



United Arab Emirates No. 1 (2017)

# Agreement

between the Government of the United Kingdom of Great Britain and  
Northern Ireland and the Government of the United Arab Emirates  
Concerning Air Services

Abu Dhabi, 21 October 2014

[The Agreement is not in force]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
March 2017*



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

The Government of the United Kingdom of Great Britain and Northern Ireland (“the United Kingdom”) and the Government of the United Arab Emirates (“the UAE”) 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;

Desiring to conclude an agreement supplementary to the said Convention for the purpose of establishing and operating air services between and beyond 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 thereof which 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 authority" means in the case of the United Kingdom, the Secretary of State for Transport and, for the purpose of Article 7 (Prices) of this Agreement, the Civil Aviation Authority and in the case of the UAE, the General Civil Aviation Authority, or, in both cases, any person or body who may be authorised to perform any functions at present exercisable by the above-mentioned authority or similar functions;
- (c) the term "cargo" includes mail;
- (d) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 4 (Designation and Authorization) of this Agreement;

- (e) the term "price" means the prices to be charged for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration for the carriage of mail and conditions for the carriage of mail;
- (f) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Chicago Convention;
- (g) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Chicago Convention;
- (h) the term "this Agreement" includes the Annexes hereto and any amendments to it or to this Agreement;
- (i) the term "user charges" means a charge made to airlines by the competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities (including facilities for overflights), or related services and facilities, for aircraft, their crews, passengers and cargo;
- (j) the term "Air Operator's Certificate" means a document issued to an airline which affirms that the airline in question has the professional ability and organisation to secure the safe operation of aircraft for the aviation activities specified in the certificate;
- (k) the term "EU Member State" means a State that is now or in the future a contracting party to the Treaty on the Functioning of the European Union; and
- (l) references to airlines of the United Kingdom shall be understood as referring to airlines designated by the United Kingdom.

## ARTICLE 2

### **Applicability of the Chicago Convention**

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

## ARTICLE 3

### **Grant of Rights**

- (1) Each Contracting Party grants to the other Contracting Party the following rights in respect of its international air services:
  - (a) the right to fly across its territory without landing;
  - (b) the right to make stops in its territory for non-traffic purposes.
- (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 Route Schedule in Annex 1 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 airline or 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 Route Schedule in Annex 1 to this Agreement for the purpose of taking on board and discharging passengers and cargo.
- (3) Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline or airlines of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers and cargo carried for hire or reward and destined for another point in the territory of the other Contracting Party.
- (4) If because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.
- (5) The designated airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

## ARTICLE 4

### **Designation and Authorization**

- (1) The aeronautical authority of each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designation may specify the scope of the authorization granted to each airline in relation to the operation of the agreed services. Designations and any changes thereto shall be made in writing by the aeronautical authority of the Contracting Party having designated the airline to the aeronautical

authority of the other Contracting Party.

(2) On receipt of such a designation, substitution or alteration thereto, and on application from the designated airline in the form and manner prescribed, the aeronautical authority of the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline(s) designated the appropriate operating authorizations.

(3) The aeronautical authority 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 authority in conformity with the provisions of the Chicago Convention.

(4) The aeronautical authority of each Contracting Party shall grant the operating authorizations referred to in paragraph (2) of this Article, provided that:

(a) in the case of an airline designated by the United Kingdom:

- i. it is established in the territory of the United Kingdom under the Treaty on the Functioning of the European Union and has a valid operating licence granted by an EU Member State in accordance with European Union law; and
- ii. effective regulatory control of the airline is exercised and maintained by the EU Member State responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly identified in the designation; and
- iii. the airline has its principal place of business in the territory of the EU Member State from which it has received the valid operating licence; and
- iv. the airline is owned, directly or through majority ownership, and it is effectively controlled by EU Member States and/or nationals of EU Member States, and/or by other states listed in Annex 2 to this Agreement and/or nationals of such other states.

(b) in the case of an airline designated by the UAE:

- i. it is established in the territory of the UAE and is licensed in accordance with the applicable law of the UAE; and
- ii. the UAE has and maintains effective regulatory control of the airline.

