



Treaty Series No. 26 (1996)

Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Republic of Slovenia

concerning Scheduled Air Services

London, 8 November 1994

[The Agreement entered into force on 20 March 1995]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
February 1996*

LONDON : HMSO

£5.00

**AGREEMENT
BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA
CONCERNING SCHEDULED AIR SERVICES**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Slovenia hereinafter referred to as "the Contracting Parties":

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944¹;

Desiring to conclude an Agreement supplementary to the said Convention for the purpose of establishing air services between their respective territories;

Have agreed as follows:

ARTICLE 1

Definitions

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

- (a) The term "the Chicago Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944 and includes: (i) any amendment thereto which has entered into force under Article 94(a) thereof and has been ratified by both Contracting Parties; and (ii) any Annex or any amendment thereto adopted under Article 90 of that Convention, insofar as such amendment or annex is at any given time effective for both Contracting Parties;
- (b) the term "aeronautical authorities" means in the case of the United Kingdom, the Secretary of State for Transport, and for the purpose of Article 7, the Civil Aviation Authority and in the case of Slovenia, the Ministry of Transport and Communications, Civil Aviation Authority, or, in both cases, any person or body who may be authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;
- (c) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;
- (d) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Chicago Convention;
- (e) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Chicago Convention;
- (f) the term "this Agreement" includes the Annex hereto and any amendments to it or to this Agreement.

ARTICLE 2

Applicability of the Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Chicago Convention insofar as those provisions are applicable to international air services.

ARTICLE 3

Grant of Rights

- (1) Each Contracting Party grants to the other Contracting Party the following rights in respect of its 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.

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

(2) Each Contracting Party grants to the other Contracting Party the rights hereinafter specified in this Agreement for the purpose of operating international air services on the routes specified in the appropriate Section of the Schedule annexed to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. 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 designated airlines of one Contracting Party the right to take 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.

(4) If because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

ARTICLE 4

Designation of and Authorisation of Airlines

(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 and to withdraw or alter such designations.

(2) On receipt of such a designation the other Contracting Party shall, subject to the provisions of paragraph (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisations.

(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 to the operation of international air services by such authorities in conformity with the provisions of the Chicago Convention.

(4) Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3(2) of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

(5) When an airline has been so designated and authorised it may begin to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

Revocation or Suspension of Operating Authorisations

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 3(2) of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of those rights:

(a) 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 such Contracting Party; or

- (b) in the case of failure by that airline to comply with the laws or regulations normally and reasonably applied by the Contracting Party granting those rights; or
 - (c) if the airline 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 right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 6

Operation of Agreed Services

- (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 designated 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 a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and/or cargo, including mail, coming from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo, including mail, both taken on board and discharged 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 agreed service 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 7

Tariffs

- (1) (a) The term "tariff" means:
- (i) the price to be charged for the carriage of passengers, baggage or cargo (excluding mail);
 - (ii) the additional goods, services or other benefits to be furnished or made available in conjunction with such carriage or as a matter which is incidental thereto or consequential thereon; and
 - (iii) the prices to be charged for such additional goods, services or benefits;
- and includes the conditions that are to govern the applicability of any such price and the furnishing or availability of any such goods, services or benefits;
- (iv) the rate of commission paid by an airline to an agent in respect of tickets sold or air waybills completed by that agent for carriage on scheduled air services;

- (b) Where fares or rates differ according to the season, day of the week or time of the day on which a flight is operated, the direction of travel or according to some other factor, each different fare or rate shall be regarded as a separate tariff whether or not it has been filed separately with the related conditions with the relevant authorities.
- (2) The tariffs to be charged by the designated airlines for carriage between the territories of the two Contracting Parties shall be established at reasonable levels due regard being paid to all relevant factors, including the interests of users, cost of operation, reasonable profit and market considerations. These tariffs may be agreed by consultation between the designated airlines seeking approval of the tariff. However, a designated airline shall not be precluded from filing any proposed tariff, nor the aeronautical authorities from approving it, if that airline shall have failed to seek or obtain the agreement of the other designated airline or airlines.
- (3) The aeronautical authorities of both countries shall apply the following provisions for the approval of tariffs to be charged by airlines of either country for carriage between a point in one country and a point in the other country:
- (a) any proposed tariff to be charged for carriage between the two countries shall be filed by or on behalf of the designated airline concerned with both aeronautical authorities at least 30 days (or such shorter period as both aeronautical authorities may agree) before it is proposed that the tariff will take effect;
- (b) a tariff so filed may be approved at any time by the aeronautical authorities. However, subject to the next two following sub-paragraphs, any such tariff shall be treated as having been approved 21 days after the day on which the filing was received unless the aeronautical authorities of both countries have informed each other in writing within 20 days of the filing being received by them that they do not approve the proposed tariff;
- (c) nothing in paragraph (b) above shall prevent the aeronautical authorities of either country from unilaterally disallowing any tariff filed by one of its own designated airlines. However, such unilateral action shall be taken only if it appears to those authorities either that a proposed tariff is excessive or that its application would constitute anti-competitive behaviour likely to cause serious damage to another airline or other airlines;
- (d) if the aeronautical authorities of either country consider either that a proposed tariff filed with them by a designated airline of the other country is excessive or that its application would constitute anti-competitive behaviour likely to cause serious damage to another airline or other airlines they may, within 20 days of receiving the filing, request consultations with the aeronautical authorities of the other country. Such consultations shall be completed within 21 days of being requested and the tariff shall take effect at the end of that period unless the authorities of both countries agree otherwise;
- (e) in the event that a tariff which has come into effect in accordance with the provisions above is considered by the aeronautical authorities of one country to be causing serious damage to another airline or other airlines on a particular route or routes, those aeronautical authorities may request consultations with the aeronautical authorities of the other country. Such consultations shall be completed within 21 days of being requested unless the authorities of both countries agree otherwise.
- (4) Each tariff established in accordance with the above provisions of this Article shall remain in force until it has been replaced by a new tariff established in accordance with the provisions of this Article or withdrawn by the designated airline concerned. Unless otherwise agreed by both Contracting Parties, however, a tariff shall not have its validity extended by virtue of this paragraph for more than twelve (12) months after the date on which it would otherwise have expired.
- (5) The tariffs to be charged by a designated airline of one country for carriage between the territory of the other country and a third state shall be filed for the approval of the aeronautical authorities of the other country. Each tariff filed shall be given approval if it is identical in level, conditions and date of expiry to a tariff currently approved by those aeronautical authorities and applied by a designated

