



Treaty Series No. 10 (1960)

# Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland and  
the Government of the Federal People's Republic of Yugoslavia

## concerning Air Services

London, February 3, 1959

[Ratifications were exchanged on September 30, 1959]

*Presented to Parliament by the Secretary of State for Foreign Affairs  
by Command of Her Majesty  
March 1960*

LONDON

HER MAJESTY'S STATIONERY OFFICE

ONE SHILLING NET

Cmnd. 972

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED  
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND  
AND THE GOVERNMENT OF THE FEDERAL PEOPLE'S  
REPUBLIC OF YUGOSLAVIA CONCERNING AIR SERVICES**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Federal People's Republic of Yugoslavia, (hereinafter referred to as "the Contracting Parties"),

Desiring to conclude an Agreement, for the purpose of promoting the development of air services and so contribute to international co-operation  
Have agreed as follows:—

**ARTICLE 1**

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

- (1) the term "aeronautical authorities" means, in the case of the United Kingdom, the Minister of Transport and Civil Aviation and any person or body authorised to perform any functions at present exercised by the said Minister or similar functions, and, in the case of the Federal People's Republic of Yugoslavia the Uprava Civilnog Vazduhoplovstva or other institution authorised to perform any functions at present exercised by the said Uprava Civilnog Vazduhoplovstva or similar functions;
- (2) the term "territory" means in relation to the United Kingdom and Third States the land areas and territorial waters adjacent thereto, including the air space above them under the sovereignty, suzerainty, protection or trusteeship thereof and in relation to the Federal People's Republic of Yugoslavia the land areas and territorial waters adjacent thereto, including the air space above them under the sovereignty thereof;
- (3) 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 3 of the present Agreement, for the operation of air services on a route specified in the Annex to this Agreement;
- (4) the term "air service" means any scheduled air service performed by aircraft for public transport of passengers, mail or cargo;
- (5) the term "international air service" means an air service which passes through the air space over the territory of more than one State;
- (6) the term "airline" means any air transport enterprise operating an international air service.

**ARTICLE 2**

(1) Each Contracting Party grants to the other Contracting Party on a basis of reciprocity the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the Annex to this Agreement (hereinafter called "the agreed services" and "the specified routes").

(2) Nothing in this Agreement or the Annex thereto shall be deemed to confer on the designated airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail for remuneration and destined for another point in the territory of that other Contracting Party.

### ARTICLE 3

(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 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 or airlines 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 conformity with this Agreement 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 privileges specified in the Annex to this Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges 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) 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 provided that a service shall not be operated unless a tariff established in accordance with the provisions of Article 10 of the present Agreement is in force in respect of that service:

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in the Annex to this 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 privileges 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 4

(1) There shall be fair and equal opportunity for the 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 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 the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which had designated the airline. Provision for the carriage of passengers, cargo and mail both taken on and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:—

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

#### ARTICLE 5

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 reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

#### ARTICLE 6

(1) The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the airline designated by the other Contracting Party during entry into, stay in, departure from, and flight over the territory of the first Contracting Party.

(2) The laws and regulations of each Contracting Party relating to the arrival in or departure from its territory of passengers, crews or cargo of aircraft, and in particular regulations regarding passports, customs, currency and medical and quarantine formalities, shall be applicable to passengers, crews and cargo arriving in or departing from the territory of that Contracting Party in aircraft of the airline designated by the other Contracting Party.

(3) The designated airline or airlines of one Contracting Party shall comply, in their commercial and financial activities on the territory of the other Contracting Party, with the laws and regulations of that other Contracting Party.

(4) Intending passengers shall be free, when buying tickets in either the United Kingdom or the Federal People's Republic of Yugoslavia to fly on the specified routes by the designated airline or airlines of either Contracting Party.

(5) Notwithstanding the provisions of paragraph (2) of this Article, visas for air crew and cabin crew of aircraft operating the agreed services shall be granted in advance, with a validity of at least six months, to a number

of complete aircraft crews appropriate to the operations of each airline. These visas shall be valid for any number of flights into and out of the territory of the other Contracting Party during the period of their validity.

(6) Each Contracting Party shall on request supply to the other copies of the relevant laws and regulations referred to in this Article.

#### ARTICLE 7

Certificates of airworthiness, and licences issued or rendered valid by one Contracting Party shall be recognised as valid by the other Contracting Party but each Contracting Party reserves the right to refuse to recognise, for the purpose of flight above its own territory, licences granted to any of its nationals by the other Contracting Party.

#### ARTICLE 8

Every aircraft used by the designated airlines and engaged in the agreed services shall bear its appropriate nationality and registration marks, and shall carry the following documents relating to the aircraft and crew:—

- (1) its certificate of registration;
- (2) its certificate of airworthiness;
- (3) the appropriate licences or certificates for each member of the crew;
- (4) its journey log book or any other document which replaces it;
- (5) the aircraft radio station licence;
- (6) if it carries passengers, a list of their names and places of embarkation and destination;
- (7) if it carries cargo, a manifest and detailed declarations of the cargo;
- (8) if it carries special categories of cargo, the necessary permits for this purpose.

