

ROMANIA



Treaty Series No. 39 (1997)

# Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of the Romania

concerning Air Services

London, 28 March 1995

[The Agreement entered into force on 3 March 1997]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
June 1997*

£4.50

Cm 3686

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

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Romania, hereinafter referred to as “the Contracting Parties”;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944<sup>1</sup>;

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 Romania, the Ministry of Transport, 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 terms “territory of the Contracting Party” and “nationals of the Contracting Party” mean the territory and the nationals of Romania and of the United Kingdom as the case may be; the term “territory” in relation to Romania and the United Kingdom assigned to it in Article 2 of the Chicago Convention;
- (e) the term “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<sup>1</sup>;
- (f) the term “this Agreement” includes also the Annex hereto and any amendments agreed in accordance with Article 16;
- (g) 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.

**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.

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<sup>1</sup>Treaty Series No. 8 (1953), Cmd 8742

## 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.

(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 development, or special and unusual circumstances, a designated airline of one Contracting Party is unable to operate a service on its normal routeing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary re-arrangements 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 paragraphs (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<sup>1</sup>.

(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.

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<sup>1</sup>Treaty Series No. 8 (1953), Cmd 8742

## 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

### **Principles Governing 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 at a reasonable load factor 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 price to be charged for 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 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.

- (iii) 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. The aeronautical authorities of both countries shall not require their airlines to consult other airlines before filing for approval tariffs for services covered by the following provisions.
- (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:
- (i) 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.
  - (ii) 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.
  - (iii) Nothing in paragraph (ii) 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.
  - (iv) 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.
  - (v) 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) 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 ("the reference 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 reference tariff being matched is discontinued for any reason, or may vary the terms of the approval to correspond to any approved variation in the reference tariff being matched.

## ARTICLE 8

### Customs Duties

(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 destined to protect the Security of Civil Aviation including component parts for incorporation into such equipment;
  - (v) instructional material and training aids;
  - (vi) computer equipment and component parts; and
  - (vii) airline and operators' documents
- (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 airline(s) 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 Contracting Parties re-affirm, consistent with their rights and obligations under international law, that their obligations to each other to protect the security of civil aviation against acts of unlawful interference form an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963<sup>1</sup>, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970<sup>2</sup> and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971<sup>3</sup>, and any other convention on aviation security to which the Contracting Parties shall become party.

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<sup>1</sup>Treaty Series No. 126 (1969), Cmnd 4230

<sup>2</sup>Treaty Series No. 39 (1972), Cmnd 4956

<sup>3</sup>Treaty Series No. 10 (1974), Cmnd 5524

(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) 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 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.

(7) Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

## 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.

## ARTICLE 11

### **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 12

### **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 13

### **User Charges**

- (1) 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.
- (2) Each Contracting Party shall encourage consultation on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

## 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 an *ad hoc* tribunal ("the 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 discretion, 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

- (1) The present Agreement may be amended by the agreement of the Contracting Parties. For this purpose, each Contracting Party shall examine carefully any proposal presented by the other Contracting Party. Any amendments agreed upon shall come into force when the Contracting Parties have reciprocally notified, through diplomatic channels, the compliance with the formalities required by their legislation or constitution relating to the entry into force of international agreements.
- (2) The Annex to the present Agreement may be amended by direct agreement between aeronautical authorities of the Contracting Parties and any such amendment shall be confirmed by an Exchange of Notes.
- (3) The negotiations relating to the amendment of the present Agreement or of its Annex shall begin within a period of 60 days from the date of receipt of the request, unless both parties agree to an extension of this period.

## 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 at midnight (at the place of receipt of the notice) immediately before the first anniversary of the date of receipt of the notice 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

(1) This Agreement shall replace the Agreement between the Contracting Parties relating to Civil Air Transport of 19 June 1972<sup>1</sup>.

(2) This Agreement<sup>2</sup> shall enter into force on the date when the Contracting Parties have reciprocally notified, through diplomatic channels, the compliance with the formalities required by their legislation or constitution relating to the entry into force of international agreements.

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

Done, in duplicate at London this twenty-eighth day of March 1995 in the English and Romanian languages, both texts being equally authoritative.

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

For the Government of Romania

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<sup>1</sup>Treaty Series No. 103 (1972) Cmnd 5087

<sup>2</sup>The Agreement entered into force on 3 March 1997

## 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 Romania	Points Beyond
1. London	Zagreb	Bucharest	—
2. Points in the United Kingdom	Sofia	Points in Romania	Points to be agreed

#### *Notes*

1. The routes may be operated in both directions.
2. On routes 1 and 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 the agreed services on these routes begin or end at a point in the territory of the United Kingdom.
3. On route 2, the beyond points are to be agreed by both aeronautical authorities.
4. On route 2, no traffic may be picked up at an intermediate point to be set down at points in the territory of Romania or at points in the territory of Romania to be set down at a point beyond, 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 Romania:

Points in Romania	Intermediate Points	Points in the United Kingdom	Points Beyond
1. Bucharest	Brussels	London	—
2. Points in Romania	Zurich	Points in the United Kingdom	Points to be agreed

#### *Notes*

1. The routes may be operated in both directions.
2. On routes 1 and 2, the designated airline or airlines of Romania may on any or all flights omit calling at any of the above mentioned points provided the agreed services on these routes begin or end at a point in the territory of Romania.
3. On route 2, the beyond points are to be agreed by both aeronautical authorities.
4. On route 2, no traffic may be picked up at an intermediate point to be set down at points in the territory of the United Kingdom or at points in the territory of the United Kingdom to be set down at a point beyond, 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.

