



Uzbekistan No. 1 (2013)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Uzbekistan on the Air Transit of cargo and personnel through the territory of the Republic of Uzbekistan in connection with the participation of the United Kingdom of Great Britain and Northern Ireland in efforts to ensure the Security, Stabilisation and Reconstruction of the Islamic Republic of Afghanistan

Tashkent, 5 September 2012

[The Agreement has not entered into force in the United Kingdom.]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
February 2013*



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Any enquiries regarding this publication should be sent to us at Treaty Section, Foreign and Commonwealth Office, King Charles Street, London, SW1A 2AH

This publication is also available on <http://www.official-documents.gov.uk/>

ISBN: 9780101852425

Printed in the UK by The Stationery Office Limited
on behalf of the Controller of Her Majesty's Stationery Office

ID P002532893 02/13 26605 19585

Printed on paper containing 30% recycled fibre content minimum.

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN ON THE AIR
TRANSIT OF CARGO AND PERSONNEL THROUGH THE TERRITORY
OF THE REPUBLIC OF UZBEKISTAN IN CONNECTION WITH THE
PARTICIPATION OF THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND IN EFFORTS TO ENSURE THE SECURITY,
STABILISATION AND RECONSTRUCTION OF THE ISLAMIC
REPUBLIC OF AFGHANISTAN**

The Government of the United Kingdom of Great Britain and Northern Ireland, and the Government of the Republic of Uzbekistan (hereinafter referred to as the “Parties”),

Mindful of Resolution 1386 (2001) of the United Nations Security Council adopted on 20 December 2001 on the basis of Chapter VII of the United Nations Charter¹ as well as all relevant resolutions of the United Nations Security Council that call upon neighbouring states of the Islamic Republic of Afghanistan and other member states of the United Nations to provide to the International Security Assistance Force (ISAF), including the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the UK), any such necessary assistance as may be required,

Noting that the Parties are parties to the Agreement between the member states of the North Atlantic Treaty and other states participating in “Partnership for Peace” on the status of their Armed Forces, concluded in Brussels on 19 June 1995²;

Have agreed the following:

ARTICLE 1

This Agreement, which defines the procedure for the transit by the UK through the airspace of the Republic of Uzbekistan of cargo and personnel for the purposes of supporting the efforts to provide for the security, stabilisation and reconstruction of the Islamic Republic of Afghanistan (hereinafter “Afghanistan”), constitutes a substantial contribution on the part of the Republic of Uzbekistan to these international efforts.

¹ Treaty Series No. 067 (1946) Cmd 7015

² Treaty Series No. 049 (2000) Cm 4701

ARTICLE 2

The following definitions are used for the purposes of this Agreement:

“aircraft” – UK military transport aircraft or a civil aircraft chartered by the UK;

“cargo”:

- resources of a humanitarian nature, including food products, medicine, equipment and materials intended for free distribution amongst the population of Afghanistan;
- vital supplies intended for UK personnel and UK contractor personnel;
- arms, military equipment and military property intended for UK personnel in accordance with the list of categories of cargo attached to this Agreement, with the exception of nuclear, chemical, biological (bacteriological) weapons and their components in accordance with their definitions in international conventions to which the Parties are subscribed;

“UK personnel” – military and civilian personnel of the UK Government, including personnel of other States serving with or employed by the UK Armed Forces;

“UK contractor personnel” – personnel hired by a legal entity which has entered into an agreement with the UK Government, or is acting in its name;

“territory of the Republic of Uzbekistan” – land areas and territorial bodies of water adjacent thereto, and also the airspace above such areas and under the sovereignty of the Republic of Uzbekistan;

“technical experts” – UK personnel specialising in aircraft maintenance;

“identification card of UK personnel” – identity card with a photograph issued by the UK, with the surname, initials, date of birth, rank, staff number and arm of service stated (if such things are present);

“transit” – the movement by aircraft through the airspace of the Republic of Uzbekistan of UK cargo, personnel and UK contractor personnel, commencing and concluding outside the territory of the Republic of Uzbekistan;

“authorisation for transit” – authorisation granted by the competent authority of the Uzbek Party, within the framework of this Agreement and in accordance with the procedure established by the legislation of the Republic of Uzbekistan, for a series of flights (or an individual flight in exceptional circumstances) through the airspace of the Republic of Uzbekistan by aircraft with cargo and personnel over the period of 30 (thirty) days, but no more than 10 (ten) overflights per day.