(c) The airline is in compliance with the provisions set forth in Article 9 (Aviation Security) and Article 10 (Safety).

(5) When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in whole or in part.

## ARTICLE 5

### **Revocation or Suspension of Operating Authorizations**

(1) The aeronautical authority of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 3 of this Agreement, or to impose conditions, temporarily or permanently, as it may deem necessary on the exercise of those rights:

- a) in the case of failure by that airline to comply with the laws and regulations normally and reasonably applied by the aeronautical authority of the Contracting Party granting those rights in conformity with the Chicago Convention; or
- b) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
- c) 1. in the case of an airline designated by the United Kingdom:
  - i) it is not established in the territory of the United Kingdom under the Treaty on the Functioning of the European Union or does not have a valid operating licence granted by an EU Member State in accordance with European Union law; or
  - ii) effective regulatory control of the airline is not exercised or not maintained by the EU Member State responsible for issuing its air operator's certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
  - iii) the airline does not have its principal place of business in the territory of the EU Member State from which it has received its operating licence; or
  - iv) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by EU Member States and/or nationals of EU Member States, and/or by other states listed in Annex 2 to this Agreement and/or nationals of such other states; or

- v) the airline holds an air operator's certificate issued by another EU Member State and it can be demonstrated that by exercising traffic rights under this Agreement on a route that includes a point in that other EU Member State, including the operation of a service which is marketed as, or otherwise constitutes a through service, it would in effect be circumventing restrictions on traffic rights imposed by a bilateral air services agreement between the UAE and that other EU Member State; or
  - vi) the airline holds an Air Operator's Certificate issued by a EU Member State and there is no bilateral air services agreement between the UAE and that EU Member State, and it can be demonstrated that the necessary traffic rights to conduct the proposed operation are not reciprocally available to the air carrier(s) designated by the UAE.
2. In the case of an airline designated by the UAE:
- i) The airline is not established in the territory of the UAE or is not licensed in accordance with the applicable law of the UAE; or
  - ii) The UAE does not have or does not maintain effective regulatory control of the airline; or
  - iii) the airline is majority owned and controlled by nationals of a state other than the UAE and it can be demonstrated that by exercising traffic rights under this Agreement on a route that includes a point in that other state, including the operation of a service which is marketed as, or otherwise constitutes a through service, it would in effect be circumventing restrictions on traffic rights imposed by a bilateral air services agreement between the United Kingdom and that other state; or
  - iv) the air carrier is majority owned and controlled by nationals of a state other than the UAE and there is no bilateral air services agreement between the United Kingdom and that other state, and it can be demonstrated that the necessary traffic rights to conduct the proposed operation are not reciprocally available to the air carrier(s) designated by the United Kingdom.

In exercising its right under this paragraph, and without prejudice to its rights under paragraph c) 1.v) and vi) of this Article, the UAE shall not discriminate between European Union air carriers on the grounds of nationality.

- d) in accordance with paragraph (9) of Article 9 (Aviation Security) and paragraph (6) of Article 10 (Safety) of this Agreement;



- e) in the case of failure by the other Contracting Party to take appropriate action to improve safety in accordance with paragraph (2) of Article 10 (Safety) of this Agreement; or
- f) in any case where the other Contracting Party fails to comply with any decision or stipulation arising from the application of Article 19 (Settlement of Disputes) of 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 aeronautical authority of the other Contracting Party, as provided for in Article 18 (Consultation).

(3) In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 19 (Settlement of Disputes) shall not be prejudiced.

(4) Either Contracting Party that exercises the rights under paragraph (1) of this Article shall notify in writing the other Contracting Party as soon as possible of the reasons for the refusal, suspension or limitation of the operating authorization or technical permission of an airline designated by it.

## 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 compete freely in operating the agreed services on the specified routes.

(2) There shall be no restriction on the capacity and the number of frequencies and/or type(s) of aircraft to be operated by the designated airlines of both Contracting Parties in any type of service (passenger, cargo, separately or in combination). Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers on the agreed services on the specified routes. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Chicago Convention.