#### ARTICLE 9

(1) The charges levied by one Contracting Party on the aircraft of the other Contracting Party for the use of airports and other technical installations shall not exceed those levied on any other aircraft of the same class engaged in similar international air services.

(2) Aircraft of the designated airline or airlines of one Contracting Party on a flight to, from or across the territory of the other Contracting Party shall be admitted temporarily free of duty, subject to the customs regulations of that other Contracting Party. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores on board an aircraft of one Contracting Party on arrival in the territory of the other Contracting Party and retained on board on leaving the territory of that Contracting Party shall be exempt from customs duty, inspection fees or similar national or local duties and charges. This exemption shall not apply to any quantities or articles unloaded except in accordance with the customs regulations of that Contracting Party, which may require that they shall be kept under customs supervision.

(3) Fuel and lubricating oil taken on board aircraft in the territory of one Contracting Party and spare parts, regular aircraft equipment, aircraft stores and food introduced into the territory of one Contracting Party or taken on board aircraft in that territory by or on behalf of the designated airline or airlines of the other Contracting Party and intended solely for use by or in the aircraft of those airlines shall be accorded treatment in respect of customs duty, inspection fees and other similar national or local duties

and charges, not less favourable than that accorded to similar supplies introduced into the said territory or taken on board aircraft in that territory and intended for use by or in any aircraft of a foreign airline, engaged in international air services.

(4) Any commodities to which the provisions of paragraph (3) of this Article apply may be required to be kept under the supervision of the competent Customs authorities.

#### ARTICLE 10

(1) The tariffs to be charged by the airlines 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, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines. The tariffs shall be fixed in accordance with the following provisions of this Article.

(2) The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed by the airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the usual procedures adopted by the airlines.

(3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least 30 days before the proposed date of their introduction.

(4) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2) of this Article or if during the first 15 days of the 30 days period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(5) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article and on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 16 of the present Agreement.

(6) No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph (5) of Article 16 of the present Agreement.

(7) When tariffs have been established in accordance with the provisions of this Article these tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

#### ARTICLE 11

The designated airlines of one Contracting Party shall forward to the aeronautical authorities of the other Contracting Party their time-tables for approval from the point of view of safety and other technical factors not less than 30 days before their being brought into force. Any amendments which may be introduced into these time-tables shall be communicated for the same

purpose to the said authorities as soon as possible and in any case not less than 48 hours before the change is to come into effect.

#### ARTICLE 12

In the operation of the agreed services, the standards, recommended practices, procedures and codes internationally adopted for aircraft and for international air navigation shall be applied or followed provided that insofar as these standards, recommended practices, procedures and codes relate to navigational facilities on the territory of either Contracting Party, they shall be followed or applied as far as may be practicable.

#### ARTICLE 13

(1) Each Contracting Party shall give to aircraft of the other Contracting Party if in distress over its territory the assistance which it would render in similar circumstances to its own aircraft.

(2) In the event of a forced landing or other accident affecting an aircraft of one Contracting Party on the territory of the other Contracting Party, the aeronautical authorities of the Contracting Party on whose territory the event has occurred shall without delay inform the aeronautical authorities of the other Contracting Party of the occurrence and give any assistance that may be necessary to the passengers and crew.

(3) If a forced landing or other accident results in the death of, or serious injury to, any person, or substantial damage to an aircraft, the aeronautical authorities of the Contracting Party on whose territory the event has occurred shall in addition:

- (a) ensure the protection of evidence and the safe custody of the aircraft and its contents, including mail, luggage and cargo;
- (b) grant immediate access to the aircraft to accredited representatives of the aeronautical authorities of the other Contracting Party and to the accredited representatives of the owner of the aircraft involved;
- (c) conduct an inquiry into the circumstances of the occurrence;
- (d) grant the aeronautical authorities of the other Contracting Party full facilities to be represented at the inquiry;
- (e) if so requested by the aeronautical authorities of the other Contracting Party, leave the aircraft and its contents undisturbed (so far as is reasonably practicable) pending their inspection by a representative of those authorities;
- (f) release the aircraft and its contents as soon as these are no longer necessary for the inquiry;
- (g) send to the aeronautical authorities of the other Contracting Party the report of the inquiry as soon as it is available.

#### ARTICLE 14

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 and its Annex.

#### ARTICLE 15

(1) If either Contracting Party considers it desirable to modify any provision of the present Agreement, such Contracting Party can at any time request through diplomatic channels that consultations on the matter between

the competent aeronautical authorities of the Contracting Parties shall begin not later than 90 days, or such longer period as may be agreed between the Contracting Parties, from the date of the request. If the Contracting Parties reach agreement on the modifications to be made, such modifications shall become effective in accordance with the procedure set forth in Article 19 of the present Agreement.

(2) If the aeronautical authorities of either Contracting Party consider it desirable to modify or make any additions to the provisions of the Annex to this Agreement, they can at any time request that consultations with the aeronautical authorities of the other Contracting Party shall begin not later than 60 days, or such longer period as may be agreed between the aeronautical authorities, from the date of the request. If the aeronautical authorities of both Contracting Parties reach agreement on the proposed modifications or additions, which must not be contrary to the principles established in this Agreement, such modifications or additions shall be brought into effect by an Exchange of diplomatic Notes.