“Force majeure” – circumstances arising as a result of uncontrollable or unforeseeable external events, beyond the control of the Parties, which prevent the obligations assumed under this Agreement from being fulfilled.’

ARTICLE 3

The transit shall be made along the air corridors of the Republic of Uzbekistan indicated in paragraph 2 of Article 8 of this Agreement, without intermediate landing on the territory of the Republic of Uzbekistan, with the exception of cases stipulated by paragraph 1 of Article 4 and paragraph 1 of Article 10 of this Agreement.

ARTICLE 4

1. Intermediate landing of an aircraft on the territory of the Republic of Uzbekistan can be effected in the event of an emergency situation onboard and/or in the event of force majeure hindering the transit.
2. All aircraft that have made an unscheduled landing at any airport made available by the Uzbek Party, as stipulated by this Article, shall vacate the airport once the reasons for the unscheduled landing have been eliminated.
3. The Uzbek Party shall assist personnel of the British Embassy in the Republic of Uzbekistan in getting access to an aircraft that has effected a landing in accordance with the procedure, as established in the legislation of the Republic of Uzbekistan, for assisting UK personnel and UK contractor personnel onboard an aircraft in cooperation with representatives of the airport and the relevant state bodies of the Republic of Uzbekistan. In such cases the surnames and first names of the personnel of the Office of the Defence Attaché of the British Embassy in the Republic of Uzbekistan shall be officially communicated to the Ministry of Foreign Affairs of the Republic of Uzbekistan in the shortest possible timeframe.

4. In cases stipulated in paragraph 1 of this Article, the Uzbek Party shall allow UK technical experts and equipment access to the aircraft in order to carry out maintenance works. Such technical experts shall come to the territory of the Republic of Uzbekistan on a visa-free basis if they are in possession of a passport or, in relevant cases, a UK personnel identity card (on a visa-free basis and without a passport) and are to leave the Republic of Uzbekistan in the shortest possible timeframe once the maintenance works have been performed.

ARTICLE 5

The airspace of the Republic of Uzbekistan shall be used by aircraft on the basis of transit authorisation granted by the Uzbek Party in accordance with the request of the UK via diplomatic channels.

ARTICLE 6

1. In the request of the UK for authorisation for transit the following information shall be indicated:

- a) types of aircraft used by the UK (main and reserves);
- b) the number of personnel, information about the country of origin of the cargo to be transported, information about the nature of the cargo in accordance with the Foreign Economic Activity Commodity Nomenclature code (TN VED) of the Republic of Uzbekistan, the classification of the UN, the item's classification code, the aggregate state, hazardous properties. In extremis, if the Uzbek Party makes an enquiry, the UK shall provide additional detailed information about the personnel and cargo which is due to be transited;
- c) the itinerary of the flights, points of entry into and exit from the airspace of the Republic of Uzbekistan;
- d) the total number of planned flights;
- e) the origin, owner and place of registration of the aircraft and full name and legal address of the operator of the aircraft;
- f) the method of payment for the air navigation service in the airspace of the Republic of Uzbekistan, with the payer's address, telephone and fax specified.

2. In the event that there are no obstacles to carrying out the transit, the Uzbek Party is to grant and send the authorisation for transit to the UK no later than 20 (twenty) days after the date on which the request for such authorisation is received.

3. In the event that the authorisation for transit is annulled the UK or the operator of the civil aircraft that is chartered by the UK is to ensure at their expense the exit of the relevant aircraft, with any cargo, UK personnel and UK contractor personnel onboard, from the airspace of the Republic of Uzbekistan via the point of its entry into the airspace of the Republic of Uzbekistan or, if so required for technical reasons, via a point located nearby, without completing the transit through the airspace of the Republic of Uzbekistan to the aircraft's planned destination.