airline of that other country for carriage between its territory and that of a third state, provided that those aeronautical authorities may withdraw their approval if the tariff being matched is discontinued for any reason, or may vary the terms of the approval to correspond to any approved variation in the tariff being matched.

ARTICLE 8

Exemption from Duties and Taxes

(1) Aircraft operated in international air services by the designated airline or airlines of either Contracting Party shall be relieved from all customs duties, national excise taxes and similar national fees, as shall:

- (a) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party:
 - (i) repair, maintenance and servicing equipment and component parts;
 - (ii) passenger handling equipment and component parts;
 - (iii) cargo-loading equipment and component parts;
 - (iv) security equipment including component parts for incorporation into security equipment;
 - (v) instructional material and training aids; and
- (b) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party or supplied to a designated airline of one Contracting Party in the territory of the other Contracting Party:
 - (i) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the territory of the other Contracting Party;
 - (ii) fuel, lubricants and consumable technical supplies;
 - (iii) spare parts including engines;

provided in each case that they are for use on board an aircraft or within the limits of an international airport in connection with the establishment or maintenance of an international air service by the designated airline concerned.

(2) The relief from customs duties, national excise taxes and similar national fees shall not extend to charges based on the cost of services provided to the designated airlines of a Contracting Party in the territory of the other Contracting Party.

(3) Equipment and supplies referred to in paragraph (1) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The reliefs provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1) of this Article, provided such other airline or airlines similarly enjoy such reliefs from such other Contracting Party.

ARTICLE 9

Aviation Security

(1) The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm that their obligations to each other to provide for the security of civil aviation against acts of unlawful interference (and in particular their obligations under the Chicago Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963¹, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on

¹ Treaty Series No. 126 (1969), Cmnd. 4230.

16 December 1970¹ and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971)² form an integral part of this Agreement.

(2) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

(3) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security Standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organisation and designated as Annexes to the Chicago Convention; and shall require that operators of aircraft of their registry, operators who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory, act in conformity with such aviation security provisions. In this paragraph the reference to aviation security Standards includes any difference notified by the Contracting Party concerned. Each Contracting Party shall give advance information to the other of its intention to notify any difference.

(4) Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet increases in the threat. Each Contracting Party agrees that its airlines may be required to observe the aviation security provisions referred to in paragraph (3) of this Article required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall also act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(5) When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate as rapidly as possible commensurate with minimum risk to life such incident or threat.

(6) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party. Failure by the Contracting Parties to reach a satisfactory resolution of the matter within 15 days from the date of receipt of such request shall constitute grounds for withholding, revoking, limiting or imposing conditions on the operating authorisations or technical permissions of an airline or airlines of the other Contracting Party. When justified by an emergency, a Contracting Party may take interim action prior to the expiry of 15 days.

ARTICLE 10

Provision of Statistics

The aeronautical authorities of a 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 Contracting Party referred to first in this Article. 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.

¹ Treaty Series No. 39 (1972), Cmnd. 4956.

² Treaty Series No. 10 (1974), Cmnd. 5524.

ARTICLE 11

Transfer of Earnings

Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted without restrictions at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

ARTICLE 12

Airline Representation and Sales

(1) The designated airline or airlines of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air services.

(2) The designated airlines of each Contracting Party shall have the right to engage in the sale of air transportation in the area of the other Contracting Party, either directly or through agents appointed by the designated airlines. The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation in local currency or in any freely convertible other currency.

ARTICLE 13

User Charges

(1) The term "user charges" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crews, passengers and cargo.

(2) A Contracting Party shall not impose or permit to be imposed on the designated airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

ARTICLE 14

Consultation

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with this Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of 60 days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

ARTICLE 15

Settlement of Disputes

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

(2) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on or, at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:

- (a) within 30 days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within 60 days of the appointment of the second;
- (b) if within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the International Court of Justice to make the necessary appointment within 30 days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.
- (3) Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 30 days after the tribunal is fully constituted.
- (4) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within 45 days after the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its direction, within 30 days after replies are due.
- (5) The tribunal shall attempt to give a written decision within 30 days after completion of the hearing or, if no hearing is held, 30 days after the date both replies are submitted. The decision shall be taken by a majority vote.
- (6) The Contracting Parties may submit requests for clarification of the decision within 15 days after it is received and such clarification shall be issued within 15 days of such request.
- (7) The decision of the tribunal shall be binding on the Contracting Parties.
- (8) Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses incurred by the President or Vice-President of the International Court of Justice in implementing the procedures in paragraph (2)(b) of this Article.