(3) 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 16

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex the Contracting Parties shall in the first place endeavour to settle it by negotiation.

(2) If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or if the third arbitrator is not appointed within the period specified, the President of the International Court of Justice may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President of the International Court of Justice is a national of either Contracting Party, the Vice President of the Court or if he is such a national the oldest member of the Court who is not such a national may be requested to make the appointment or appointments.

(3) The tribunal shall establish its procedure and reach its decision by a majority vote of the members of the tribunal.

(4) Each Contracting Party shall pay the costs of the arbitrator it has appointed. The remaining costs of the arbitration tribunal shall be borne by the Contracting Parties equally.

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



#### ARTICLE 17

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. If such notice is given, the present Agreement shall terminate twelve 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.

#### ARTICLE 18

This Agreement replaces all previous arrangements relating to the establishment of scheduled air services between the territories of the Contracting Parties.

#### ARTICLE 19

The present Agreement shall be ratified and instruments of ratification shall be exchanged in Belgrade as soon as possible. It shall enter into force upon the date of the exchange of instruments of ratification<sup>(1)</sup> and shall be provisionally applied from 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 third day of February, 1959, in the English and Serbo-Croat languages, both texts being equally authoritative.

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

SELWYN LLOYD.

For the Government of the Federal  
People's Republic of Yugoslavia:

BATRIĆ M. JOVANOVIĆ.

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<sup>(1)</sup> September 30, 1959.

ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA CONCERNING AIR SERVICES DATED 3RD FEBRUARY, 1959

SECTION I

**Routes to be operated by the designated airline or airlines of the United Kingdom**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Points of Departure (Any one or more of the following).	Intermediate Points (Any one or more of the following).	Points in the territory of the F.P.R. of Yugoslavia.
Points in the U.K.	Zurich or one other point to be agreed.	Belgrade.

The designated airline or airlines of the United Kingdom shall have the right while operating an agreed service on a route specified above:—

- (a) to put down on the territory of the Federal People's Republic of Yugoslavia passengers, cargo and mail taken on in United Kingdom territory and in the territories of other countries:
- (b) to take on in the territory of the Federal People's Republic of Yugoslavia passengers, cargo and mail destined for the territory of the United Kingdom and for the territories of other countries.

In order to ensure that the capacity provided by the designated British airline or airlines between Belgrade and points on the route which are not in United Kingdom territory conforms with the provisions of Article 4, the aeronautical authorities of the Federal People's Republic of Yugoslavia may, in accordance with Article 14, require consultations with the aeronautical authorities of the Government of the United Kingdom.

SECTION II

**Routes to be operated by the designated airline or airlines of the  
Federal People's Republic of Yugoslavia**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Points of Departure (Any one or more of the following). Points in Yugoslavia.	Intermediate Points (Any one or more of the following). To be agreed.	Points in United King- dom territory. London.

The designated airline or airlines of the Federal People's Republic of Yugoslavia shall have the right while operating an agreed service on a route specified above:—

- (a) to put down on United Kingdom territory, passengers, cargo and mail taken on in the territory of the Federal People's Republic of Yugoslavia and in the territories of other countries.
- (b) to take on in the territory of the United Kingdom passengers, cargo and mail destined for the territory of the Federal People's Republic of Yugoslavia and for the territories of other countries.

In order to ensure that the capacity provided by the designated Yugoslav airline or airlines between London and points on the route which are not on the territory of the Federal Peoples' Republic of Yugoslavia conforms with the provisions of Article 4, the aeronautical authorities of the United Kingdom may, in accordance with Article 14, require consultations with the aeronautical authorities of the Government of the Federal People's Republic of Yugoslavia.

S. L.

B. JVC.

*London, 3rd February, 1959.*

## **SPORAZUM IZMEDJU VLADE UJEDINJENOG KRALJEVSTVA VELIKE BRITANIJE I SEVERNE IRSKE I VLADE FEDERATIVNE NARODNE REPUBLIKE JUGOSLAVIJE O VAZDUSNOM SAOBRAČAJU**

Vlada Ujedinjenog Kraljevstva Velike Britanije i Severne Irske i Vlada Federativne Narodne Republike Jugoslavije (u daljem tekstu Strane Ugovornice), želeći da zaključe sporazum u cilju unapredjenja razvitka vazdušnog saobraćaja i da na taj način doprinesu međunarodnoj saradnji, sporazumele su se o sledećem :