**ACORD**  
**INTRE GUVERNUL REGATULUI UNIT AL**  
**MARII BRITANII SI AL IRLANDEI**  
**DE NORD SI GUVERNUL ROMANIEI**  
**PRIVIND SERVICIILE SERIENE**

Guvernul Regatului Unit al Marii Britanii si al Irlandei de Nord si Guvernul Romaniei, in continuare denumite "Parti Contractante":

Fiind parti la Conventia privind Aviatia Civila Internationala, deschisa spre semnare la Chicago, in ziua de 7 decembrie 1944;

Dorind sa incheie un acord suplimentar la Conventia mentionata in scopul stabilirii de servicii aeriene intre teritoriile lor;

Au convenit cele ce urmeaza:

**ARTICOLUL 1**

**Definitii**

In scopul aplicarii acestui Acord, in afara de cazul in care din context rezulta altfel:

- (a) termenul "Conventia de la Chicago" inseamna Conventia privind Aviatia Civila Internationala deschisa spre semnare la Chicago, in ziua de 7 decembrie 1944, si include:
  - (i) orice amendament la aceasta care a intrat in vigoare conform Articolului 94(a) din aceasta si care a fost ratificat de ambele Parti Contractante; si
  - (ii) orice anexa sau orice amendament la aceasta adoptate in baza prevederilor Articolului 90 al acestei Conventii, in masura in care un astfel de amendament sau o astfel de anexa este in orice moment in vigoare pentru ambele Parti Contractante.
- (b) termenul "Autoritati Aeronautice" inseamna, in cazul Regatului Unit secretarul de stat pentru transporturi, iar in cazul Romaniei Ministerul Transporturilor si, in cazul Articolului 7, Autoritatea Aviatiei Civile, sau, in ambele cazuri, orice persoana sau organism care poate fi autorizat sa indeplineasca functiile exercitate in prezent de autoritatile mentionate mai sus, sau functii similare.
- (c) termenul "companie aeriana desemnata" inseamna o companie aeriana care a fost desemnata si autorizata, in conformitate cu Articolul 4 din acest Acord.
- (d) termenii "teritoriu al Partii Contractante" si "cetateni ai Partii Contractante", inseamna dupa caz teritoriul si cetatenii Regatului Unit si ai Romaniei; termenul "teritoriu" referitor la Regatul Unit si la Romania are semnificatia care i se atribuie in Articolul 2 din Conventia de la Chicago.
- (e) termenii "serviciu aerian", "serviciu aerian international", "companie aeriana" si "escala necomerciala" au intelesurile respective care le-au fost atribuite in articolul 96 al Conventiei de la Chicago.
- (f) termenul "acest Acord" include, de asemenea, Anexa atasata si orice amendamente convenite in conformitate cu Articolul 16.
- (g) termenul "taxe percepute de la utilizator" inseamna o taxa impusa companiilor aeriene de catre Autoritatile Competente sau permisa de catre acestea pentru punerea la dispozitie de bunuri si servicii aeroportuare sau de instalatii de navigatie aeriana, inclusiv serviciile conexe si facilitatile, pentru aeronave, echipajele lor, pasageri si marfa.

**ARTICOLUL 2**

**Aplicabilitatea Conventiei de la Chicago**

Prevederile acestui Acord trebuie sa aiba la baza prevederile Conventiei de la Chicago in masura in care acele prevederi sint aplicabile serviciilor aeriene internationale.

### ARTICOLUL 3

#### Acordarea drepturilor

(1) Fiecare Parte Contractanta acorda celeilalte Parti Contractante urmatoarele drepturi cu privire la serviciile ei aeriene internationale:

- (a) dreptul de a zbura peste teritoriul sau fara a ateriza;
- (b) dreptul de a face escale pe teritoriul sau in scopuri necomerciale.

(2) Fiecare Parte Contractanta acorda celeilalte Parti Contractante drepturile specificate in continuare in acest Acord, in scopul exploatarei serviciilor aeriene internationale pe rutele specificate in sectiunea corespunzatoare a tabelului de rute anexat la acest Acord. Astfel de servicii si rute sint denumite mai jos "servicii convenite" si respectiv, "rute specificate". In timpul exploatarei unui serviciu convenit pe o ruta specificata, companiile aeriene desemnate de catre fiecare Parte Contractanta vor beneficia, pe linga drepturile specificate la paragraful (1) al acestui Articol, de dreptul de a face escale pe teritoriul celeilalte Parti Contractante, in punctele specificate pentru acea ruta in tabelul de rute anexat prezentului Acord, in scopul imbarcarii debarcarii de pasageri si marfa inclusiv posta.

(3) Nici o prevedere din paragraful (2) al acestui Articol nu va putea fi interpretata in sensul de a conferi companiilor aeriene desemnate, ale unei Parti Contractante, dreptul de a imbarca, pe teritoriul celeilalte Parti Contractante, pasageri si marfa, inclusiv posta, transportate contra plata sau remunerare catre un alt punct de pe teritoriul celeilalte Parti Contractante.