ARTICLE 16

Amendment

Any amendments of this Agreement agreed by the Contracting Parties shall come into effect when confirmed by an Exchange of Notes.

ARTICLE 17

Termination

Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. This Agreement shall terminate twelve months after the expiry of the airline operating season during which such notice is received by the other Contracting Party, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received 14 days after receipt of the notice by the International Civil Aviation Organisation.

ARTICLE 18

Entry into Force

This Agreement shall be applied provisionally from the date of its signature and shall enter into force¹ when the Contracting Parties have notified each other of the fulfilment of their respective constitutional formalities.

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

Done, in duplicate at London this Eighth day of November 1994 in the English and Slovenian languages, both texts being equally authoritative.

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

For the Government of the Republic of
Slovenia:

MICHAEL HESELTINE

MATJAZ SINKOVEC

¹ The Agreement entered into force on 20 March 1995.

ANNEX

Route Schedule

Section 1

Routes to be operated by the designated airline or airlines of the United Kingdom:
Points in the United Kingdom—intermediate points—points in Slovenia.

Notes:

1. The routes may be operated in either direction.
2. The designated airline or airlines of the United Kingdom may on any or all flights omit calling at any of the above mentioned points provided that the agreed services on these routes begin at a point in the territory of the United Kingdom.
3. No traffic may be picked up at any intermediate point to be set down at points in Slovenia, and vice versa, except as may from time to time be agreed by the aeronautical authorities of the Contracting Parties. This restriction also applies to all forms of stop-over traffic.

Section 2

Routes to be operated by the designated airline or airlines of Slovenia:
Points in Slovenia—intermediate points—points in the United Kingdom.

Notes:

1. The routes may be operated in either direction.
2. The designated airline or airlines of Slovenia may on any or all flights omit calling at any of the above mentioned points provided that the agreed services on these routes begin at a point in the territory of Slovenia.
3. No traffic may be picked up at any intermediate point to be set down at points in the United Kingdom, and vice versa, except as may from time to time be agreed by the aeronautical authorities of the Contracting Parties. This restriction also applies to all forms of stop-over traffic.

SPORAZUM

MED

VLADO ZDRUŽENEGA KRALJESTVA
VELIKE BRITANIJE IN SEVERNE IRSKE

IN

VLADO REPUBLIKE SLOVENIJE

O REDNEM ZRAČNEM PROMETU

Vlada Združenega kraljestva Velike Britanije in Severne Irske in

Vlada Republike Slovenije

(v nadaljnjem besedilu: pogodbenici)

kot pogodbenici Konvencije o mednarodnem civilnem letalstvu,
ki je bila odprta za podpis v Chicagu 7. decembra 1944,
v želji, da ob omenjeni Konvenciji skleneta dodatni sporazum
z namenom vzpostaviti zračni promet med njunima ozemljema,
sta se dogovorili o naslednjem :

1. člen DEFINICIJE

Izrazi v tem sporazumu, razen če iz konteksta izhaja drugače, imajo naslednji pomen:

- a) "Chicaška konvencija" pomeni Konvencijo o mednarodnem civilnem letalstvu, ki je bila odprta za podpis v Chicagu 7. decembra 1944 in vključuje : (I) vsako spremembo, ki je postala veljavna v skladu z določili 94.a člena in ki sta jo ratificirali obe pogodbenici; in (II) vsako prilogo ali vsako spremembo, sprejeto v skladu z 90. členom te konvencije, v kolikor taka sprememba ali priloga kadarkoli velja za obe pogodbenici;
- b) "letalske oblasti" pomeni za Združeno kraljestvo, Državnega sekretarja za promet in za naloge iz 7. člena civilno letalsko oblast, in za Republiko Slovenijo Ministrstvo za promet in zveze, Republiško upravo za zračno plovbo ali v obeh primerih katerokoli osebo ali telo pooblaščen za opravljanje katerihkoli nalog, ki jih sedaj opravljajo zgoraj omenjene oblasti ali podobne službe;
- c) "določeni prevoznik" pomeni prevoznika v zračnem prometu, ki je bil določen in pooblaščen v skladu s 4. členom tega sporazuma;
- d) "ozemlje" v državnem smislu ima pomen naveden v 2. členu Chicaške konvencije;
- e) "zračni promet", "mednarodni zračni promet", "prevoznik", "pristanek v nekomercialne namene" imajo pomen, ki je zanje določen v 96.členu Chicaške konvencije;
- f) "sporazum" pomeni tudi prilogo k sporazumu in katerokoli spremembo priloge ali sporazuma.

2. člen UPORABA CHICAŠKE KONVENCIJE

Določila tega sporazuma so odvisna od določil Chicaške konvencije v tisti meri, v kateri se ta določila nanašajo na mednarodni zračni promet.