### **ČLAN 1**

Za razumevanje ovog Sporazuma, ukoliko nije drukčije u tekstu navedeno, znače:—

- (1) izraz “vazduhoplovne vlasti” znači: u odnosu na Ujedinjeno Kraljevstvo-Ministar saobraćaja i civilnog vazduhoplovstva i svako lice ili telo ovlašćeno da vrši ove ili slične funkcije koje sada vrši pomenuti Ministar, a u odnosu na Federativnu Narodnu Republiku Jugoslaviju-Uprava civilnog vazduhoplovstva ili druga ustanova ovlašćena da vrši ma koju ili sličnu funkciju koju sada vrši pomenuta Uprava;
- (2) izraz “teritorija” znači: u odnosu na Ujedinjeno Kraljevstvo Velike Britanije i Severne Irske i na treće države-kopnena područja i teritorijalne vode uz ta područja, uključiv i vazdušni prostor iznad njih, pod suverenitetom, kontrolom, zaštitom ili starateljstvom ove Države, a u odnosu na Federativnu Narodnu Republiku Jugoslaviju-kopnena područja i teritorijalne vode uz ta područja, uključiv i vazdušni prostor iznad njih, pod suverenitetom ove Države;
- (3) izraz “odredjeno preduzeće” znači: preduzeće koje je jedna Strana Ugovornica odredila pismenom prijavom drugoj Strani Ugovornici, shodno članu 3 ovog Sporazuma za obavljanje vazdušnog saobraćaja na linijama odredjenim u Prilogu ovog Sporazuma;
- (4) izraz “vazdušni saobraćaj” znači: svaki redovni vazdušni saobraćaj koji se vrši vazduhoplovima namenjenim za prenos putnika, poštanskih pošiljki i robe;
- (5) izraz “međunarodni vazdušni saobraćaj” znači: vazdušni saobraćaj koji se vrši kroz vazdušni prostor više od jedne države;
- (6) izraz “preduzeće za vazdušni saobraćaj” znači: svako preduzeće za vazdušni saobraćaj koje obavlja međunarodni saobraćaj.

### **ČLAN 2**

(1) Svaka Strana Ugovornica priznaje, na bazi reciprociteta, drugoj Strani Ugovornici prava odredjena ovim Sporazumom za obavljanje vazdušnog saobraćaja na linijama odredjenim u Prilogu ovog Sporazuma (u daljem tekstu “ugovoreni saobraćaj” i “odredjene linije”).

(2) Podrazumeva se da ovaj Sporazum i njegov Prilog ne daju određenim preduzećima jedne Strane Ugovornice pravo da na teritoriji druge Strane Ugovornice ukrcavaju putnike, poštu ili robu uz naplatu, ako je njihovo mesto opredeljenja na teritoriji druge Strane Ugovornice.

### ČLAN 3

(1) Svaka Strana Ugovornica ima pravo da odredi jedno ili više preduzeća za obavljanje ugovorenog saobraćaja na određenim linijama i da o tome pismeno obavesti drugu Stranu Ugovornicu.

(2) Po prijemu obaveštenja o određivanju druga Strana Ugovornica će shodno stavovima (3) i (4) ovog člana bez odlaganja izdati određenom preduzeću ili preduzećima dozvolu za obavljanje saobraćaja.

(3) Vazduhoplovne vlasti jedne Strane Ugovornice mogu da traže od određenog preduzeća druge Strane Ugovornice dokaze o tome da je sposobno da ispunjava obredbe ovog Sporazuma i uslove utvrdjene zakonima i drugim propisima, a u skladu sa ovim Sporazumom, koje ta vlast normalno primenjuje prilikom obavljanja međunarodnog vazdušnog saobraćaja.

(4) Svaka Strana Ugovornica može da ne izda dozvolu imenovanom preduzeću za korišćenje prava označenih u Prilogu ovog Sporazuma ili opozove već izdatu dozvolu ili postavi takve uslove koje smatra nužnim za korišćenje tih prava—ako nema dokaza da je veći deo imovine i stvarna kontrola nad tim preduzećem u rukama Strane Ugovornice koja ga je odredila ili u rukama državljana te Strane Ugovornice.

(5) Po ispunjenju odredaba stava (1) i (2) ovog člana, na takav način određeno i ovlašćeno preduzeće može u svako doba početi da obavlja ugovoreni saobraćaj pod uslovom da je na snazi odgovarajuća tarifa izradjena u saglasnosti sa odredbama člana 10 ovog Sporazuma.

(6) Svaka Strana Ugovornica može u svako doba oduzeti preduzeću prava naznačena u Prilogu ovog Sporazuma ili postaviti takve uslove koje smatra nužnim za ostvarivanje tih prava, ako se određeno preduzeće ne pridržava zakona i drugih propisa Strane Ugovornice koja daje ta prava, ili ako se ne pridržava uslova propisanih ovim Sporazumom; ukoliko trenutna obustava ili uskraćivanje prava nisu neophodni za sprečavanje daljih povreda zakona ili drugih propisa, ova mera će se primeniti samo posle savetovanja sa drugom Stranom Ugovornicom.

### ČLAN 4

(1) Određjena preduzeća Strana Ugovornica imaju pravične i jednake mogućnosti za obavljanje ugovorenog saobraćaja na određenim linijama između njihovih teritorija.

(2) Za vreme obavljanja ugovorenog saobraćaja, određeno preduzeće svake Strane Ugovornice vodiće računa o interesima određenog preduzeća druge Strane Ugovornice, kako ne bi neopravdano štetilo saobraćaju koji ovo poslednje obavlja na celim linijama ili njihovim delovima.

