 of the present Agreement, retained on board the aircraft of the designated airline of either Contracting Party engaged in the operation of the agreed services may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of the other Contracting Party. In such event, they shall be placed under the supervision of the said authorities, subject to fair and reasonable storage charges, up to such time as they are re-exported or otherwise disposed of in accordance with the regulations of such authorities.

#### ARTICLE 8

- (1) The minimum formalities only shall be required in respect of passengers, baggage, cargo and mail carried in direct transit across the territory of one Contracting Party by aircraft of the designated airline of the other Contracting Party engaged in the operation of the agreed services.

- (2) Baggage, cargo and dutiable objects carried through the mail, carried in direct transit, shall be exempt from customs duties and other similar duties or charges.

#### ARTICLE 9

- (1) Each Contracting Party shall designate in its territory regular airports and alternate airports to be used by the designated airline of the other Contracting Party for the operation of the specified routes, and shall provide the latter with such communications, navigational, meteorological and other auxiliary services in its territory as are required for the operation of the agreed services. Detailed arrangements relating to the above shall be agreed between the aeronautical authorities of both Contracting Parties.

- (2) The designated airline of one Contracting Party shall be charged for the use of airports, equipment and technical services of the other Contracting Party at fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party. Such rates shall not be higher than those paid by airlines of other States engaged in international air services.

## ARTICLE 10

(1) The designated airlines of both Contracting Parties shall have fair and equal opportunity in operating the agreed services on the specified routes.

(2) Matters relating to frequency, type of aircraft, schedule, additional flights, conditions of carriage, sales representation and other matters pertaining to the operation of the agreed services shall be agreed upon through consultation between the designated airlines of both Contracting Parties and shall be subject to the approval of their respective aeronautical authorities.

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

(4) The agreed services provided by the designated airlines of both Contracting Parties shall bear a 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 satisfy the current and reasonably anticipated requirements for the carriage of passengers, baggage, cargo and mail originating in or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, baggage, cargo and mail both taken up and put down at points on the specified routes in the territory of a third State shall be made in accordance with the general principle 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 services established by airlines of other States comprising the area; and
- (c) the requirements of through airline operation.

## ARTICLE 11

(1) 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 and the tariffs of other airlines.

(2) The tariffs referred to in paragraph (1) of this Article shall be agreed by the designated airlines of both Contracting Parties. If appropriate, the said airlines shall hold consultations with other airlines operating over the whole or part of the route.

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

(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 a tariff cannot be agreed between the designated airlines of both Contracting Parties in accordance with the provisions of paragraph (2) of this Article, or if the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their disapproval of a tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the two Contracting Parties shall endeavour to determine the tariff through mutual consultation.

(6) If the aeronautical authorities of the two Contracting Parties cannot agree on any tariff submitted to them under paragraph (3) of this Article, or on the determination of any tariff under paragraph (5) of this Article, the difference of opinion shall be settled in accordance with the provisions of Article 16 of the present Agreement.

(7) A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established.

#### ARTICLE 12

Each Contracting Party grants to the designated airline of the other Contracting Party the right to transfer freely the excess of receipts earned in the territory of the first Contracting Party over its expenditure therein. Such transfers shall be effected in convertible currency at the foreign exchange rate applicable at the time of transfer.

#### ARTICLE 13

The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, statistics relevant to the traffic to or from the territory of the other Contracting Party carried on the agreed services of the designated airline of the first Contracting Party.

#### ARTICLE 14

(1) For the operation of the agreed services on the specified routes, the designated airline of each Contracting Party shall have the right to set up its representative offices at the points on its specified routes within the territory of the other Contracting Party. The staff of such representative offices shall be nationals of the United Kingdom of Great Britain and Northern Ireland and/or of the People's Republic of China, and the number of staff shall be agreed upon through consultation between the designated airlines of both Contracting Parties, and shall be subject to the approval of the aeronautical authorities of both Contracting Parties. The staff of such representative offices shall be subject to the laws and regulations in force in the country where such offices are located.