3. člen PROMETNE PRAVICE

1. Vsaka pogodbenica prizna drugi pogodbenici naslednje pravice glede njenega mednarodnega zračnega prometa:
 - a) pravico preleta čez njeno ozemlje brez pristanka;
 - b) pravico do pristanka na njenem ozemlju v nekomercialne

2. Vsaka pogodbenica prizna drugi pogodbenici pravice, določene v nadaljevanju tega sporazuma, za opravljanje mednarodnega zračnega prometa na progah, ki so določene v ustreznem delu pregleda prog, ki je priloga tega sporazuma. Ta promet in te proge se v nadaljnjem besedilu imenujejo "dogovorjeni promet" in "določene proge". Pri opravljanju dogovorjenega prometa na določeni progi imajo določeni prevozniki v zračnem prometu vsake pogodbenice poleg pravic, določenih v 1. odstavku tega člena, pravico do pristanka na ozemlju druge pogodbenice v krajih, določenih za to progo v pregledu prog, z namenom vkrcati in izkrcati potnike in tovor, vključno s pošto.
3. Nobeno določilo 2. odstavka tega člena ne daje določenemu prevozniku ene pogodbenice pravice, da na ozemlju druge pogodbenice za najem ali plačilo vkrcata potnike in tovor, vključno s pošto, namenjene v kakšen drug kraj na ozemlju te druge pogodbenice.
4. Če določeni prevoznik ene pogodbenice zaradi oboroženih spopadov, političnih nemirov ali dogodkov ali posebnih in neobičajnih okoliščin ne more normalno opravljati prometa, si bo druga pogodbenica po najboljših močeh prizadevala omogočiti nadaljevanje takega prometa z ustreznimi začasnimi preureditvami prog.

4. Člen DOLOČITEV IN IZDAJA DOVOLJENJ PREVOZNIKOM

1. Vsaka pogodbenica ima pravico pisno določiti in sporočiti drugi pogodbenici enega ali več zračnih prevoznikov za opravljanje dogovorjenega prometa na določenih progah in umakniti ali spremeniti takšne določitve.
2. Po prejemu obvestila o določitvi bo druga pogodbenica pod pogoji, določenimi v tretjem in četrtem odstavku tega člena, brez odlašanja izdala določenemu prevozniku ali prevoznikom ustrezno dovoljenje za opravljanje prometa.
3. Letalske oblasti ene pogodbenice lahko od določenega prevoznika, ki ga je določila druga pogodbenica zahtevajo, naj dokaže, da izpolnjuje pogoje, določene v zakonih in predpisih, ki jih običajno in razumno uporabljajo omenjene oblasti glede opravljanja mednarodnega zračnega prometa v skladu z določili Chicaške konvencije.
4. Vsaka pogodbenica ima pravico odkloniti izdajo dovoljenj za opravljanje prometa iz 2. odstavka tega člena ali naložiti pogoje, ki so po njenem mnenju potrebni za uveljavitev pravic določenega prevoznika, določenih v 2. odstavku 3. člena

tega sporazuma, če omenjena pogodbenica nima dokazov, da je druga pogodbenica ali njeni državljani večinski lastnik in imajo dejanski nadzor nad določenim prevoznikom.

5. Ko je prevoznik tako določen in mu je bilo izdano dovoljenje, lahko prične opravljati dogovorjeni promet pod pogojem, da izpolnjuje tista določila tega sporazuma, ki se nanj nanašajo.

5. člen PREKLIC ALI ZAČASNA RAZVELJAVITEV DOVOLJENJA ZA
OPRAVLJANJE PROMETA

1. Vsaka pogodbenica ima pravico preklicati dovoljenje za opravljanje prometa ali ustaviti uresničevanje pravic, določenih v 2. odstavku 3. člena tega sporazuma, določenemu prevozniku druge pogodbenice ali določiti take pogoje, ki se ji zdijo potrebni za izvrševanje teh pravic:
 - a) v vsakem primeru, kadar nima dokazov, da ima druga pogodbenica ali njeni državljani večinski delež lastništva in dejanski nadzor nad določenim prevoznikom; ali
 - b) v primeru, če prevoznik ne spoštuje zakonov in predpisov, ki jih običajno in razumno določa pogodbenica, ki je te pravice dala ; ali
 - c) če prevoznik v drugih pogledih ne opravlja prometa pod pogoji, določenimi v tem sporazumu.
2. Razen če je takojšen preklic ali ustavitev izvrševanja ali uveljavitev pogojev navedenih v 1. odstavku tega člena nujen za preprečitev nadaljnjega kršenja zakonov in predpisov, bo ta pravica uporabljena le po posvetovanju z drugo pogodbenico.

6. člen OPRAVLJANJE DOGOVORJENEGA PROMETA

1. Določeni prevozniki obeh pogodbenic imajo primerne in enake možnosti za opravljanje dogovorjenega prometa na določenih progah med njunima ozemljema.
2. Pri opravljanju dogovorjenega prometa bodo določeni prevozniki ene pogodbenice upoštevali interese določenih prevoznikov, ki jih je določila druga pogodbenica, da ne bi prekomerno vplivali na promet, ki ga slednji zagotavljajo na celotnih ali delih istih prog.

3. Dogovorjeni promet, ki ga opravljajo določeni prevozniki pogodbenic, bo ustrezal javnim potrebam po prevozu na določenih progah in bo imel za prvi cilj zagotovitev kapacitete, ki bo ustrezala trenutnemu in razumno predvidljivemu povpraševanju po prevozu potnikov in/ali tovora, vključno s pošto, ki prihaja ali je namenjen na ozemlje pogodbenice, ki je prevoznika določila. Pogoji za prevoz potnikov in tovora, vključno s pošto, tako za vkrcanje kot za izkrcanje v krajih na določenih progah na ozemljih držav, razen države, ki je določila prevoznika, bodo določeni v skladu s splošnimi načeli, tako da bo kapaciteta povezana s:

- a) potrebami po prometu na ozemlje in z ozemlja pogodbenice, ki je določila prevoznika;
- b) potrebami po prometu na območju, skozi katero dogovorjeni promet poteka, ob upoštevanju drugih prometnih storitev, ki so jih uvedli prevozniki držav, ki sestavljajo to območje;
- c) potrebami celotne operacije prevoznika.