ARTICLE 7

1. For the purposes of regulating air traffic in the airspace of the Republic of Uzbekistan the UK is to provide notification of the carrying out of each flight before 09.00 Coordinated Universal Time (UTC) on the day preceding the day on which the aircraft is to take off by means of sending the notification to the address of the Air Traffic Flight Management Unit (UTTTZDZX) of the Republic of Uzbekistan, containing the following information:

- a) name of the operator of the aircraft and the three-character code in accordance with the International Civil Aviation Organisation ("ICAO") classification;
- b) information about the aircraft:
 - 1) the type of the aircraft according to the ICAO classification;
 - 2) the identification number of the aircraft (flight number and call sign);
 - 3) the registration number of the aircraft;
 - 4) the take off/end-of-mission aircraft weight;
 - 5) the type of navigation and communications equipment;
 - 6) the operator of the aircraft and its registered address;
- c) information about the crew:
 - 1) the captain of the aircraft;
 - 2) the number of crew members (with their citizenship stated);

- d) information about the planned flight:
 - 1) purpose of the flight;
 - 2) date of the flight and the flight schedule in UTC specifying the point of take off and landing (in ICAO codes), the points and estimated time of entry into and exit from the airspace of the Republic of Uzbekistan;
 - 3) the route and altitude of the flight in the airspace of the Republic of Uzbekistan;
 - 4) the passengers (number, citizenship);
 - 5) a list of the cargo being transported and the nature thereof;
 - 6) the presence onboard of weapons and ammunition in the possession of UK personnel, and also video and photo cameras;
- e) the method of payment for the air navigation service in the airspace of the Republic of Uzbekistan with the payer's address, bank details, telephone and fax stated.

2. No later than 4 (four) hours before each planned take off of an aircraft the UK is to provide the flight plan in ICAO format to the address of the Air Traffic Flight Management Unit (UTTTZDZX) of the Republic of Uzbekistan and the air traffic authorities of the Republic of Uzbekistan in respect of the direction of the flight path:

- a) by the UK as applied to a UK military transport aircraft; or
- b) by the operator of the aircraft appointed by a representative or another commercial enterprise using the aircraft, or by another organisation acting in its name – as applied to a civil aircraft chartered by the UK.

3. Any aircraft in respect of which notification and a flight plan have not been sent to the Air Traffic Flight Management Unit (UTTTZDZX) of the Republic of Uzbekistan is forbidden from entering the airspace of the Republic of Uzbekistan.

ARTICLE 8

1. The State Border of the Republic of Uzbekistan shall be crossed in an aircraft, and flights in the airspace of the Republic of Uzbekistan shall be made, in accordance with the legislation of the Republic of Uzbekistan, and also in accordance with the provisions of the Aeronautical Information Publication (AIP) of the Republic of Uzbekistan and this Agreement.

2. Flights of aircraft through the airspace of the Republic of Uzbekistan shall be carried out only along the following air corridors that have been specially allocated by the Uzbek Party:

- a) KUNAS (305 km west of Nukus) – B275 – TMD – B275 – DY – B275 – HA – A466 – AMDAR (10 km south of Termez);
- b) DIDOP (180 km north of Uchkuduk) – A66 – TMD – B275 – DY – B275 – HA – A466 – AMDAR (10 km south of Termez);
- c) ASLOK (115 km west of Syrdarya) – A359 – PD – A230 – DS – A66 – TRZ – A466 – AMDAR (10 km south of Termez);

3. The UK shall not refuel its aircraft in the airspace of the Republic of Uzbekistan.

ARTICLE 9

1. The Uzbek Party has the right to refuse to grant the transit authorisation requested by the UK in accordance with Article 6 of this Agreement, to annul it or to suspend the validity of authorisation that has been granted if the Uzbek Party has established that the conveyance of UK cargo and personnel and UK contractor personnel does not conform to the purposes and provisions of this Agreement or could threaten the national security of the Republic of Uzbekistan, and also in other cases stipulated by the legislation of the Republic of Uzbekistan.