(2) Each Contracting Party shall take all necessary steps to facilitate and to assist the setting up and operation of the representative offices referred to in paragraph (1) of this Article.

(3) Each Contracting Party shall use its best endeavours to safeguard, *within its territory, the airline operations and personnel of the other Contracting Party.*

(4) The crew members of the designated airlines of both Contracting Parties flying on their specified routes shall be nationals of their respective countries. If the designated airline of either Contracting Party desires to utilise crew members who are nationals of any third State for the operation of the agreed services, it shall obtain prior approval from the other Contracting Party through the diplomatic channel.

#### ARTICLE 15

The Contracting Parties reaffirm their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services and undermine public confidence in the safety of civil aviation. The Contracting Parties agree to provide any necessary aid to each other with a view to preventing hijackings and sabotage to aircraft, airports and air navigation facilities and threats to aviation security. When incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, the Contracting Parties shall assist each other by facilitating communications intended to terminate such incidents rapidly and safely. Each Contracting Party shall give sympathetic consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

#### ARTICLE 16

(1) The Contracting Parties shall ensure the correct implementation of, and satisfactory compliance with, the provisions of the present Agreement in a spirit of close co-operation and mutual support. To this end, the aeronautical authorities of the Contracting Parties shall consult each other from time to time.

(2) Either Contracting Party may request consultation with the other Contracting Party, which may be either oral or in writing, and which shall begin within a period of sixty (60) days from the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

(3) If any difference of opinion arises in respect of the interpretation or implementation of the present Agreement, the designated airlines of both Contracting Parties shall, where appropriate, endeavour to settle it directly through consultation in a spirit of friendly co-operation and mutual understanding. If the airlines fail to reach a settlement, or if the matter at issue does not lie within their competence, the aeronautical authorities of the Contracting Parties shall endeavour to settle it through consultation. If a settlement still cannot be reached, the Contracting Parties shall endeavour to settle it through the diplomatic channel.



## ARTICLE 17

(1) If either of the Contracting Parties considers it desirable to modify or amend any provision of the present Agreement or the Annex thereto, it may at any time request consultation with the other Contracting Party and such consultation, which may be either oral or in writing, shall begin within a period of sixty (60) days from the date of receipt of the request by the other Contracting Party unless both Contracting Parties agree to an extension of this period.

(2) Any modification or amendment to the present Agreement shall come into force when it has been confirmed by an Exchange of Notes, through the diplomatic channel, except as provided in paragraph (3) of this Article.

(3) Modifications or amendments to the Annex to the present Agreement may be agreed between the aeronautical authorities of the Contracting Parties and shall be applied provisionally and confirmed as soon as possible by an Exchange of Notes, through the diplomatic channel.

## ARTICLE 18

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement. The present Agreement shall then 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 the first Contracting Party by agreement with the second Contracting Party before the expiry of this period.

## ARTICLE 19

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

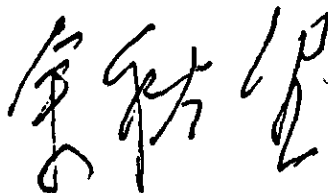
In witness whereof the undersigned being duly authorised thereto by their respective Governments, have signed the present Agreement.

Done in duplicate at London this 1st day of November 1979 in the English and Chinese languages, both texts being equally authentic.

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

JOHN NOTT

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



## ANNEX

### I. ROUTE SCHEDULE

#### SECTION 1

##### **Routes to be operated by the designated airline of the United Kingdom :**

London – Rome – Tehran – Bahrain – Dubai – Oman – Kuwait – Rawalpindi or Karachi – Bombay – Delhi – Calcutta – Peking.

##### *Notes*

- (i) Any point or points may be omitted on any or all flights provided that the agreed services originate at a point in the territory of the United Kingdom. Any such omission shall be notified to the designated airline of China as soon as possible.
- (ii) Not more than two points outside the territories of the Contracting Parties may be served as intermediate points on any one flight.
- (iii) Not more than one point in the Gulf and not more than one point in India may be served on any one flight.