(4) Daca din cauza unor conflicte militare, tulburari sau evenimente politice sau circumstante speciale sau neobisnuite, o companie aeriana desemnata a unei Parti Contractante este in imposibilitate de a opera un serviciu pe ruta sa normala, cealalta Parte Contractanta va intreprinde toate eforturile posibile pentru a facilita continuarea operarii serviciului prin rearanjari temporare corespunzatoare ale rutelor.

### ARTICOLUL 4

#### Desemnarea si autorizarea companiilor aeriene

(1) Fiecare Parte Contractanta va avea dreptul sa desemneze in scris celeilalte Parti Contractante una sau mai multe companii aeriene in scopul exploatarei serviciilor convenite pe rutele specificate si sa retraga sau sa schimbe aceste desemnari.

(2) La primirea unei asemenea desemnari, cealalta Parte Contractanta va acorda fara intirziere, conform prevederilor paragrafelor (3) si (4) ale acestui Articol, companiei aeriene sau companiilor aeriene desemnate autorizatiile de operare corespunzatoare.

(3) Autoritatile Aeronautice ale unei Parti Contractante pot cere companiei aeriene desemnate de cealalta Parte Contractanta sa faca dovada ca este in masura sa indeplineasca conditiile prevazute de legile si reglementarile aplicate, in mod normal si rezonabil, de catre aceste Autoritati la operarea serviciilor aeriene internationale in conformitate cu prevederile Conventiei de la Chicago.

(4) Fiecare Parte Contractanta va avea dreptul sa refuze acordarea autorizatiilor de operare la care s-a facut referire in paragraful 2 al acestui Articol, sau sa impuna acele conditii pe care le considera necesare in exercitarea de catre o companie aeriana desemnata a drepturilor specificate in Articolul 3, paragraful (2) al prezentului Acord, in orice caz in care acea Parte Contractanta nu este convinsa ca partea preponderanta a proprietatii si controlul efectiv al acelei companii aeriene apartin Partii Contractante care desemneaza compania aeriana sau cetatenilor sai.

(5) Cind o companie aeriana a fost astfel desemnata si autorizata, ea poate incepe sa opereze serviciile convenite, cu conditia ca acea companie aeriana sa se conformeze prevederilor aplicabile ale prezentului Acord.

## ARTICOLUL 5

### **Revocarea sau suspendarea autorizatiilor de operare**

(1) Fiecare Parte Contractanta va avea dreptul sa revoce o autorizatie de operare sau sa suspende exercitarea drepturilor specificate in Articolul 3, paragraful (2) al prezentului Acord de catre o companie aeriana desemnata de catre cealalta Parte Contractanta sau sa pretinda acele conditii pe care le considera necesare pentru exercitarea acestor drepturi:

- (a) in orice caz in care nu este convinsa ca partea preponderenta a proprietatii si controlul efectiv al acelei companii aeriene apartin Partii Contractante care desemneaza compania aeriana sau cetatenilor acelei Parti Contractante; sau
- (b) in cazul in care o companie aeriana nu reuseste sa se conformeze legilor sau reglementarilor aplicate in mod normal si rezonabil de Partea Contractanta care acorda acele drepturi; sau
- (c) daca compania aeriana nu reuseste in orice alt mod sa opereze conform conditiilor prevazute in cadrul prezentului Acord.

(2) In afara cazului in care revocarea imediata, suspendarea sau impunerea conditiilor mentionate in paragraful (1) al acestui Articol sint vitale pentru evitarea unor viitoare abateri de la legi sau reglementari, acest drept va fi exercitat numai dupa consultarea cu cealalta Parte Contractanta.

## ARTICOLUL 6

### **Principiile ce reglementeaza exploatarea serviciilor convenite**

(1) Companiile aeriene desemnate ale ambelor Parti Contractante se vor bucura de posibilitati egale si echitabile pentru exploatarea serviciilor convenite pe rutele specificate intre teritoriile lor respective.

(2) Companiile desemnate ale fiecărei Parti Contractante vor tine cont in exploatarea serviciilor convenite de interesele companiilor aeriene desemnate ale celeilalte Parti Contractante, pentru a nu se afecta in mod nejustificat serviciile pe care acestea din urma le asigura pe întregul parcurs sau pe o portiune a acelorasi rute.

(3) Serviciile convenite asigurate de companiile aeriene desemnate ale Partilor Contractante vor fi in strinsa legatura cu cerintele publicului pentru transportul pe rutele specificate si vor avea, ca obiectiv primordial, asigurarea la un coeficient de incarcatura rezonabil a unei capacitati adecvate pentru a raspunde cererilor curente si rational previzibile pentru transportul de pasageri si/sau marfa, inclusiv posta, venind dinspre sau avind ca destinatie teritoriul Partii Contractante care a desemnat compania aeriana. Asigurarea transportului de pasageri si marfa, inclusiv posta, imbarcate sau debarcate in punctele de pe rutele specificate pe teritoriul altor state decit cel care a desemnat compania aeriana, se va face in conformitate cu principiile generale potrivit carora capacitatea va fi in functie de:

- (a) cerintele de trafic spre si dinspre teritoriul Partii Contractante care a desemnat compania aeriana;
- (b) cerintele de trafic ale regiunii prin care trec serviciile convenite, dupa ce s-a tinut seama de alte servicii de transport stabilite de companiile aeriene ale statelor din acea regiune; si
- (c) cerintele operarii liniei aeriene directe.