7. člen TARIFE

1. a) Izraz "tarifa " pomeni :

- I. ceno, ki se zaračuna za prevoz potnikov, prtljage ali tovora (razen pošte);
- II. dodatne dobrine, storitve ali druge koristi, ki naj se dobavijo ali dajo na voljo v zvezi s takim prevozom, ali so njegov sestavni del ali posledica;
- III. cene, ki naj se zaračunajo za take dodatne dobrine, storitve ali koristi;

in vsebuje pogoje, ki naj določajo primernost vsake take cene in dobavo ali zagotovitev takih dobrin, storitev ali koristi;

IV. višino provizije, ki jo plača prevoznik agentu za prodane letalske vozovnice ali tovarne liste, ki jih je agent izdal za prevoz v rednem zračnem prometu.

b) Kjer se prevozne cene ali takse razlikujejo glede na sezono, dan v tednu ali čas v dnevu, v katerem je let izveden, smeri potovanja ali glede na kakšen drug dejavnik, se bo vsaka različna cena ali taksa obravnavala kot posebna tarifa, ne glede na to ali je bila skupaj s pripadajočimi pogoji posebej predložena v odobritev pristojnim organom.

2. Tarife, ki jih zaračunavajo določeni prevozniki za prevoz med ozemljema pogodbenic, bodo določene na primernem nivoju, pri čemer bodo upoštevani vsi relevantni dejavniki, vključno z interesi uporabnikov, poslovnimi stroški, primernim dobičkom in razmerami na trgu. Te tarife so lahko dogovorjene s konzultacijami med določenimi prevozniki, ki želijo potrditev tarif. Vsekakor pa določenemu prevozniku ne bo onemogočeno predložiti v odobritev katerekoli tarife, niti ne bo letalskim oblastem onemogočeno take tarife odobriti zaradi tega, ker ta prevoznik ni poskušal ali dobil soglasja drugega določenega prevoznika ali prevoznikov.
3. Letalske oblasti obeh držav bodo uporabljale naslednja določila za potrjevanje tarif, ki jih zaračunavajo prevozniki vsake od držav za prevoz med krajem v eni državi in krajem v drugi državi:
 - (a) Vsako predlagano tarifo, ki bi se zaračunavala za prevoz med dvema državama, bo določeni prevoznik ali kdo drug v njegovem imenu predložil v odobritev letalskim oblastem obeh držav najmanj 30 dni (ali krajši čas, za katerega se dogovorijo letalske oblasti) pred dnevom predlagane uveljavitve posamezne tarife.
 - (b) Tako predlagano tarifo lahko letalske oblasti kadarkoli odobrijo. Vendar pa se bo ob upoštevanju določil naslednjih dveh točk za vsako tako tarifo smatralo, da je bila odobrena 21 dni od dne, ko je bila vloga prejeta, razen če so letalske oblasti obeh držav pisno obvestile druga drugo v 20 dneh od dne, ko so vlogo prejele, da ne odobravajo predlagane tarife.
 - (c) Nič iz točke (b) ne bo preprečevalo letalskim oblastem vsake države, da enostransko ne odobri katerekoli tarife, ki jo je vložil prevoznik, ki so ga same določile. Vendar pa bo taka enostranska akcija uporabljena le, če te oblasti menijo, da je predlagana tarifa ali pretirana ali da bi njena uvedba predstavljala protikonkurenčno ravnanje, ki bi lahko povzročilo resno škodo drugemu prevozniku ali prevoznikom.
 - (d) Če letalske oblasti ene od držav menijo, da je tarifa, ki jo je predložil določeni prevoznik druge države, pretirana ali da bi njena uvedba predstavljala protikonkurenčno ravnanje, ki bi lahko povzročilo resno škodo drugemu prevozniku ali prevoznikom, lahko zahtevajo posvetovanje z letalskimi oblastmi druge države v 20 dneh po prejemu vloge. Tako posvetovanje mora biti končano v 21 dneh od dne, ko je bilo zahtevano, in tarife bodo pričele veljati po preteku tega roka, razen če so se letalske oblasti držav drugače dogovorile.
 - (e) V primeru če letalske oblasti ene države menijo, da tarifa, ki je pričela veljati v skladu z zgoraj navedenimi določili, povzroča resno škodo drugemu prevozniku

ali prevoznikom na določeni progi ali progah, lahko zahtevajo posvetovanja z letalskimi oblastmi druge države. Tako posvetovanje mora biti končano v 21 dneh od dneva, ko je bilo zahtevano, razen če se letalske oblasti obeh držav dogovorijo drugače.

4. Vsaka tarifa, določena v skladu z zgoraj navedenimi določili tega člena, ostane veljavna, dokler je ne nadomesti nova tarifa, uvedena v skladu z določili tega člena, ali dokler je določeni prevoznik ne prekliče. Zaradi določil tega odstavka veljavnost tarife ne bo podaljšana več kot za 12 mesecev od dneva, ko bi drugače prenehala veljati, razen če se pogodbenici drugače dogovorita.
5. Tarife, ki jih bo zaračunaval določeni prevoznik ene pogodbenice za prevoz med ozemljem druge pogodbenice in tretje države, bodo predložene v odobritev letalskim oblastem druge pogodbenice. Odobrena bo vsaka predložena tarifa, ki bo glede višine, pogojev in datuma prenehanja veljavnosti identična s tarifo, ki bo takrat odobrena s strani teh letalskih oblasti in jo bo uporabljal določeni prevoznik te druge države za prevoz med njenim ozemljem in ozemljem tretje države, pod pogojem da lahko letalske oblasti umaknejo svojo odobritev, če je primerjalna tarifa iz kateregakoli razloga prenehala veljati ali lahko spremenijo pogoje odobritve, da bodo le ti ustrezali katerikoli odobreni spremembi v primerjalni tarifi.