#### SECTION 2

##### **Routes to be operated by the designated airline of China :**

Peking – Rawalpindi or Karachi – a point in India – a point in the Gulf – Tehran – Bucharest – Athens – Rome – Zurich – Frankfurt – Paris – London.

##### *Notes*

- (i) Any point or points may be omitted on any or all flights provided that the agreed services originate at a point in the territory of China. Any such omission shall be notified to the designated airline of the United Kingdom as soon as possible.
- (ii) Not more than two points outside the territories of the Contracting Parties may be served as intermediate points on any one flight.
- (iii) Not more than one point in Europe may be served as an intermediate point on any one flight.

### II. NON-SCHEDULED SERVICES

Any airline of either Contracting Party may submit a request to the appropriate authorities of the other Contracting Party to operate charter flights to or from the territory of the latter Contracting Party. The authorities to whom such a request is submitted shall consider it promptly in the light of their charterworthiness rules, applying the principle of reciprocity. The following provisions of the present Agreement shall apply to such operations: Articles 5, 6, 7, 9, 12, 14 (3) and (4) and 15.

# 中华人民共和国政府和 大不列颠及北爱尔兰联合王国政府 民用航空运输协定

中华人民共和国政府和大不列颠及北爱尔兰联合王国政府，希望便利中国人民和联合王国人民之间的友好往来，意欲缔结一项协定，以便发展两国航空运输方面的相互关系，建立和经营两国领土间及其以远地区的定期航班，根据互相尊重独立和主权、互不干涉内政、平等互利和友好合作的原则，达成协议如下：

## 第 一 条

除非文中另有需要，本协定中：

（一）“航空当局”，中华人民共和国方面指中国民用航空总局，大不列颠及北爱尔兰联合王国方面指贸易大臣，或指缔约任何一方受权执行与本协定有关的特定职能的任何个人或机构；

（二）“指定空运企业”，指根据本协定第三条经指定

和获准的空运企业；

(三) “运价规章”，指为运输旅客、行李和货物所支付的价格以及采用这些价格的条件，包括代理和提供其他附属服务的价格和条件，但不包括运输邮件的报酬或条件；

(四) “航班”，指以飞机从事旅客、行李、货物或邮件的公共运输的任何定期航班；

(五) “国际航班”，指经过一个以上国家领土上空的航班；

(六) “空运企业”，指提供或经营国际航班的任何航空运输企业；

(七) “非运输业务性经停”，指目的不在于装上或卸下旅客、行李、货物或邮件的降停。

## 第 二 条

一、缔约一方给予缔约另一方在本协定附件所规定的航线上建立和经营定期航班的权利，此类航线和航班以下分别称为“规定航线”和“协议航班”。

二、在不违反本协定规定的情况下，缔约一方指定空运企业在规定航线上经营协议航班时，应享有下列权利：

(一) 经缔约另一方航空当局同意其季节飞行时刻表有

关部分后，即可沿该当局规定的航路，不降停飞越缔约另一方领土；

(二) 经缔约另一方航空当局同意，在缔约另一方领土内规定航线上的地点作非运输业务性经停；

(三) 在缔约另一方领土内规定航线上的地点经停，以便上下国际旅客、行李、货物和邮件。

### 第 三 条

一、缔约一方有权通过外交途径向缔约另一方指定一家在本协定附件规定航线上经营协议航班的空运企业。

二、缔约各方指定空运企业的主要所有权和有效管理权应属于该缔约方或其国民。

三、在不违反本条第二款规定的情况下，缔约另一方在收到上述指定后，应毫不延误地给予该空运企业以合适的经营许可。

四、缔约另一方航空当局可要求缔约一方指定空运企业向它证明，该空运企业有资格履行根据法律和规章所制定的条件，这些法律和规章是上述当局在经营航班方面所通常和合理地予以实施的。

五、空运企业按照上述条件一经指定和批准，即可开始

经营协议航班。

#### 第 四 条

一、在下列任一情况下，缔约一方有权取消业已给予缔约另一方指定空运企业的经营许可，或暂停该指定空运企业行使本协定第二条规定的权利，或对行使这些权利规定它认为必要的条件：