## ARTICOLUL 7

### **Tarife**

(1) (a) Termenul "Tarif" inseamna:

- (i) pretul care urmeaza a fi platit pentru transportul de pasageri, bagaje sau marfa (exclusiv posta);

- (ii) pretul ce urmeaza a fi platit pentru bunurile, serviciile sau alte avantaje aditionale care urmeaza a fi furnizate sau puse la dispozitie in legatura cu un astfel de transport sau ca o chestiune legata de acesta sau care rezulta din acesta;  
si include conditiile care determina aplicarea unui astfel de pret si furnizarea sau punerea la dispozitie a oricaror asemenea bunuri, servicii sau avantaje.
  - (iii) nivelul comisionului platit de o companie aeriana unui agent privind biletele vindute sau scrisorile de transport aerian completate de acel agent pentru transportul pe serviciile aeriene regulate.
- (b) In cazul in care tarifele sau preturile difera in functie de sezon, ziua saptamunii sau timpul zilei in care este operat un zbor, directia calatoriei sau oricare alt factor, fiecare tarif sau pret diferit va fi considerat ca un tarif separat, indiferent daca a fost sau nu inregistrat, impreuna cu conditiile care l-au determinat, de catre autoritatile competente.
- (2) Tarifele care urmeaza a fi percepute de catre companiile aeriene desemnate pentru transportul intre teritoriile celor doua Parti Contractante vor fi stabilite la cuantumuri rezonabile, tinandu-se seama de toti factorii relevanti, inclusiv de interesele utilizatorilor, costul operarii, un profit rezonabil si considerentele pietii. Autoritatile Aeronautice ale ambelor tari nu vor cere companiilor lor aeriene sa consulte alte companii aeriene inainte de a inregistra pentru aprobare tarife pentru servicii reglementate de urmatoarele prevederi.
- (3) Autoritatile Aeronautice ale ambelor tari vor aplica urmatoarele prevederi pentru aprobarea tarifelor care urmeaza a fi percepute de catre companiile aeriene ale fiecărei tari pentru transportul intre un punct dintr-o tara si un punct din cealalta tara:
- (i) Orice tarif propus pentru a fi perceput pentru transportul intre cele doua tari va fi inregistrat pentru aprobare de catre sau in numele respectivei companii aeriene desemnate la ambele Autoritati Aeronautice cu cel putin 30 de zile (sau o perioada mai scurta, dupa cum pot conveni ambele Autoritati Aeronautice) inainte de data propusa pentru intrarea in vigoare a tarifului.
  - (ii) Un tarif astfel inregistrat poate fi aprobat oricind de Autoritatile Aeronautice. Totusi, conform urmatoarelor doua sub-paragrafe, oricare astfel de tarif va fi considerat ca fiind aprobat dupa 21 de zile de la data la care a fost primita cererea de inregistrare, in afara de cazul cind Autoritatile Aeronautice ale ambelor tari nu s-au informat reciproc, in scris, in termen de 20 de zile de la primirea de catre acestea a cererii de inregistrare, despre neaprobarea tarifului propus.
  - (iii) Nici o prevedere din paragraful (ii) de mai sus nu va impiedica Autoritatile Aeronautice ale fiecărei tari de a respinge unilateral oricare tarif inregistrat pentru aprobare de una dintre propriile sale companii desemnate. Totusi, o astfel de masura unilaterala va fi luata numai daca acele Autoritati considera fie ca un tarif propus este prea mare fie ca aplicarea lui ar constitui un comportament anticompetitiv care ar putea cauza un prejudiciu serios altei companii aeriene sau altor companii aeriene.
  - (iv) Daca Autoritatile Aeronautice ale oricareia dintre tari considera fie ca un tarif ce le-a fost propus de catre o companie desemnata a celeilalte tari in vederea aprobarii este prea mare, fie ca aplicarea lui ar constitui un comportament anticompetitiv fiind posibil sa produca un prejudiciu serios altei companii aeriene sau altor companii aeriene, ele pot, in termen de 20 de zile de la primirea cererii de aprobare, sa solicite consultari cu Autoritatile Aeronautice ale celeilalte tari. Astfel de consultari vor fi incheiate in termen de 21 de zile de la data solicitarii si tariful va intra in vigoare la sfirsitul acelei perioade, in afara cazului in care Autoritatile Aeronautice ale ambelor tari convin intrun alt mod.
  - (v) In eventualitatea in care un tarif ce a intrat in vigoare in conformitate cu prevederile de mai sus este considerat de catre Autoritatile Aeronautice ale unei tari ca produce un prejudiciu serios altei companii aeriene sau altor companii aeriene, pe o anumita ruta sau pe anumite rute, acele Autoritati Aeronautice pot solicita consultari cu Autoritatile Aeronautice ale celeilalte tari. Astfel de consultari se vor incheia in termen de 21 de zile de la data solicitarii, in afara cazului in care Autoritatile ambelor tari convin altfel.

(4) Tarifele care urmeaza a fi percepute de catre o companie aeriana desemnata a unei tari pentru transporturi intre teritoriul celeilalte tari si teritoriul unui stat tert, vor fi inregistrate pentru a fi aprobate de catre Autoritatile Aeronautice ale celeilalte tari. Fiecare tarif inregistrat, va fi aprobat daca este identic in ceea ce priveste nivelul, conditiile si data de expirare, cu un tarif aprobat in mod curent (tariful de referinta) de acele Autoritati Aeronautice si aplicat de o companie aeriana desemnata a celeilalte tari pentru transport intre teritoriul sau si cel al unui stat tert, cu conditia ca acele Autoritati Aeronautice sa-si poata retrage aprobarea daca tariful de referinta este abandonat pentru un motiv oarecare sau sa poata modifica conditiile de aprobare pentru a corespunde oricarei schimbari aprobate a tarifului de referinta.