8. člen OPROSTITEV CARIN, DAVŠČIN IN TAKS

1. Letala, ki jih uporabljajo v mednarodnem zračnem prometu določeni prevozniki obeh pogodbenic, bodo oproščena vseh carinskih dajatev, državnih taks in podobnih državnih davščin. Iste olajšave veljajo za:
 - a) naslednje predmete, ki jih določeni prevoznik ene pogodbenice pripelje na ozemlje druge pogodbenice:
 - I. oprema za popravilo, vzdrževanje in servisiranje ter sestavni deli;
 - II. oprema za delo s potniki in sestavni deli;
 - III. oprema za vkrcavanje tovora in sestavni deli;
 - IV. varnostna oprema, vključno s sestavnimi deli za vgradnjo v varnostno opremo;
 - V. pripomočki za učenje in urjenje; in

b) naslednje predmete, ki jih določeni prevoznik ene pogodbenice pripelje na ozemlje druge pogodbenice ali so določenemu prevozniku ene pogodbenice dobavljeni na ozemlju druge pogodbenice:

I. zaloge na letalu (vključno z, vendar ne omejeno na predmete, kot so hrana, pijača, tobak), če so pripeljane, vkrcane oz. vzete na letalo na ozemlju druge pogodbenice;

II. gorivo, maziva in potrošni tehnični material;

III. rezervni deli, vključno z motorji;

pod pogojem, da so namenjeni samo za uporabo na krovu letala ali znotraj območja mednarodnega letališča v povezavi z uvedbo ali vzdrževanjem mednarodnega zračnega prometa s strani določenega prevoznika.

2. Oprostitev plačila carinskih dajatev, državnih taks in podobnih davščin ne velja za plačilo storitev, ki so določenemu prevozniku ene pogodbenice na razpolago na ozemlju druge pogodbenice.
3. Za opremo in zaloge, navedene v 1. odstavku tega člena, se lahko zahteva, da so pod nadzorom ali kontrolo pristojnih organov.
4. Oprostitev, določene v tem členu bodo veljale tudi, kadar določeni prevoznik ali prevozniki ene pogodbenice sklenejo dogovor z drugim prevoznikom ali prevozniki o najemu ali prevozu predmetov, navedenih v 1. odstavku tega člena, na ozemlju druge pogodbenice, pod pogojem, da ta drugi prevoznik ali prevozniki uživajo podobne oprostitve s strani druge pogodbenice.

9. člen VARNOST ZRAČNE PLOVBE

1. Zagotavljanje varnosti za civilne zrakoplove, njihove potnike in posadke predstavlja temeljni predpogoj za opravljanje mednarodnega zračnega prometa in zato pogodbenici ponovno potrjujeta svojo medsebojno obveznost varovanja civilnega zračnega prometa pred dejanji nezakonitega vmešavanja (in še posebej svojo obveznost po Chicaški konvenciji, Konvenciji o kaznivih dejanjih in nekih drugih aktih, storjenih na letalih, sprejeti v Tokiu 14. septembra 1963, Konvenciji o zatiranju nezakonite ugrabitve zrakoplovov, sprejeti v Haagu 16. decembra 1970, in Konvenciji o zatiranju nezakonitih dejanj zoper varnost civilnega zrakoplovstva, sprejeti v Montrealu 23. septembra 1971), kar predstavlja sestavni del tega sporazuma.

2. Pogodbenici si bosta na zahtevo medsebojno pomagali, da bi preprečili nezakonite ugrabitve civilnih letal in druga nezakonita dejanja proti varnosti takih letal, njihovih potnikov in posadk, letališč in navigacijskih naprav ter vsako drugo ogrožanje varnosti civilne zračne plovbe.
3. Pogodbenici bosta v medsebojnih odnosih ravnali v skladu z letalskimi varnostnimi standardi in v tisti meri, v kateri veljajo za pogodbenici, s priporočenimi postopki, ki jih je določila Mednarodna organizacija civilnega letalstva in so opredeljeni v aneksih Chicaške konvencije; zahtevali bosta od letalskih družb, ki uporabljajo letala, vpisana v njenem registru, ali opravljajo pretežni del svojih dejavnosti ali imajo sedež na njenem ozemlju ter od letaliških podjetij na njenem ozemlju, da delujejo v skladu s takimi letalskimi varnostnimi predpisi. V tem odstavku vključuje izraz letalski varnostni standardi vsa odstopanja, ki jih je zadevna pogodbenica notificirala. Vsaka pogodbenica bo vnaprej seznanila drugo pogodbenico s tem, da namerava notificirati katerokoli odstopanje od standardov.
4. Vsaka pogodbenica mora zagotoviti, da se bodo na njenem ozemlju učinkovito izvajali ukrepi za varovanje zrakoplovov, za pregled potnikov in njihove ročne prtljage, da bodo opravljeni primerni pregledi posadke, tovora (vključno s prtljago) in zalog na letalu pred in med vkrcavanjem in natovarjanjem in da se bodo ti ukrepi prilagajali, če se bo nevarnost povečala. Pogodbenici se strinjata, da se od njihovih letalskih družb lahko zahteva, da morajo spoštovati letalske varnostne predpise, navedene v 3. odstavku tega člena, ki jih zahteva druga pogodbenica za vstop na, odhod z, oziroma dokler so letala na ozemlju te druge pogodbenice. Pogodbenici bosta z naklonjenostjo ravnali glede katerekoli zahteve druge pogodbenice za uvedbo razumnih posebnih varnostnih ukrepov zaradi določene grožnje.
5. V primeru nezakonite ugrabitve ali grožnje z ugrabitvijo oziroma drugih nezakonitih dejanj proti varnosti letal, potnikov in posadke, letališč ali navigacijskih naprav bosta pogodbenici pomagali druga drugi, s tem da bosta poskrbeli za komunikacije in druge ustrezne ukrepe, da bi se čim hitreje in ob sorazmerno minimalnem tveganju za življenje tak incident ali grožnja končala.
6. Kadar ena pogodbenica upravičeno meni, da druga pogodbenica ne ravna v skladu z določili tega člena, lahko zahteva takojšnje posvetovanje z drugo pogodbenico. V primeru, da pogodbenici ne najdeta ustrezne rešitve v 15 dneh od prejema take zahteve, predstavlja to razlog za zadržanje, odpoved, omejitev ali določitev pogojev na dovoljenju za opravljanje prometa ali tehničnem dovoljenju prevoznika ali prevoznikov druge pogodbenice. Kadar je to upravičeno zaradi nujnosti, lahko pogodbenica uporabi začasni ukrep pred potekom 15 dni.