(3) Neither Contracting Party shall impose on the other Contracting Party's designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

(4) Neither Contracting Party shall require the filing of schedules or operational plans by airlines of the other Contracting Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph (2) of this Article. If a Contracting Party requires filings for information purposes, it shall minimise the administrative burdens on air transport intermediaries and on designated airlines of the other Contracting Party of such filing requirements and procedures.

(5) Neither Contracting Party shall allow its designated airlines to engage in discriminatory, anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.

## ARTICLE 7

### **Prices**

(1) Each Contracting Party shall allow prices for air services to be established freely by each designated airline on the basis of fair competition. Neither Contracting Party shall require their airlines to consult other airlines about the prices they charge or propose to charge for services covered by this Agreement.

(2) The Contracting Parties shall not require prices to be filed with or notified to aeronautical authorities.

## 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 (including ticket printers);
  - (iii) cargo-loading equipment and component parts;
  - (iv) security equipment including component parts for incorporation into security equipment;

- (v) instructional material and training aids;
- (vi) 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, tobacco, cutlery and catering equipment) whether introduced into or taken on board in the territory of the other Contracting Party;
  - (ii) fuel (subject to paragraph (5) of this Article), lubricants and consumable technical supplies;
  - (iii) spare parts including engines; and
- (c) computer equipment and component parts introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party to assist in one or more of the following matters:
  - (i) the repair, maintenance or servicing of aircraft;
  - (ii) the handling of passengers at the airport (including computerised ticket equipment) or on board aircraft
  - (iii) the loading of cargo onto or the unloading of cargo from aircraft;
  - (iv) the carrying out of security checks on passengers or cargo;

provided in the case of sub-paragraphs (a)-(c) 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 or airlines of a Contracting Party in the territory of the other Contracting Party.

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

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

(5) Nothing in this Agreement shall prevent the United Kingdom from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the UAE that operates between a point in the territory of the United Kingdom and another point in the territory of the United Kingdom or in the territory of another EU Member State. In such case, the UAE would have a similar right to reciprocate without discrimination the imposition of similar taxes, levies, duties, fees or charges on fuel supplied in its territory.

## ARTICLE 9

### **Aviation Security**

(1) Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms 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, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Montreal Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 and any aviation security agreement that becomes binding on both Contracting Parties.

(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) 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 rapidly and safely such incident or threat thereof.

(4) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Chicago Convention to the extent that such security provisions are applicable to the Contracting Parties. Each Contracting Party shall require that its airlines and the operators of airports in its territory act in conformity with such aviation security provisions.

(5) Each Contracting Party agrees that its airlines shall be required to observe the aviation security provisions referred to in paragraph (4) of this article required by the other Contracting Party for entry into the territory of that other Contracting Party. For departure from, or while within, the territory of the United Kingdom, airlines shall be required to observe aviation security provisions in conformity with European Union law. For departure from, or while within, the territory of the UAE, airlines shall be required to observe aviation security provisions in conformity with the law in force in that country. Each Contracting Party shall ensure that adequate security measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading; and that those measures are adjusted to meet any increased threat to the security of civil aviation. Each Contracting Party agrees that security provisions required by the other Contracting Party for departure from and while within the territory of that other Contracting Party must be observed. Each Contracting Party shall also act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(6) With full regard and mutual respect for each other's sovereignty, a Contracting Party may adopt security measures for entry into its territory. Where possible, that Contracting Party shall take into account the security measures already applied by the other Contracting Party and any views that the other Contracting Party may offer. Each Party recognises, however, that nothing in this Article limits the right of a Contracting Party to refuse entry into its territory of any flight or flights that it deems to present a threat to its security.

(7) A Contracting Party may take emergency measures to meet a specific security threat. Such measures shall be notified immediately to the other Contracting Party.

(8) Without prejudice to the need to take immediate action in order to protect air transport security, the Contracting Parties affirm that when considering security measures, a Contracting Party shall evaluate possible adverse effects on international air transport and, unless constrained by law, shall take such factors into account when it determines what measures are necessary and appropriate to address those security concerns.