2. The Uzbek Party shall notify the UK within the most reasonable timeframe of any decision concerning a refusal to grant authorisation for transit or concerning its annulment, or of the suspension of the validity of authorisation that has been granted.

ARTICLE 10

1. The Uzbek Party can exercise its sovereign right to direct to land an aircraft making a flight in accordance with this Agreement.

2. In the event of the landing of an aircraft on the territory of the Republic of Uzbekistan, the UK shall, at the request of the Uzbek Party, provide the necessary confirmation of the fact that the cargo is or was intended for the purpose of providing for the security, stabilisation and reconstruction of Afghanistan.

3. In the event of the landing of an aircraft on the territory of the Republic of Uzbekistan, the Uzbek Party may conduct regular inspections:

- (a) of the air waybill, goods bill of lading or another similar document for the purpose of determining whether the cargo is or was intended for the purpose of providing for the security, stabilisation and reconstruction of Afghanistan;
- (b) of documentation relating to UK personnel and UK contractor personnel onboard the aircraft, for the purposes of border and customs control.

4. When undergoing border and customs control within the framework of this Agreement, the UK must comply with the legislation of the Republic of Uzbekistan. The UK shall take measures to ensure that the cargo meets the requirements of the legislation of the Republic of Uzbekistan, including sanitary-epidemiological, veterinary and phytosanitary regulations.

5. The customs authorities of the Republic of Uzbekistan have the right to conduct a customs inspection onboard an aircraft. In the event of an inspection of the cargo, UK personnel and UK contractor personnel being transported by civil aircraft chartered by the UK, the UK is to allow the competent authorities of the Uzbek Party access to the aircraft for the inspection.

6. In the event of there being grounds on the part of the representatives of the customs control bodies of the Republic of Uzbekistan to think that the cargo being transported on the civil aircraft does not correspond to the declared specifications and/or any other document, this cargo must be unloaded in part or in full for further examination if it cannot be inspected to a sufficient degree onboard the aircraft.

7. In the event of a request on the part of the Uzbek Party for an inspection of a UK military transport aircraft, the UK shall either unload the cargo and get UK personnel off the plane to carry out an inspection outside the aircraft, or as an alternative take the decision to fly the aircraft out of the territory of the Republic of Uzbekistan via the point of its entry into the airspace of the Republic of Uzbekistan or, if so required for technical reasons, via a point nearby, without completing the transit through the airspace of the Republic of Uzbekistan to the aircraft's scheduled destination.

8. If the customs and border authorities of the Republic of Uzbekistan exercise their right to conduct an inspection of the cargo and the personnel for the purposes described in this Article, a certificate of inspection shall be written up in respect of such an inspection and the results thereof in Uzbek and/or Russian, a copy of which shall be sent to and signed by the UK. If, during the inspection that is conducted in accordance with this Article, cargo and/or personnel not relating to the definitions specified in Article 2 of this Agreement are discovered, the Parties shall hold a consultation to resolve such a situation.

ARTICLE 11

1. The transit of UK personnel and UK contractor personnel through the territory of the Republic of Uzbekistan is to be conducted on a visa-free basis if there is a passport or, in appropriate cases, a UK personnel identity card (on a visa-free basis and without a passport).
2. UK personnel and UK contractor personnel, when on the territory of the Republic of Uzbekistan, in those cases stipulated in Articles 4 and 10 of this Agreement, are to cooperate with the Uzbek Party in respect of all matters relating to their stay.

ARTICLE 12

1. Respect for the legislation, and non-interference in the internal affairs, of the Republic of Uzbekistan is an obligation of UK personnel when on the territory of the Republic of Uzbekistan in accordance with this Agreement.
2. UK contractor personnel, when on the territory of the Republic of Uzbekistan in accordance with this Agreement, are to observe the legislation of the Republic of Uzbekistan and are not to interfere in the internal affairs of the Republic of Uzbekistan.
3. The UK is to guarantee that UK personnel and UK contractor personnel are informed of their responsibilities.