## ARTICOLUL 8

### Taxe vamale

(1) Vor fi scutite de toate taxele vamale, taxele nationale de acciza si taxele nationale similare, aeronavele folosite in serviciile aeriene internationale de catre compania aeriana sau companiile aeriene desemnate ale fiecarei Parti Contractante, precum si:

- (a) urmatoarele articole introduse de catre o companie aeriana desemnata a unei Parti Contractante pe teritoriul celeilalte Parti Contractante:
  - (i) echipament de reparatie, intretinere si service si piese componente;
  - (ii) echipament de handling pentru pasageri si piese componente;
  - (iii) echipament de incarcare pentru marfa si piese componente;
  - (iv) echipament destinat sa protejeze securitatea aviatiei civile, inclusiv piese componente pentru incorporarea intr-un astfel de echipament;
  - (v) material de instruire si mijloace de antrenament;
  - (vi) echipament pentru calculator si piese componente; si
  - (vii) documente ale companiei aeriene si ale operatorilor.
- (b) urmatoarele articole introduse de o companie aeriana desemnata a unei Parti Contractante pe teritoriul celeilalte Parti Contractante sau furnizate unei companii aeriene desemnate a unei Parti Contractante pe teritoriul celeilalte Parti Contractante:
  - (i) proviziile de bord (incluzind dar nelimitindu-se la astfel de articole precum: alimente, bauturi, produse din tutun), indiferent daca au fost introduse sau luate la bord pe teritoriul celeilalte Parti Contractante;
  - (ii) carburanti, lubrifianti si rezerve tehnice consumabile;
  - (iii) piese de schimb inclusiv motoare;

cu conditia ca in fiecare caz sa fie destinate folosirii la bordul aeronavelor sau intre limitele unui aeroport international in legatura cu stabilirea sau mentinerea unui serviciu aerian international de catre companie aeriana desemnata interesata.

(2) Scutirea de taxe vamale, taxe nationale de acciza si alte taxe nationale similare, nu va fi extinsa asupra taxelor bazate pe costul serviciilor asigurate companiei (companiilor) aeriene desemnate ale unei Parti Contractante pe teritoriul celeilalte Parti Contractante.

(3) Echipamentul si rezervele la care s-a facut referire in paragraful (1) al acestui Articol, pot fi pastrate, la cerere, sub supravegherea sau controlul autoritatilor competente.

(4) Scutirile acordate prin acest Articol vor fi, de asemenea, valabile in situatiile in care compania aeriana desemnata sau companiile aeriene desemnate ale unei Parti Contractante au stabilit intelegeri cu o alta companie aeriana sau cu alte companii aeriene pentru imprumutarea sau transferarea pe teritoriul celeilalte Parti Contractante a articolelor specificate in paragraful (1) al acestui Articol, cu conditia ca acea alta companie aeriana sau acele alte companii aeriene sa beneficieze, in acelasi fel, de astfel de scutiri din partea celeilalte Parti Contractante.



## ARTICOLUL 9

### Securitatea aviatiei

(1) Partile Contractante reafirma, in conformitate cu drepturile si obligatiile ce le revin potrivit dreptului international ca obligatiile lor reciproce de a proteja securitatea aviatiei civile impotriva actelor de interventie ilicita fac parte integranta din prezentul Acord. Fara a limita generalitatea drepturilor si obligatiilor lor potrivit dreptului international, Partile Contractante vor actiona in special in conformitate cu prevederile Conventiei cu privire la infractiuni si anumite alte acte comise la bordul aeronavelor, semnate la Tokyo la 14 septembrie 1963, Conventiei pentru reprimarea capturarii ilicite a aeronavelor, semnata la Haga la 16 decembrie 1970, si ale Conventiei pentru reprimarea actelor ilicite indreptate impotriva securitatii aviatiei civile, semnate la Montreal la 23 septembrie 1971 si ale oricarei alte conventii privind securitatea aviatiei la care Partile Contractante vor adera.

(2) Partile Contractante isi vor acorda reciproc, la cerere, toata asistenta necesara pentru prevenirea actelor de capturare ilicita a aeronavelor civile si a altor acte ilicite indreptate impotriva securitatii acestor aeronave, a pasagerilor si echipajelor lor, a aeroporturilor si instalatiilor de navigatie aeriana, precum si a oricarei alte amenintari indreptate impotriva securitatii aviatiei civile.

(3) In raporturile lor reciproce, Partile Contractante vor actiona in conformitate cu standardele referitoare la securitatea aviatiei si, in masura in care sint aplicate de catre ele, cu practicile recomandate, stabilite de Organizatia Aviatiei Civile Internationale si desemnate ca Anexe la Conventia de la Chicago; si vor cere ca operatorii de aeronave inmatriculate de ele, operatorii care isi au sediul principal al activitatii sau resedinta permanenta pe teritoriul lor si operatorii de aeroporturi situate pe teritoriul lor, sa actioneze in conformitate cu aceste prevederi referitoare la securitatea aviatiei. In acest paragraf, referirea la standardele privind securitatea aviatiei, include orice diferenta notificata de catre Partea Contractanta interesata. Fiecare parte Contractanta va transmite celeilalte Parti, informatii prealabile despre intentia sa de a notifica orice diferenta.