(一) 如它对该空运企业的主要所有权和有效管理权是否属于指定该空运企业的缔约方或其国民的情况有疑义；或

(二) 如该空运企业不遵守给予其权利的缔约方的法律和规章；或

(三) 如该空运企业在其他方面没有按照本协定规定的条件经营。

二、除非本条第一款所述的取消、暂停或规定条件必须立即执行，以防止进一步违反法律和规章，这种权利只能在与缔约另一方协商后方可行使。

#### 第 五 条

缔约一方关于从事国际航班飞行的飞机进出其领土和在其领土内停留、航行的法律和规章，以及关于旅客、空勤

组、行李、货物和邮件进出其领土和在其领土内停留的法律和规章，均适用于缔约另一方指定空运企业在缔约一方领土内的飞机、空勤组和该机所载运的旅客、行李、货物和邮件。在缔约另一方提出要求时，缔约一方应立即向其提供上述法律和规章的文本。

## 第 六 条

一、缔约任何一方指定空运企业在规定航线上飞行协议航班的飞机，以及留置在飞机上的正常设备、零备件、燃料、油料（包括液压油）、润滑油和机上供应品（包括食品、饮料和烟草），在进出缔约另一方领土时，应豁免一切关税、检验费和其他类似费用。

二、除为提供的服务应付的费用外，下列物资也应豁免关税、检验费和其他类似费用：

（一）在缔约任何一方领土内装上飞机、并在其主管当局规定限度以内的、供缔约另一方指定空运企业飞行协议航班的飞机使用的机上供应品（包括食品、饮料和烟草）；

（二）运入缔约任何一方领土、供缔约另一方指定空运企业飞行协议航班的飞机使用的机上供应品（包括食品、饮料和烟草）、燃料、油料（包括液压油）、润滑油和零备

件；然而，这些物品应交缔约一方海关当局监管，并应缴纳公平合理的保管费用；

（三）在缔约一方领土内为缔约另一方指定空运企业飞行协议航班的飞机加注的燃料、油料（包括液压油）和润滑油，即使这些燃料、油料（包括液压油）和润滑油系供在缔约一方领土内的航段上使用。

## 第 七 条

留置在缔约一方指定空运企业飞行协议航班的飞机上的本协定第六条所指的机上正常设备、物资和供应品，经缔约另一方海关当局同意后，方可在缔约另一方领土内卸下。遇此情况，上述物品应交缔约另一方海关当局监管，并应缴纳公平合理的保管费用，直至重新运出，或根据该海关当局规定另作处理。

## 第 八 条

一、对缔约一方指定空运企业飞行协议航班的飞机所载的直接过境缔约另一方领土的旅客、行李、货物和邮件，只需办理最少的手续。

二、直接过境的行李、货物和邮件中需纳税的物品，应



豁免关税和其他类似税捐或费用。

## 第 九 条

一、缔约一方应在其领土内为缔约另一方指定空运企业指定供经营规定航线所使用的机场和备降机场，并提供飞行协议航班所需的通信、导航、气象和其他附属服务，具体办法由缔约双方航空当局另行商定。

二、缔约一方指定空运企业使用缔约另一方的机场、设备和技术服务，应按缔约另一方有关当局所规定的公平合理的费率付费。这些费率不应高于从事国际航班飞行的其他国家空运企业所付的费率。

## 第 十 条

一、缔约双方指定空运企业在经营规定航线上的协议航班方面，应享有合理和平等的机会。

二、有关班次、机型、飞行时刻表、加班飞行、运输章程、业务代理事项和其他经营协议航班的事项，应由缔约双方指定空运企业协商确定，并应经缔约双方各自的航空当局同意。

三、在经营协议航班方面，缔约一方指定空运企业应考虑到缔约另一方指定空运企业的利益，以免不适当地影响后

者在相同航线或其航段上所提供的航班。

四、缔约双方指定空运企业提供的协议航班，应与公众对规定航线上的运输需要保持密切的关系，其主要目的应是按合理的载运比率提供足够的运力，以满足当时和合理地预计到的、由指定该空运企业的缔约方领土内始发或以该领土为终点的旅客、行李、货物和邮件的运输需要。对在第三国领土内规定航线上的地点上下的旅客、行李、货物和邮件，应按运力须与下列各点相联系的总原则，予以载运：