(3) Ugovoreni saobraćaj koji obavljaju određena preduzeća Strana Ugovornica treba da bude prilagodjen potražnji za prevozom na određenim linijama i da ima za prvenstveni cilj stavljanje na raspolaganje odgovarajućeg kapaciteta, prilagodjenog tekućim potrebama i potrebama koje se mogu realno predvideti u budućnosti za prevoz putnika, robe i pošte, iz ili za teritoriju Strana Ugovornica koja je odredila preduzeće. Ponudjeni kapaciteti

prevoza putnika, robe i pošte, koji se ukrcavaju ili iskrcavaju u mestima odredjenih linija na teritorijama drugih država, a ne i one koja je odredila preduzece, treba da budu u skladu sa:—

- (a) potražnjom u vazдушnom saobraćaju za i sa teritorije Strane Ugovornice koja je odredila preduzeće;
- (b) potražnjom u vazдушnom saobraćaju na području koje preduzeće preleće, vodeći računa o drugim saobraćajnim linijama uspostavljenim od preduzeća države kojima to područje pripada; i
- (c) potražnjom za dalja odredišta.

#### ČLAN 5

Vazduhoplovne vlasti jedne Strane Ugovornice dostavljajuće vazduhoplovnim vlastima druge Strane Ugovornice, na njihov zahtev, one uobičajene periodične ili druge statističke podatke iz kojih se može dobiti uvid u kapacitet koji odredjena preduzeća prve Strane Ugovornice nude na ugovorenim linijama. Ovi podaci sadržaće sve podatke potrebne za utvrđivanje obima prometa tih preduzeća na ugovorenim linijama kao i poreklo i odredišta tog prometa.

#### ČLAN 6

(1) Zakoni i drugi propisi jedne Strane Ugovornice, koji regulišu plovidbu i kretanje vazduhoplova na zemlji pri njihovu ulasku, boravku i izlasku, kao i letenje iznad teritorije te Strane Ugovornice, primenjivaće se i na vazduhoplove odredjenog preduzeća druge Strane Ugovornice.

(2) Zakoni i drugi propisi, koji na teritoriji svake Strane Ugovornice regulišu ulazak i izlazak putnika, posada i robe koja se nalazi na vazduhoplovu, kao i naročito oni propisi koji se odnose na putne isprave, carinu, devizni režim, sanitarnu službu i karantin, primenjivaće se na putnike, posade i robu koji dolaze ili odlaze sa teritorije te Strane Ugovornice vazduhoplovom odredjenog preduzeća druge Strane Ugovornice.

(3) Odredjeno ili odredjena preduzeća jedne Strane Ugovornice povinovaće se u svome finansiskom i komercijalnom poslovanju na teritoriji druge Strane Ugovornice zakonima i drugim propisima te Strane Ugovornice.

(4) Prilikom kupovanja karata, bilo u Ujedinjenom Kraljevstvu ili u Federativnoj Narodnoj Republici Jugoslaviji, putnici su slobodni u izboru linije odredjenih preduzeća bilo koje Strane Ugovornice.

(5) Nezavisno od odredaba u stavu (2) ovog člana, vize za posade i pomoćno osoblje vazduhoplova koji vrše saobraćaj na ugovorenim linijama biće izdane unapred sa važnošću od najmanje šest meseci, i to u broju koji odgovara potrebama svakog preduzeća. Ove vize, u granicama njihovog trajanja, važiće za više letova za i sa teritorije druge Strane Ugovornice.

(6) Svaka Strana Ugovornica dostavljajuće na zahtev druge Strane Ugovornice primerke odgovarajućih zakona i drugih propisa pomenutih u ovom članu.

#### ČLAN 7

Svaka Strana Ugovornica priznaće kao važeća uverenja o plovidbenosti vazduhoplova kao i letačke dozvole koja je izdala ili osnažila druga Strana Ugovornica.

Medjutim, svaka Strana Ugovornica može da za plovidbu iznad svoje teritorije ne prizna dozvole koje je bilo kojem njenom državljaninu izdala druga Strana Ugovornica.

#### ČLAN 8

Svaki vazduhoplov korišćen od odredjenih preduzeća koja obavljaju ugovoreni saobraćaj imaće oznake državljanstva i registracije i nosiće sledeća dokumenta:

- (1) uverenje o upisu;
- (2) uverenje o plovidbenosti;
- (3) odgovarajuće dozvole za svakog člana posade;
- (4) putnu knjigu ili odgovarajući drugi dokumenat;
- (5) dozvolu za upotrebu radiostanice na vazduhoplovu;
- (6) poimenični spisak putnika, ako ih nosi, i mesta njihovog ukrcanja i iskrcanja;
- (7) spisak tereta, ako ga nosi, sa odgovarajućim tovarnim listovima;
- (8) potrebnu dozvolu za prevoz specialne vrste robe.

#### ČLAN 9

(1) Naknade koje ubira jedna Strana Ugovornica za korišćenje vazduhoplovnih pristaništa i drugih vazduhoplovnih uređaja od strane vazduhoplova odredjenog ili odredjenih preduzeća druge Strane Ugovornice, ne mogu biti veće od naknada koje se inače ubiraju od inostranih vazduhoplova iste klase koji obavljaju sličan međunarodni vazdušni saobraćaj.