(4) Fiecare Parte Contractanta se va asigura ca, in cadrul teritoriului sau, sint luate masuri efective pentru a proteja aeronavele, pentru a controla pasagerii si bagajele lor de mina, pentru a realiza controalele corespunzatoare cu privire la echipaje, marfa (inclusiv bagaje de cala) si proviziile de bord, inainte de sin in timpul imbarcarii sau incarcarii si ca aceste masuri sint adaptate pentru a corespunde intensificarii amenintarilor. Fiecare Parte Contractanta este de acord ca li se poate cere companiilor sale aeriene sa respecte prevederile privind securitatea aeriana, mentionate in paragraful (3), solicitate de cealalta Parte Contractanta, la intrarea in, iesirea din sau in timp ce se afla in limitele teritoriului celeilalte Parti Contractante. De asemenea, fiecare Parte Contractanta va actiona favorabil, la orice cerere a celeilalte Parti Contractante, pentru masuri speciale de securitate rezonabile spre a face fata unei amenintari deosebite.

(5) Cind are loc un incident sau exista amenintarea unui incident de capturare ilicita a unei aeronave civile sau alte acte ilicite indreptate impotriva sigurantei unor astfel de aeronave, pasagerilor si echipajelor lor, aeroporturilor sau instalatiilor de navigatie aeriana, Partile Contractante se vor sprijini reciproc, prin facilitarea comunicatiilor si alte masuri adecvate destinate sa puna capat unui astfel de incident sau amenintari, cit mai repede posibil, cu un risc minim in ceea ce priveste viata.

(6) Cind o Parte Contractanta are temeiuri rezonabile sa creada ca cealalta Parte Contractanta s-a abatut de la prevederile acestui Articol, prima Parte Contractanta poate cere consultari imediate cu cealalta Parte Contractanta. In cazul in care Partile Contractante nu reusesc sa ajunga la o rezolvare satisfacatoare a problemei, in termen de 15 zile de la data primirii unei astfel de cereri, aceasta va constitui motivul pentru retinerea, revocarea, limitarea sau impunerea de conditii pentru autorizatiile de operare sau permisele tehnice ale companiei aeriene sau companiilor aeriene ale celeilalte Parti Contractante. In cazul in care se justifica ca fiind o urgenta, o Parte Contractanta poate lua o masura interimara inainte de expirarea celor 15 zile.

(7) Fiecare Parte Contractanta va lua masurile pe care le considera realizabile pentru a se asigura ca o aeronava supusa unei actiuni de capturare ilicita sau altor acte de interventie ilicita, care a aterizat pe teritoriul sau, este retinuta la sol cu exceptia cazului in care plecarea sa este ceruta de datoria precumpanitoare de a proteja viata umana. Acolo unde este posibil, asemenea masuri vor fi luate pe baza unor consultari reciproce.

## ARTICOLUL 10

### **Furnizarea datelor statistice**

Autoritatile Aeronautice ale unei Parti Contractante, vor transmite Autoritatilor Aeronautice ale celeilalte Parti Contractante, la cererea lor, date periodice sau alte situatii statistice care pot fi cerute in mod rezonabil in scopul examinarii capacitatii asigurate pe serviciile convenite de catre companiile aeriene desemnate ale Partii Contractante la care se face referire la inceputul acestui Articol. Aceste situatii vor include toate informatiile cerute pentru a determina volumul traficului transportat de acele companii aeriene pe serviciile convenite, precum si originile si destinatiile acestui trafic.

## ARTICOLUL 11

### **Reprezentarea companiei aeriene si vinzarile**

(1) Compania aeriana sau companiile aeriene desemnate ale unei Parti Contractante vor avea dreptul, in conformitate cu legile si reglementarile referitoare la intrarea, rezidenta si angajarea personalului celeilalte Parti Contractante, sa aduca si sa mentina pe teritoriul celeilalte Parti Contractante acele persoane din cadrul propriului personal managerial, tehnic, operational si de alta specialitate, care sint necesare pentru asigurarea serviciilor aeriene.

(2) Companiile aeriene desemnate ale fiecărei Parti Contractante vor avea dreptul sa puna in vnzare prestatii de transport aerian pe teritoriul celeilalte Parti Contractante, fie direct fie prin intermediul agentilor numiti de catre companiile aeriene desemnate. Companiile aeriene desemnate ale fiecărei Parti Contractante vor avea dreptul sa vinda, si orice persoana va fi libera sa cumpere astfel de prestatii de transport in moneda locala sau in orice alta moneda liber convertibila.

## ARTICOLUL 12

### **Transferul veniturilor**

Fiecare companie aeriana desemnata va avea dreptul sa transforme si sa transfere in tara sa, la cerere, veniturile excedentare ramase dupa achitarea cheltuielilor pe plan local. Transformarea si transferarea vor fi permise fara restrictii la cursul de schimb aplicabil pentru tranzactiile curente care este in vigoare la data cind astfel de venituri sint prezentate pentru transformare si transferare si nu vor fi supuse vreunei taxe, cu exceptia acelor pretinse in mod normal de banci pentru realizarea unei astfel de transformari si transferari.