(一) 来自和前往指定该空运企业的缔约方领土的业务需要；

(二) 在考虑到协议航班经过的地区国家的空运企业已建立的其他航班后，该地区的业务需要；

(三) 联程航班经营的需要。

## 第十一条

一、缔约一方指定空运企业对前往或来自缔约另一方领土的运输所收取的运价，应在合理的水平上制定，并适当照顾到一切有关因素，包括经营成本、合理的利润和其他空运企业的运价。

二、本条第一款所述运价应由缔约双方指定空运企业商

定。如合适，应与在该航线或其航段上经营的其他空运企业进行协商。

三、上述商定的运价至少应在其拟议实行之日九十天前提交缔约双方航空当局批准。在特殊情况下，经上述当局协议，这一期限可予缩短。

四、本条第三款所述的批准必须明确地给予。如在根据本条第三款规定提交运价之日起三十天内，任何一方航空当局均未对运价提出异议，这些运价应认为已被批准。如根据第三款的规定，缩短了提交期限，双方航空当局可以另行商定，通知异议的期限应少于三十天。

五、如缔约双方指定空运企业未能根据本条第二款规定就运价达成协议，或缔约一方航空当局对根据本条第二款规定所商定的运价，向缔约另一方航空当局发出异议通知，缔约双方航空当局应设法相互协商，确定运价。

六、如缔约双方航空当局未能就根据本条第三款规定向其提交的任何运价达成协议，或未能根据本条第五款规定就运价的确定达成协议，此项分歧应按照本协定第十六条规定予以解决。

七、在新运价制定以前，根据本条各项规定制定的运价应继续有效。

## 第十二条

缔约一方给予缔约另一方指定空运企业以自由结汇其在缔约一方领土内的收支余额的权利。此项结汇应以可兑换的货币，按结汇时采用的外汇比价办理。

## 第十三条

缔约一方航空当局应按缔约另一方航空当局的要求，向其提供缔约一方指定空运企业在协议航班上所载来自或前往缔约另一方领土的业务统计。

## 第十四条

一、缔约一方指定空运企业为了经营规定航线上的协议航班，有权在缔约另一方领土内规定航线上的地点设立代表机构。代表机构的人员应为中华人民共和国和/或大不列颠及北爱尔兰联合王国的国民，其人数由缔约双方指定空运企业商定，并经缔约双方航空当局批准。代表机构人员应受驻在国的现行法律和规章的管辖。

二、缔约各方应采取一切必要的措施，为本条第一款所述的代表机构的建立和工作提供便利和协助。

三、缔约一方应尽最大努力保护在其领土内的缔约另一方的空运企业的经营及其人员的安全。

四、缔约双方指定空运企业在规定航线上飞行的空勤组成员，应分别为本国国民。缔约一方指定空运企业如欲使用第三国国民作为飞行协议航班的空勤组成员，应通过外交途径事先取得缔约另一方同意。

## 第十五条

缔约双方重申对危害航空器安全的行为或威胁的严重关切，因为这些行为或威胁危及人员或财产的安全，影响航班的经营，损害公众对民用航空安全的信心。为了防止劫机和破坏航空器、机场、导航设备，并使航空安全免遭威胁，缔约双方同意相互提供任何必要的援助。当发生劫机或破坏航空器、机场或导航设备的事件或威胁时，缔约双方应相互协助，提供联系的方便，使这种事件迅速而安全地结束。如缔约一方要求为其航空器或旅客采取特殊安全保卫措施以对付某一威胁，缔约另一方对此应给予同情的考虑。