10. člen ZAGOTAVLJANJE STATISTIČNIH PODATKOV

Letalske oblasti države pogodbenice bodo dajale letalskim oblastem druge države pogodbenice na njihovo zahtevo periodične ali drugačne statistične podatke, ki bi bili primerno zahtevani z namenom ponovno preveriti kapacitete, ki jih določeni prevozniki prve države zagotavljajo na dogovorjenih progah. Taki podatki bodo vsebovali vse zahtevane informacije, da bo mogoče določiti obseg prometa teh prevoznikov na dogovorjenih progah, izvor in namembni kraj tega prometa.

11. člen TRANSFER ZASLUŽKA

Vsak določeni prevoznik bo imel pravico na zahtevo zamenjati in poslati v svojo državo presežek prihodka nad lokalnimi stroški. Zamenjava in nakazilo bosta dovoljena brez omejitev po menjalnem tečaju, ki se uporablja za tekoče transakcije v času, ko so taki prihodki predloženi v zamenjavo in nakazilo, in ne bosta predmet nobenih taks, razen normalnih bančnih stroškov za zamenjavo in nakazilo.

12. člen PREDSTAVNIŠTVO PREVOZNIKA IN PRODAJA

1. Določeni prevoznik ali prevozniki ene pogodbenice lahko v skladu z zakoni in predpisi, ki se nanašajo na vstop, prebivališče in zaposlitev v drugi pogodbenici, pripeljejo in imajo na ozemlju te druge pogodbenice lastno vodilno, tehnično, operativno in drugo strokovno osebje, potrebno za opravljanje zračnega prometa.
2. Določeni prevozniki ene pogodbenice imajo pravico prodajati zračni prevoz na ozemlju druge pogodbenice, lahko direktno ali preko agentov, ki jih sami določijo. Določeni prevozniki imajo pravico tak prevoz prodajati in katerakoli oseba ga ima pravico kupiti v lokalni valuti ali v katerikoli drugi prosto konvertibilni valuti.

13. člen TAKSE UPORABNIKOV

1. Izraz "takse uporabnikov" pomeni takse, ki jih prevoznikom pristojni organi določijo ali dovolijo, da se določijo za uporabo letališke lastnine ali naprav za zračno plovbo, vključno s pripadajočimi storitvami in napravami za zrakovplove, njihovo posadko, potnike in tovor.

2. Pogodbenica ne bo uvedla ali dovolila, da se uvedejo za določene prevoznike druge pogodbenice takse uporabnikov, ki bi bile višje od tistih, ki so naložene lastnemu prevozniku, ki opravlja podoben mednarodni zračni promet.

14. člen POSVETOVANJA

Vsaka pogodbenica lahko kadarkoli zahteva posvetovanja glede uresničevanja, razlage, uporabe ali dopolnitve tega sporazuma ali ravnanja po določilih tega sporazuma. Taka posvetovanja, ki so lahko med letalskimi oblastmi, se morajo pričeti v 60. dneh od dneva, ko druga pogodbenica prejme pisno zahtevo, razen če se pogodbenici drugače dogovorita.