## ARTICOLUL 13

### **Taxe percepute de la utilizatori**

(1) O Parte Contractanta nu va impune sau nu va permite sa se impuna companiilor aeriene desemnate de cealalta Parte Contractanta taxe care se percep de la utilizatori mai mari decit cele impuse propriilor sale companii aeriene ce opereaza servicii aeriene internationale similare.

(2) Fiecare Parte Contractanta va incuraja consultarile privind taxele care se percep de la utilizatori, intre autoritatile sale competente insarcinate cu acestea si companiile aeriene ce utilizeaza servicii si facilitati furnizate de catre acele autoritati insarcinate, acolo unde este posibil, prin intermediul organizatiilor reprezentative ale acelor companii aeriene. Notificarea oricarei propuneri de schimbare a taxelor percepute de la utilizatori, va trebui sa fie transmisa acestor utilizatori, in timp util, pentru a le permite sa-si exprime punctele de vedere inainte ca schimbarile sa aiba loc. Fiecare Parte Contractanta va incuraja in

continuare autoritatile sale competente insarcinate cu incasarea taxelor de la utilizatori si pe acesti utilizatori sa faca schimbul de informatii corespunzatoare referitoare la taxele percepute de la utilizatori.

#### ARTICOLUL 14

##### Consultari

Fiecare Parte Contractanta poate cere oricind consultari cu privire la implementarea, interpretarea, aplicarea sau amendarea prezentului Acord sau cu privire la respectarea acestui Acord. Astfel de consultari, care pot avea loc intre Autoritatile Aeronautice, vor incepe intr-un interval de 60 de zile de la data la care cealalta Parte Contractanta primeste o cerere scrisa, in afara de cazul in care Partile Contractante nu au convenit altfel.

#### ARTICOLUL 15

##### Solutionarea diferendelor

(1) In cazul aparitiei unui diferend intre Partile Contractante referitor la interpretarea sau aplicarea prezentului Acord, Partile Contractante vor incerca, in primul rind, sa-l solutioneze prin negocieri.

(2) Daca Partile Contractante nu ajung la o rezolvare a diferendului prin negociere, el poate fi supus de catre acestea persoanei sau organismului asupra caruia ele pot conveni sau, la cererea oricareia dintre Partile Contractante, va fi supus pentru a se lua o hotarare unui tribunal *ad-hoc* ("tribunal") format din trei judecatori, care va fi constituit dupa cum urmeaza:

(a) in intervalul de 30 de zile la primirea unei cereri de arbitrare, fiecare Parte Contractanta va numi cite un judecator. In intervalul de 60 de zile de la numirea celui de-al doilea judecator, o persoana dintr-un stat tert, care va actiona ca presedinte al tribunalului, va fi numita ca cel de-al treilea judecator printr-o intelegere intre ceilalti doi judecatori;

(b) daca nici o numire nu a fost facuta in cadrul limitelor de timp specificate anterior, oricare dintre Partile Contractante poate cere Presedintelui Curtii Internationale de Justitie sa faca numirea necesara intr-un interval de 30 de zile. Daca Presedintele are aceeasi nationalitate cu cea a uneia dintre Partile Contractante, cel mai in virsta Vicepresedinte, care nu este descalificat pe acest temei, va face numirea.

(3) Cu exceptia cazului prevazut de aici inainte in acest Articol sau cind Partile Contractante au convenit altfel, tribunalul va determina limitele jurisdicției sale si va stabili propria sa procedura. La indicatia tribunalului sau la cererea oricareia dintre Partile Contractante, se va tine o intrunire, nu mai tirziu de 30 de zile de la constituirea completa a tribunalului, pentru a se stabili problemele exacte ce urmeaza a fi arbitrate si procedurile specifice ce trebuiesc urmate.

(4) Cu exceptia cazului in care Partile Contractante au convenit altfel sau s-a dispus in alt fel de catre tribunal, fiecare Parte Contractanta va prezenta un Memorandum in termen de 45 de zile de la constituirea completa a tribunalului. Raspunsurile vor fi date in 60 de zile. In termen de 30 de zile de la data la care raspunsurile urmau sa fie date, tribunalul va tine o audiere la cererea oricareia dintre Partile Contractante sau daca va considera necesar.

(5) Tribunalul va incerca sa dea o hotarire scrisa in termen de 30 de zile de la data incheierii audierii sau, daca nu are loc nici o audiere, la 30 de zile de la data la care ambele raspunsuri au fost transmise. Hotarirea va fi luata cu o majoritate de voturi.

(6) Partile Contractante pot transmite cereri pentru clarificarea hotaririi in termen de 15 zile de la data primirii acesteia si o astfel de clarificare va fi emisa in termen de 15 zile de la data acestei cereri.

(7) Hotarirea tribunalului va fi obligatorie pentru Partile Contractante.

(8) Fiecare Parte Contractanta va suporta cheltuielile pentru judecatorul desemnat de ea. Celelalte cheltuieli ale tribunalului vor fi impartite in mod egal de catre Partile Contractante, inclusiv orice cheltuieli facute de Presedintele sau Vicepresedintele Curtii Internationale de Justitie pentru aplicarea procedurilor din paragraful 2(b) al acestui Articol.