(9) Each Contracting Party may request consultations at any time concerning security standards adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party. Failure to reach a satisfactory resolution within 15 days from the date of such request, shall constitute grounds to revoke, suspend or limit the operating authorization and technical permissions of an airline or airlines of the other Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of 15 days.

## ARTICLE 10

### **Safety**

(1) Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.

(2) If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 5(1) (Revocation or Suspension of Operating Authorizations) of this Agreement.

(3) Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called “ramp inspection”), provided this does not lead to unreasonable delay.

- (4) If any such ramp inspection or series of ramp inspections gives rise to:
- (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Chicago Convention; or
  - (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Chicago Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Chicago Convention.

(5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

(6) Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

(7) Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

(8) Where the United Kingdom has designated an airline whose regulatory control is exercised and maintained by another EU Member State, the rights of the UAE under Article 10 (Safety) of this Agreement shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EU Member State and in respect of the operating authorization of that airline.



## ARTICLE 11

### **Codeshare**

(1) Any designated airline or airlines may, subject to applicable laws and regulations governing competition, enter into codesharing arrangements with any other airline or airlines, provided that:

- (a) each flight forming part of a service to which the arrangements apply is operated by an airline entitled to operate that flight; and
- (b) no service is held out by an airline of one Contracting Party for the carriage of local passengers and cargo between a point in the territory of the other Contracting Party and a point in a third state, or between two points in the territory of the other Contracting Party, unless that airline is entitled to operate and carry local passengers and cargo between those two points in its own right; and
- (c) in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.

(2) Subject to paragraph 1, the designated airline(s) of each Contracting Party may also offer codeshare services between any point(s) in the territory of the other Contracting Party, provided that such services are operated by an airline or airlines of the other Contracting Party.

## ARTICLE 12

### **Intermodal Transport**

The airlines of each Contracting Party shall be permitted to employ, in connection with air transport, any intermodal transport without restriction to or from any points in the territories of the Contracting Parties or third countries. Airlines may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other carriers. Such intermodal services may be offered as a through service and at a single price for the air and intermodal transport combined, provided that passengers and shippers are informed as to the providers of the transport involved.



## ARTICLE 13

### **Leasing**

(1) The designated airlines of each Contracting Party shall have the right to perform the agreed services on the specified routes using aircraft (or aircraft and crew) leased from any company, including other airlines, subject to the use of those aircraft on such basis being authorized by the aeronautical authorities of both Contracting Parties.

(2) In order to use aircraft on a lease basis in accordance with paragraph (1) of this Article, the designated airlines shall also be required to meet the conditions prescribed under the law and regulations normally applied to the operation of international air services by the Contracting Parties.

## ARTICLE 14

### **Ground Handling**

Subject to the laws and regulations of each Contracting Party, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling (“self-handling”) or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

## ARTICLE 15

### **Remittance of Earnings**

Each designated airline may on demand convert and remit freely local revenues in excess of sums locally disbursed in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting remittance) to the country of its choice. Such remittance shall be effected in any convertible currency. Prompt 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 16

### **Airline Representation and Sales**

- (1) The designated airlines of each Contracting Party shall have the right to establish in the territory of the other Contracting Party offices for the purpose of promotion and sale of air transportation and other ancillary products and facilities required for or related to the provision of air transportation.
- (2) The designated airlines of each Contracting Party shall be entitled to bring into and maintain in the territory of the other Contracting Party those of their own managerial, commercial, operational, sales, technical and other personnel and representatives as it may require in connection with the provision of air transportation.
- (3) Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services in the territory of such other Contracting Party.
- (4) The designated airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale and marketing of air transportation and its ancillary products and facilities in the territory of the other Contracting Party. For this purpose, the designated airlines shall have the right to use its own transportation documents (including electronic documents). The designated airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.
- (5) The designated airlines of one Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in any freely convertible currencies.
- (6) All the above activities in this Article shall be carried out in accordance with the applicable entry, residence and employment laws and regulations in force in the territory of the other Contracting Party.

## ARTICLE 17

### **User Charges**

(1) Each Contracting Party shall use its best efforts to ensure that the User Charges imposed or permitted to be imposed by its competent charging bodies on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities are just, reasonable and equitably apportioned among categories of users. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.