(2) Vazduhoplovi odredjenih preduzeća jedne Strane Ugovornice biće na teritoriji druge Strane Ugovornice privremeno oslobođeni carine, a shodno carinskim propisima te Strane Ugovornice. Gorivo, mazivo, rezervni delovi, kao i uobičajena oprema vazduhoplova i namirnice koji se nalaze i ostaju na vazduhoplovu prve Strane Ugovornice biće, po dolasku i napuštanju teritorije druge Ugovornice, oslobođeni od carine, kontrolnih taksa ili sličnih državnih ili lokalnih taksa i dažbina; bilo koje iskrcane količine ili vrste ovog materijala neće biti oslobođene carine sem ako to nije u saglasnosti sa carinskim propisima te Strane Ugovornice koja može zahtevati da se iskrcani materijal obavezno stavi pod carinski nadzor.

(3) Gorivo i mazivo ukrcani na teritoriji jedne Strane Ugovornice, rezervni delovi i uobičajena oprema vazduhoplova kao i namirnice koji se unose na tu teritoriju ili se ukrcavaju u vazduhoplove na toj teritoriji od strane ili za račun odredjenog ili odredjenih preduzeća druge Strane Ugovornice, a namenjeni su isključivo za upotrebu vazduhoplova tih preduzeća,—biće—u pogledu carina, kontrolnih taksa i drugih državnih ili lokalnih dažbina—tretirani ne manje povoljnije od postupka koji se primenjuje na sličnu robu unesenu na pomenutu teritoriju ili ukrcanu na vazduhoplove na toj teritoriji, a namenjenu upotrebi za ili na bilo kojem vazduhoplovu bilo kojeg inostranog preduzeća koje obavlja međunarodni vazdušni saobraćaj.

(4) Sav materijal o kome je reč u stavu (3) ovog člana može biti stavljen pod nadzor nadležnih carinskih vlasti.

#### ČLAN 10

(1) Tarife odredjenih preduzeća jedne Strane Ugovornice u prevozu za ili sa teritorije druge Strane Ugovornice utvrdiće se tako da budu umerene vodeći računa o svim bitnim činiocima kao što su troškovi eksploatacije,

umerena zarada, karakteristike saobraćaja (brzina i udobnost) i tarife drugih preduzeća. Tarife treba da se utvrde shodno narednim stavovima ovog člana.

(2) Odredjena preduzeća Strana Ugovornica sporazumeće se, ukoliko je to moguće, o tarifama na koje se odnosi stav (1) ovog člana, uključujući procenat koji pripada prodavcima prevoznih dokumenata, uz konsultovanje drugih preduzeća koja obavljaju saobraćaj, delimično ili u celini, na linijama ugovorenog saobraćaja; ovaj sporazum treba postići, ukoliko je to moguće, putem uobičajene procedure usvojene od strane preduzeća.

(3) Tako ugovorene tarife biće podnete na odobrenje vazduhoplovnim vlastima Strana Ugovornica najmanje 30 dana pre predloženog dana stupanja na snagu.

(4) Ako odredjena preduzeća ne mogu da postignu sporazum ni po jednoj od ovih tarifa, ili, ako iz nekog drugog razloga, neka tarifa ne može da se prihvati shodno odredbama stava (2) ovog člana, ili ako u roku od 15 dana od navedenih 30 dana iz stava (3) ovog člana jedna Strana Ugovornica stavi do znanja drugoj Strani Ugovornici da nije zadovoljna sa nekom utanačenom tarifom shodno odredbama stava (2) ovog člana, vazduhoplovne vlasti Strana Ugovornica pokušaće da sporazumno odrede tarife.

(5) Ako vazduhoplovne vlasti ne mogu odobriti bilo koju podnetu tarifu u smislu stava (3) ovog člana, ili odrediti bilo koju tarifu u smislu stava (4) ovog člana, nesporazum će se rešiti u smislu odredaba člana 16 ovog Sporazuma.

(6) Nijedna tarifa ne može stupiti na snagu ako ne zadovoljava vazduhoplovne vlasti bilo koje Strane Ugovornice, izuzev u slučaju koji predviđaju odredbe stava (5) člana 16 ovog Sporazuma.

(7) Tarife utvrdjene u saglasnosti sa odredbama ovog člana biće na snazi dok se ne utvrde nove tarife shodno odredbama ovog člana.

## ČLAN 11

Odredjena preduzeća jedne Strane Ugovornice dostavljaće vazduhoplovnim vlastima druge Strane Ugovornice svoje redove letenja na odobrenje sa gledišta bezbednosti i drugih tehničkih činilaca najmanje 30 dana pre stupanja redova letenja na snagu. U istom cilju, svaka izmena redova letenja dostavljaće se pomenutim vlastima u što je moguće kraćem roku, a u svakom slučaju ne kasnije od 48 časova pre stupanja izmene na snagu.

## ČLAN 12

Preporučeni i u praksi upotrebljavani medjunarodni standardi, procedure i kodeksi, koji se odnose na navigacione olakšice a primenjuju se na vazduhoplove i na medjunarodnu vazdušnu plovību, primenjivaće se, prilikom obavljanja ugovorenog saobraćaja, na teritoriji svake Strane Ugovornice a prema stvarnim mogućnostima.