## ARTICOLUL 16

### Amendamente

(1) Prezentul Acord poate fi modificat prin acordul Partilor Contractante. In acest scop, fiecare Parte Contractanta va examina cu grija orice propunere prezentata de cealalta Parte Contractanta. Orice amendamente convenite vor intra in vigoare cind Partile Contractante si-au notificat reciproc, pe cai diplomatice, conformarea cu formalitatile cerute de legislatia sau reglementarile lor constitutionale referitoare la intrarea in vigoare a acordurilor internationale.

(2) Anexa prezentului Acord poate fi modificata prin intelegeri directe intre Autoritatile Aeronautice ale Partilor Contractante si orice asemenea amendament va fi confirmat printr-un schimb de note.

(3) Negocierile referitoare la modificarea prezentului Acord sau a Anexei sale vor incepe intr-o perioada de 60 de zile de la data primirii cererii, in afara cazului in care ambele Parti convin sa prelungeasca aceasta perioada.

## ARTICOLUL 17

### Incetarea

Fiecare Parte Contractanta poate notifica in scris oricind celeilalte Parti Contractante hotarirea sa de incetare a prezentului Acord. O astfel de notificare va fi comunicata simultan Organizatiei Aviatiei Civile Internationale. Acest Acord va inceta la miezul noptii (la locul de primire a notificarii), imediat inaintea terminarii unui an de la data primirii notificarii de catre cealalta Parte Contractanta, in afara cazului in care notificarea este retrasa, printr-o intelegere, inainte de sfirsitul acestei perioade. In absenta confirmarii primirii de catre cealalta Parte Contractanta, notificarea va fi considerata ca fiind primita la 14 zile dupa primirea notificarii de catre Organizatia Aviatiei Civile Internationale.

## ARTICOLUL 18

### Intrarea in vigoare

(1) Acest Acord va inlocui Acordul dintre Partile Contractante privind transporturile aeriene civile din 19 June 1972.

(2) Acest Acord va intra in vigoare la data cind Partile Contractante si-au notificat reciproc, pe cai diplomatice, conformarea cu formalitatile cerute de legislatia lor sau de reglementarile constitutionale referitoare la intrarea in vigoare a acordurilor internationale.

Drept pentru care subsemnatii, avind depline puteri din partea propriilor Guverne, au semnat acest Acord.

Incheiat in doua exemplare la Londra in ziua de 28 March 1995 in limbile engleza si romana, ambele texte fiind egal autentice.

Pentru Guvernul Regatului Unit al Marii  
Britanii si al Irlandei de Nord

Pentru Guvernul Romaniei

GOSCHEN

A NOVAC

## ANEXA

### TABEL DE RUTE

#### PARTEA 1

Rute care urmeaza a fi operate de catre compania sau companiile aeriene desemnate de Regatul Unit:

Puncte in Regatul Unit	Puncte intermediare	Puncte in Romania	Puncte mai departe
1. Londra	Zagreb	Bucuresti	—
2. Puncte in Regatul Unit	Sofia	Puncte in Romania	Puncte ce urmeaza a fi convenite

#### *Observatii*

- (1) Rutele pot fi operate in ambele directii.
- (2) Pe rutele 1 si 2, compania sau companiile aeriene desemnate ale Regatului Unit pot, cu ocazia unora sau a tuturor zborurilor, omite sa deserveasca oricare dintre punctele mentionate mai sus cu conditia ca serviciile convenite pe aceste rute sa inceapa sau sa se sfirseasca intr-un punct de pe teritoriul Regatului Unit.
- (3) Pe ruta 2, punctele mai departe urmeaza sa fie convenite de ambele autoritati aeronautice.
- (4) Pe ruta 2, nici un fel de trafic nu poate fi preluat de la un punct intermediar pentru a fi lasat in puncte de pe teritoriul Romaniei, sau din puncte de pe teritoriul Romaniei, pentru a fi lasat intr-un punct mai departe, si viceversa, cu exceptia celor convenite, din timp in timp, de Autoritatile Aeronautice ale Partilor Contractante. Aceasta restrictie se aplica, de asemenea, tuturor formelor de trafic de escala.

#### PARTEA 2

Rute care urmeaza a fi operate de catre compania sau companiile aeriene desemnate de Romania:

Puncte in Romania	Puncte intermediare	Puncte in Regatul Unit	Puncte mai departe
1. Bucuresti	Bruxelles	Londra	—
2. Puncte in Romania	Zurich	Puncte in Regatul Unit	Puncte ce urmeaza a fi convenite

#### *Observatii*

- (1) Rutele pot fi operate in ambele directii.
- (2) Pe rutele 1 si 2, compania sau companiile aeriene desemnate ale Romaniei pot, cu ocazia unora sau a tuturor zborurilor, omite sa deserveasca oricare dintre punctele mentionate mai sus cu conditia ca serviciile convenite pe aceste rute sa inceapa sau sa se sfirseasca intr-un punct de pe teritoriul Romaniei.
- (3) Pe ruta 2, punctele mai departe urmeaza sa fie convenite de ambele Autoritati Aeronautice.

(4) Pe ruta 2, nici un fel de trafic nu poate fi preluat de la un punct intermediar pentru a fi lasat in puncte din teritoriul Regatului Unit, sau din puncte de pe teritoriul Regatului Unit pentru a fi lasat intr-un punct mai departe, si viceversa, cu exceptia celor convenite, din timp in timp, de Autoritatile Aeronautice ale Partilor Contractante. Aceasta restrictie se aplica, de asemenea, tuturor formelor de trafic de escala.



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