15. člen REŠEVANJE SPOROV

1. Če med pogodbenicama nastane kakršenkoli spor glede razlage ali uporabe tega sporazuma, ga bosta pogodbenici najprej skušali rešiti s pogajanjem.
2. Če pogodbenici ne uspeta rešiti spora s pogajanjem, ga lahko predložita neki osebi ali organu, za katerega se dogovorita, ali pa ga na zahtevo vsake pogodbenice predložita v odločitev sodišču treh arbitrov, ki se ustanovi na naslednji način:
 - a) v 30 dneh po prejemu zahtevka za arbitražo vsaka pogodbenica določi enega arbitra. Državljana neke tretje države, ki bo predsedoval arbitraži, bosta kot tretjega arbitra sporazumno določila prej imenovana arbitra v 60 dneh po imenovanju drugega od njiju;
 - b) če v zgoraj določenih rokih katerokoli imenovanje ni bilo opravljeno, lahko katerakoli pogodbenica zahteva od predsednika Meddržavnega sodišča, da v 30 dneh opravi potrebna imenovanja. Če je predsednik državljan ene od pogodbenic, opravi imenovanja po redu starešinstva najstarejši podpredsednik, ki iz tega razloga ni izključen.
3. Če ni v nadaljevanju tega člena drugače določeno ali če se pogodbenici drugače ne dogovorita, bo arbitraža določila svoje pristojnosti in svoj poslovnik. Po navodilih arbitraže ali na zahtevo katerokoli pogodbenice bo najkasneje v 30 dneh po konstituiranju arbitraže sklicano posvetovanje, da se točno določijo predmet arbitraže in potrebni postopki.
4. Razen če se pogodbenici drugače dogovorita ali to predpiše arbitraža, bo vsaka pogodbenica v 45 dneh po konstituiranju

arbitraže predložila svoje stališče. Odgovori morajo biti dani v naslednjih 60 dneh. Arbitraža bo opravila obravnavo na zahtevo katerekoli pogodbenice ali po lastni presoji v 30 dneh po poteku roka za predložitev odgovorov.

5. Arbitraža se bo trudila pripraviti pisno odločitev v 30 dneh po zaključeni obravnavi ali, če obravnave ni, v 30 dneh od dneva, ko sta bila predložena oba odgovora. Odločitev se sprejme z večino glasov.
6. Pogodbenici lahko v 15 dneh po prejemu vložitva zahtevo za pojasnitev odločitve in tako pojasnilo bo izdano v 15 dneh po prejemu zahtevka.
7. Odločitev arbitraže bo za pogodbenici obvezna.
8. Vsaka pogodbenica bo nosila stroške arbitra, ki ga je določila. Ostale stroške arbitraže krijeta pogodbenici enako, vključno s kakršnimikoli stroški, ki bi jih določil predsednik ali podpredsednik Meddržavnega sodišča za izvedbo postopkov iz 2. odstavka, točka b) tega člena.

16. člen SPREMEMBE

Kakršnekoli spremembe tega sporazuma, za katere se dogovorita pogodbenici, pričnejo veljati, ko so potrjene z izmenjavo not.

17. člen PRENEHANJE

Ena pogodbenica lahko kadarkoli pisno sporoči drugi pogodbenici svojo odločitev, da odpove ta sporazum. Tako obvestilo bo istočasno sporočeno Mednarodni organizaciji civilnega letalstva. Sporazum bo prenehal veljati dvanajst mesecev po izteku sezone letenja, v kateri je druga pogodbenica obvestilo prejela, razen če je odpoved sporazumno umaknjena pred potekom tega časa. Če druga pogodbenica ne potrdi prejema sporočila o odpovedi, se šteje, da ga je prejela 14 dni po dnevu, ko ga je prejela Mednarodna organizacija civilnega letalstva.

18. člen UVELJAVITEV

Ta sporazum se začasno uporablja od dneva podpisa, veljati pa začne, ko pogodbenici druga drugi notificirata, da so izpolnjeni njuni ustavni pogoji.

V potrditev tega sta podpisana, ki sta bila pravilno pooblaščenata s strani svojih vlad, podpisala ta sporazum.

Sestavljeno v dveh izvirnikih v *Londru*..... dne *8. 11. 1994*..
angleškem in slovenskem jeziku, pri čemer sta obe besedili enakovredni.

Za Vlado Združenega kraljestva
Velike Britanije in Severne
Irske

MICHAEL HESELTINE

Za Vlado Republike
Slovenije

MATJAZ SINKOVEC

P R I L O G A

PREGLED PROG

1. del

Proge, na katerih lahko zračni promet opravlja določeni prevoznik ali prevozniki Združenega kraljestva:

kraji v Združenem kraljestvu	vmesni kraji	kraji v Sloveniji
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Opombe:

1. Promet se lahko opravlja v obe smeri.
2. Določeni prevoznik ali prevozniki iz Združenega kraljestva lahko na kateremkoli ali vseh poletih izpustijo pristanek v kateremkoli izmed zgoraj omenjenih krajev pod pogojem, da se dogovorjeni promet na teh progah prične v kraju na ozemlju Združenega kraljestva.
3. Prepovedano je vsako vkrcavanje prometa v vmesnih krajih, s ciljem izkrcanja v krajih v Sloveniji in obratno, razen če se občasno o tem dogovorijo letalske oblasti pogodbenic. Te omejitve veljajo tudi za vse oblike potovanja z vmesnimi prekinitvami.

2. del

Proge, na katerih lahko zračni promet opravlja določeni prevoznik ali prevozniki Slovenije:

kraji v Sloveniji	vmesni kraji	kraji v Združenem kraljestvu
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Opombe:

1. Promet se lahko opravlja v obe smeri.
2. Določeni prevoznik ali prevozniki iz Slovenije lahko na kateremkoli ali vseh poletih izpustijo pristanek v kateremkoli izmed zgoraj omenjenih krajev pod pogojem, da se dogovorjeni promet na teh progah prične v kraju na ozemlju Slovenije.
3. Prepovedano je vsako vkrcavanje prometa v vmesnih krajih s ciljem izkrcanja v krajih v Združenem kraljestvu in obratno, razen če se občasno o tem dogovorijo letalske oblasti pogodbenic. Te omejitve veljajo tudi za vse oblike potovanja z vmesnimi prekinitvami.



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