ARTICLE 13

UK personnel and UK contractor personnel, when on the territory of the Republic of Uzbekistan, can leave an aircraft only with the authorisation of the competent authorities of the Uzbek Party. UK personnel and UK contractor personnel may not leave an aircraft when bearing arms.

ARTICLE 14

In the event of landing and at the request of the commander of an aircraft (in the case of a UK military transport aircraft) or the captain of an aircraft (in the case of a civil aircraft chartered by the UK), the competent authorities of the Uzbek Party authorise the provision to UK personnel and UK contractor personnel of standard medical attention and everyday amenities and the suppliers shall be reimbursed the cost of any services and medical attention rendered.

ARTICLE 15

1. During their stay on the territory of the Republic of Uzbekistan within the framework of this Agreement, UK personnel and UK contractor personnel shall be subject to the jurisdiction of the Republic of Uzbekistan, with the exception of those cases indicated in paragraph 2 of this Article.
2. The jurisdiction of the Republic of Uzbekistan does not apply to UK personnel during their stay on the territory of the Republic of Uzbekistan within the framework of this Agreement:
 - a) in the event that an offence has been committed by UK personnel exclusively against the property or state security of the UK, or against the person or property of UK personnel;
 - b) in the event that UK personnel have committed legal violations resulting from an action or negligence in the course of the fulfilment of their official duties.
3. Immunity from the jurisdiction of the Republic of Uzbekistan in accordance with paragraph 2 of this Article does not exempt UK personnel from UK jurisdiction. The UK is to notify the Uzbek Party of any decisions taken in respect of such matters.

ARTICLE 16

1. Aircraft flying in transit through the airspace of the Republic of Uzbekistan in accordance with this Agreement must not have or make use onboard of a video or photo camera, or of other corresponding devices designed for carrying out reconnaissance and surveillance.
2. Telecommunications devices used by aircraft must conform to the Constitution and Convention of the International Telecommunication Union (Geneva, 22 December 1992)³, with amendments.

ARTICLE 17

1. When carrying out transit flights in the airspace of the Republic of Uzbekistan in accordance with this Agreement, the UK is to pay the tolls for the air navigation services in accordance with the provisions of the AIP of the Republic of Uzbekistan.

³ Treaty Series No. 024 (1996) Cm 3145

2. The UK shall take measures to ensure the serviceability of the technical means of communication between the body servicing the air traffic of Afghanistan and the body servicing the air traffic of the Republic of Uzbekistan for the coordination of their actions in servicing air traffic.

ARTICLE 18

1. Information received by one of the Parties in relation to transit cannot be passed on to a third party without the prior written consent of the Party that presented such information.

2. Paragraph 1 of this Article does not apply to information presented by the UK to the Uzbek Party in accordance with Articles 6 and 7 of this Agreement. Such information can be passed on to a third party exclusively for the purpose of assisting transit within the framework of this Agreement.

ARTICLE 19

This Agreement shall not affect the rights and obligations of either Party under any international agreements to which it is party.

ARTICLE 20

1. Claims for damage caused during the carrying out of transit within the framework of the present Agreement, depending on the case in question, shall be met:

- a) by the physical and/or legal entities responsible for the damage;
- b) by means of consultation between the Parties;
- c) in accordance with the provisions of Article VIII of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, signed in London on 19 June 1951⁴, once consultations have been conducted.

2. The UK is to ensure that the operators of civil aircraft chartered by the UK have sufficient insurance cover for the settlement of any claims that may arise during any stay on the territory of the Republic of Uzbekistan.

⁴ Treaty Series No. 003 (1955) Cmd 9363

ARTICLE 21

In the event that this Agreement ceases to be in effect in accordance with Article 23, the authorisation for transit is annulled from the date on which this Agreement ceases to be in effect.