## ČLAN 13

(1) Svaka Strana Ugovornica ukazaće vazduhoplovu druge Strane Ugovornice, koji se nadje u nevolji nad njenom teritorijom, pomoć koju bi ukazala u sličnim okolnostima sopstvenom vazduhoplovu.

(2) U slučaju prinudnog sletanja ili drugog udesa vazduhoplova jedne Strane Ugovornice na teritoriji druge Strane Ugovornice, vazduhoplovne



vlasti prve Strane Ugovornice obavestiće o tome bez odlaganja vazduhoplovne vlasti druge Strane Ugovornice i ukazaće potrebnu pomoć putnicima i posadi.

(3) Ako su prinudno sletanje ili drugi udes prouzrokovali smrt ili teže povrede ma kojeg lica, ili teže oštećenje vazduhoplova, vazduhoplovne vlasti Strane Ugovornice na čijoj se teritoriji desio udes preduzeće još i sledeće: —

- (a) sačuvaće dokazne činjenice i obezbediće vazduhoplov i njegovu sadržinu, uključujući poštu, prtljag i robu;
- (b) omogućiće odmah pristup vazduhoplovu opunomoćenim predstavnicima vazduhoplovnih vlasti druge Strane Ugovornice i opunomoćenim predstavnicima vlasnika vazduhoplova;
- (c) povešće izvidjanje okolnosti pod kojima se dogodio udes;
- (d) pružiće vazduhoplovnim vlastima druge Strane Ugovornice sve olakšice da im se omogući prisustvo kod izvidjanja.
- (e) ostaviće vazduhoplov i njegov sadržaj netaknute ako je to traženo od vazduhoplovnih vlasti druge Strane Ugovornice (ukoliko je to stvarno moguće) sve do dolaska predstavnika ovih vlasti;
- (f) oslobodiće vazduhoplov i njegov sadržaj čim ovi ne budu više potrebni za dalje izvidjanje;
- (g) poslaće vazduhoplovnim vlastima druge Strane Ugovornice izveštaj o izvidjanju u što je moguće kraćem roku.

#### ČLAN 14

Vazduhoplovne vlasti Strana Ugovornica treba da održavaju redovna i česta savetovanja radi tesne saradnje po svim pitanjima izvršenja ovog Sporazuma i njegova Priloga.

#### ČLAN 15

(1) Ako bilo koja Strana Ugovornica smatra poželjnim da izmeni bilo koju odredbu ovog Sporazuma, ona može u svako doba diplomatskim putem tražiti da odgovarajući pregovori između vazduhoplovnih vlasti Strana Ugovornica otpočnu najdalje 90 dana od dana ovog traženja, ili kasnije a prema dogovoru Strana Ugovornica. Ako Strane Ugovornice postignu sporazum o predloženim izmenama, takve izmene stupiće na snagu posle obavljene procedure predviđene članom 19 ovog Sporazuma.

(2) Ako vazduhoplovne vlasti jedne Strane Ugovornice smatraju poželjnim da izmene ili dopune bilo koju odredbu Priloga ovog Sporazuma, one mogu u svako doba tražiti od vazduhoplovnih vlasti druge Strane Ugovornice da pregovori o tome otpočnu najkasnije u roku od 60 dana od dana ovog traženja, ili kasnije a prema dogovoru vazduhoplovnih vlasti Strana Ugovornica. Ako vazduhoplovne vlasti postignu sporazum o predloženim izmenama ili dopunama, te izmene ili dopune stupiće na snagu, pod uslovom da nisu protivne principima utvrdjenim u ovom Sporazumu, izmenom diplomatskih nota između Strana Ugovornica.

(3) U slučaju eventualnog zaključenja neke opšte međunarodne konvencije o vazдушnom transportu, koja bi obavezivala Strane Ugovornice, ovaj Sporazum biće usaglašen sa odredbama te konvencije.

#### ČLAN 16

(1) U slučaju spora u pogledu tumačenja ili primene ovog Sporazuma ili njegova Priloga, Strane Ugovornice će najpre pokušati da taj spor reše putem pregovora.

(2) Ako Strane Ugovornice ne reše spor putem pregovora, ovaj može, na traženje bilo koje Strane Ugovornice, biti podnet na rešavanje jednom sudu od tri arbitra u kome će svaka Strana Ugovornica imenovati po jednog predstavnika, a ova dvojica izabraće trećeg arbitra. Svaka Strana Ugovornica treba da imenuje svog arbitra u jednom periodu od 60 dana od dana prijema diplomatskim putem obaveštenja od druge Strane Ugovornice o traženju arbitražnog rešenja spora, a treći arbitar biće imenovan u periodu od daljih 60 dana. Ako bilo koja Strana Ugovornica propusti da u označenom roku imenuje arbitra, ili ako treći arbitar ne bude imenovan u označenom roku, predsednik Medjunarodnog suda pravde biće umoljen od bilo koje Strane Ugovornice da imenuje arbitra ili arbitre, već prema tome kako to slučaj iziskuje.

U slučaju da je predsednik Medjunarodnog suda pravde državljanin neke Strane Ugovornice, potpredsednik Suda izvršiće to imenovanje ili, ako je on državljanin neke od Strana Ugovornica, jedan od članova Suda.

(3) Arbitražni sud će utvrditi svoju proceduru, a svoje rešenje donosi većinom glasova.