(2) User charges imposed on the airlines of the other Contracting Party may reflect, but not exceed, the full cost to the competent charging authorities or bodies of providing appropriate and not excessive airport, airport environmental, air navigation and aviation security facilities and services at the airport or within the airport system. Such charges may include a reasonable return on assets.

(3) Neither Contracting Party shall give preference, with respect to user charges, to its own or to any other airline(s) engaged in similar International Air Services and shall not impose or permit to be imposed on the designated airline(s) of the other Contracting Party, user charges higher than those imposed on its own designated airline(s) operating similar International Air Services using similar aircraft and associated facilities and services.

(4) Each Contracting Party shall encourage consultations between its competent charging bodies and the designated airlines using the services and facilities. Reasonable notice shall be given whenever possible to such users of any proposal for changes in user charges together with relevant supporting information and data, to enable them to express their views before the charges are revised.

## ARTICLE 18

### **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 and through discussion or correspondence, 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 19

### Settlement of Disputes

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

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

(a) within 30 days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within 60 days of the appointment of the second arbitrator;

(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 has the nationality of one of the Contracting Parties, the Vice-President shall be requested to make the appointment. If the Vice-President has the nationality of one of the Contracting Parties, the Member of the International Court of Justice next in seniority who does not have the nationality of one of the Contracting Parties shall be requested to 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. Each Contracting Party may submit a reply within 60 days of submission of the other Contracting Party's memorandum. 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, Vice-President or Member of the International Court of Justice in implementing the procedures in paragraph (2)(b) of this Article.

## ARTICLE 20

### **Amendment**

(1) The Contracting Parties shall agree any amendments to this Agreement by an Exchange of Notes.

(2) If both Contracting Parties become parties to a multilateral agreement that addresses matters covered by this Agreement, they shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

## ARTICLE 21

### **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 Organization.

ARTICLE 22

**Entry into Force**

- (1) This Agreement shall enter into force as soon as the Contracting Parties have notified each other of the completion of their respective constitutional formalities.
- (2) The Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United Arab Emirates concerning Air Services signed in Abu Dhabi on 2 June 2002 shall terminate from the date of entry into force of this Agreement.

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

Done in duplicate at Abu Dhabi this twenty first day of October 2014, in the English and Arabic languages, both texts being equally authoritative. In the case of a divergence of interpretation, the English text shall prevail.

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

TOBIAS ELLWOOD

**For the Government of the United  
Arab Emirates:**

DR ANWAR GARGASH

## ANNEX 1

### ROUTE SCHEDULE

#### **Section 1:**

Routes to be operated by the designated airlines of the UAE:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the UAE	Any Points	Any Points in the United Kingdom	Any Points

#### **Section 2:**

Routes to be operated by the designated airlines of the United Kingdom:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the United Kingdom	Any Points	Any Points in the UAE	Any Points

#### **Notes to Section 1 and 2**

1. The designated airlines of both Contracting Parties may, on any or all flights and at its option, operate in either or both directions; serve intermediate and beyond points on the routes in any combination and in any order; omit calling at any or all intermediate or beyond points; terminate its services in the territory of the other Contracting Party and/or in any point beyond that territory; serve points within the territory of each Contracting Party in any combination; transfer traffic from any aircraft used by them to any other aircraft at any point or points in the route; combine different flight numbers within one aircraft operation; and use owned or leased aircraft.
2. The designated airlines of each Contracting Party shall be allowed to combine points in the territory of the other Contracting Party without cabotage rights.
3. The designated airlines shall be allowed to exercise fifth freedom traffic rights at intermediate and beyond points as may from time to time be agreed by the Aeronautical Authorities of both Contracting Parties.

## **ANNEX 2**

### **LIST OF OTHER STATES REFERRED TO IN ARTICLE 4 AND 5 OF THIS AGREEMENT**

- (a) The Republic of Iceland (under the Agreement on the European Economic Area);
- (b) The Principality of Liechtenstein (under the Agreement on the European Economic Area);
- (c) The Kingdom of Norway (under the Agreement on the European Economic Area);
- (d) The Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation on Air Transport).



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