## 第十六条

一、缔约双方应本着密切合作和相互支持的精神，保证

本协定的各项规定的正确实施和满意的遵守。为此，缔约双方航空当局应经常相互协商。

二、缔约任何一方可要求与缔约另一方进行协商，这一协商可以口头或书面进行，并应在收到要求之日起六十天内进行，除非缔约双方同意延长这一期限。

三、如对本协定的解释或实施发生分歧，如合适，缔约双方指定空运企业应本着友好合作和相互谅解的精神，设法直接通过协商予以解决。如上述空运企业未能求得解决，或所争执的问题不在他们的主管范围以内，缔约双方航空当局应设法协商解决。如仍不能求得解决，缔约双方应设法通过外交途径予以解决。

## 第十七条

一、缔约任何一方如认为需要修改或补充本协定或其附件的任何规定，可随时要求与缔约另一方进行协商，这一协商可以口头或以书面进行，并应在缔约另一方收到要求之日起六十天内进行，除非缔约双方同意延长这一期限。

二、对协定的任何修改或补充在通过外交途径换文确认后生效，但本条第三款所规定的情况除外。

三、缔约双方航空当局可协商对本协定的附件作出修改

或补充，此项修改可临时实施，并应尽快通过外交途径换文予以确认。

## 第十八条

缔约一方可随时将终止本协定的决定通知缔约另一方。在缔约另一方接到通知之日起十二个月后本协定即告终止，除非在这一期限未届满前经缔约另一方同意，缔约一方撤回这一终止通知。

## 第十九条

本协定自签字之日起生效。

下列代表，经其各自政府正式授权，已在本协定上签字为证。

本协定于一九七九年十一月一日在伦敦签订，共两份，每份都用中文和英文写成，两种文本具有同等效力。

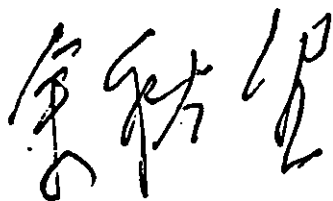
中华人民共和国政府

大不列颠及北爱尔兰

联合王国政府

代 表

代 表



JOHN NOTT

# 附 件

## 一、航 线 表

### 第一部分

中国指定空运企业所经营的航线：

北京——拉瓦尔品第或卡拉奇——印度境内一个地点——海湾地区一个地点——德黑兰——布加勒斯特——雅典——罗马——苏黎世——法兰克福——巴黎——伦敦。

注：（一）任何一次或所有飞行均可不经停任何一点或多点，但是，协议航班须在中国领土内的一点始发。应将不经停一事尽早通知联合王国指定空运企业。

（二）任何一次飞行所经停的缔约双方领土以外的中间经停点，不得多于两个。

（三）任何一次飞行在欧洲只能经停一个地点。

### 第二部分

联合王国指定空运企业所经营的航线：

伦敦——罗马——德黑兰——巴林——迪拜——阿曼——科威特——拉瓦尔品第或卡拉奇——孟买——德里——加尔各答——北京。



注：（一）任何一次或所有飞行均可不经停任何一点或多点，但是，协议航班须在联合王国领土内的一点始发。应将不经停一事尽早通知中国指定空运企业。

（二）任何一次飞行所经停的缔约双方领土以外的中间经停点，不得多于两个。

（三）任何一次飞行在海湾地区和印度分别只能经停一个地点。

## 二、不定期飞行

缔约任何一方的任何空运企业可向缔约另一方有关当局提出要求，飞行前往或来自另一方领土的包机。受理要求的当局应根据其包机规则，采用对等的原则，迅速考虑此项要求。本协定的以下规定适用于不定期飞行：第五条、第六条、第七条、第九条、第十二条、第十四条第三、四款、第十五条。

**HER MAJESTY'S STATIONERY OFFICE**

*Government Bookshops*

49 High Holborn, London WC1V 6HB

13a Castle Street, Edinburgh EH2 3AR

41 The Hayes, Cardiff CF1 1JW

Brazennose Street, Manchester M60 8AS

Southey House, Wine Street, Bristol BS1 2BQ

258 Broad Street, Birmingham B1 2HE

80 Chichester Street, Belfast BT1 4JY

*Government publications are also available  
through booksellers*