(4) Svaka Strana Ugovornica snosi troškove svog arbitra. Ostale troškove arbitražnog suda Strane Ugovornice snosiće podjednako.

(5) Strane Ugovornice se obavezuju da će se povinovati svakom rešenju o kome je reč u stavu (3) ovog člana.

#### ČLAN 17

Svaka Strana Ugovornica može u svako doba obavestiti drugu Stranu Ugovornicu o svojoj želji da otkáže ovaj Sporazum. Ako je takvo obaveštenje dato, ovaj Sporazum će prestati da važi dvanaest meseci od dana kada druga Strana Ugovornica primi obaveštenje, ukoliko obaveštenje o otkazu nije sporazumno povučeno pre isteka ovog roka.

#### ČLAN 18

Ovaj Sporazum zamenjuje sve ranije aranžmane između Strana Ugovornica koji se odnose na vazdušni saobraćaj.

#### ČLAN 19

Ovaj Sporazum biće ratifikovan i ratifikacioni instrumenti biće izmenjeni u Beogradu što je moguće pre. Sporazum će stupiti na snagu na dan izmene ratifikacionih instrumenata, a privremeno će se primenjivati od datuma potpisa.

U potvrdu čega su dole potpisani opunomoćenici, propisno ovlašćeni od svojih Vlada, potpisali ovaj Sporazum.

Sačinjeno u Londonu trećeg februara hiljadu devedestdevete godine u dva originalna primerka i to na engleskom i srpskohrvatskom jeziku, pri čemu je svaki tekst podjednako autentičan.

Za Vladu Ujedinjenog Kraljevstva  
Velike Britanije i Severne Irske:

SELWYN LLOYD.

Za Vladu Federativne Narodne  
Republike Jugoslavije:

BATRIĆ JOVANOVIĆ.

## PRILOG

### SPORAZUMU IZMEDJU VLADE UJEDINJENOG KRALJEVSTVA VELIKE BRITANIJE I SEVERNE IRSKE I VLADE FEDERATIVNE NARODNE REPUBLIKE JUGOSLAVIJE O VAZDUŠNOM SAOBRAĆAJU OD 3 FEBRUARA 1959 GODINE

#### DEO I

Linije na kojima će vršiti saobraćaj određeno ili određena preduzeća  
Ujedinjenog Kraljevstva

1	2	3
Mesta odlaska (jedno ili više od sledećih mesta u UK)	Mesta medjusletanja (jedno ili više od sledećih) Zirich ili jedno drugo mesto koje će se ugovoriti	Mesta na teritoriji FNRJ Beograd

Odredjeno ili određena preduzeća Ujedinjenog Kraljevstva imaće pravo da kod obavljanja ugovorenog saobraćaja na gore navedenoj liniji: —

- (a) iskrcavaju na teritoriji FNR Jugoslavije putnike, robu i poštu, ukrcanu na teritoriji Ujedinjenog Kraljevstva i na teritorijama drugih zemalja;
- (b) ukrcavaju na teritoriji FNR Jugoslavije putnike, robu i poštu za teritoriju Ujedinjenog Kraljevstva i za teritorije drugih zemalja.

Shodno članu 14 ovog Sporazuma, vazduhoplovne vlasti Federativne Narodne Republike Jugoslavije mogu zahtevati savetovanje sa vazduhoplovnim vlastima Vlade Ujedinjenog Kraljevstva da bi se obezbedilo da ponudjeni kapacitet od strane određenog britanskog preduzeća između Beograda i tačaka na liniji izvan teritorije Ujedinjenog Kraljevstva bude u saglasnosti sa odredbama člana 4 ovog Sporazuma.

## DEO II

### Linije na kojima će vršiti saobraćaj određeno ili određena preduzeća Federativne Narodne Republike Jugoslavije

1	2	3
Mesta odlaska (jedno ili više od sledećih mesta u FNRJ)	Mesta medjusletanja (jedno ili više od sledećih) Biće ugovorena	Mesta na teritoriji UK London

Odredjeno ili određena preduzeća Federativne Narodne Republike Jugoslavije imaće pravo da kod obavljanja ugovorenog saobraćaja na gore navedenoj liniji: —

- (a) iskrcavaju na teritoriji Ujedinjenog Kraljevstva putnike, robu i poštu ukrcanu na teritoriji FNR Jugoslavije i na teritorijama drugih zemalja;
- (b) ukrcavaju na teritoriji Ujedinjenog Kraljevstva putnike, robu i poštu za teritoriju FNR Jugoslavije i za teritorije drugih zemalja.

Shodno članu 14 ovog Sporazuma vazduhoplovne vlasti Ujedinjenog Kraljevstva Velike Britanije i Severne Irske mogu zahtevati savetovanje sa vazduhoplovnim vlastima Federativne Narodne Republike Jugoslavije da bi se obezbedilo da ponudjeni kapacitet od strane određenog jugoslovenskog preduzeća između Londona i tačaka na liniji izvan teritorije FNR Jugoslavije bude u saglasnosti sa odredbama člana 4 ovog Sporazuma.

*London, 3 februara 1959 godine.*

S. L.

B. JVC.