ARTICLE 22

1. The Parties may hold consultations on organisational-technical issues relating to the implementation of this Agreement.
2. Disputes relating to the application and interpretation of this Agreement are to be resolved by means of consultation and negotiations between the Parties.

ARTICLE 23

1. This Agreement shall enter into force on the date of the last written notification via diplomatic channels of the Parties' completion of internal procedures necessary for it to enter into force.
2. By written consent of the Parties, amendments and supplements may be made to this Agreement, to be covered by separate protocols, which shall form an integral part thereof and shall enter into force in accordance with the procedure established for this Agreement.
3. This Agreement shall remain in force for a period of one year and if necessary its period of validity may be extended for a year by mutual written consent of the Parties by notification via diplomatic channels.
4. Either Party may terminate at any time the operation of this Agreement by giving at least 30 days written notice via diplomatic channels of their intention to terminate.

Done in Tashkent on this 5th day of September 2012 in duplicate, in the English and Russian languages, both texts being equally authentic.

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

**AIR VICE MARSHAL
GRAHAM HOWARD**

**For the Government of
the Republic of Uzbekistan:**

ABDULAZIZ KOMILOV

**CATAGORIES OF UK EQUIPMENT
THAT MAY TRANSIT THE AIRSPACE OF
THE REPUBLIC OF UZBEKISTAN**

The following categories of cargo, including all of their subcategories, are authorised to transit through the airspace of the Republic of Uzbekistan:

EQUIPMENT CATEGORY	SUMMARY DESCRIPTION	EXAMPLES
Aircraft	Helicopters	Chinook, Merlin, Sea King, Puma, Lynx, Apache
	Fixed Wing Aircraft	Tornado GR4, UAVs, ISTAR (UN Code 8802)
Vehicles	Motorised Armoured Vehicles	Buffalo, CAT 257, CAT 434E, CAT 938G, Coyote, Foxhound, HET, Husky, Iveco SLDT, Jackal, King Trailer, Mastiff, Panther, Ridgeback, Snatch Vixen, SY 15T, Vector, Warthog, Wolfhound
	Motorised Protected Support / Plant Vehicles	Trucks, Tractors, Diggers, Bridging Vehicles, Forklift Trucks
Weapons and Munitions	Military Explosives	Explosives, Fuses, Flares, Small Arms Ammunition, Mortar Rounds, Specialist Demolition Munitions, Specialist CIED Explosives, Bombs (UN Codes 360100 000 0, 360200 000 0, 3603 00, 3604 90 000 0, 9306),
	Weapons and Firearms	Personal Weapons, Pistols, Revolvers, Support Weapons, Mortars (UN Codes 9013, 9301, 9302 00 000 0, 9303)
Spares	Spare Parts	Equipment spares, Weapon spares (UN Code 9305)
	Aircraft Spares	Engines, Drop Tanks, Wheels, Tyres
	Vehicle Spares	Axles, Engines, Wheels, Tyres, Armoured Windscreens and Windows,
Engineering	Infrastructure Support	Tents, Generators, Water Purification Systems, Lighting systems
	Combat Engineering	Bridging Equipment, Force Protection Equipment
Medical	Hospital Support	Beds, Screens, Trolleys, Operating Tables, X-Ray Machines, Anesthetic Machines, Dental Surgical Machines, Monitors, Blood Transfusion Equipment, Surgical Equipment, Small Medical and Dental Modules

Catering	Kitchen Equipment	Cookers, Ovens, Cutlery, Crockery
Information Technology / Communications	Electronic Equipment	Desktop Computers, Laptops, Mass Storage Devices, Printers, Fax machines, Tactical Radios, Telephones, Radar and radio navigation equipment (UN Code 8526)
Oils and Lubricants		Specialist fuel, oils, lubricants, Compressed Gas Cylinders
General Stores	Miscellaneous	Clothing, Office stores, Furniture
	Personal Baggage	Personal baggage of personnel in transit



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ISBN 978-0-10-185242-5



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