



Treaty Series No. 28 (2025)

Amendment to the Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Singapore concerning Air Services, done at Singapore on 21 August 2007 and to the Memorandum of Understanding between the Aeronautical Authorities of the United Kingdom of Great Britain and Northern Ireland and the Republic of Singapore, signed on 28 September 2022

Singapore, 7 and 21 April 2025

[The Agreement entered into force 21 April 2025]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of His Majesty
May 2025*



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**AMENDMENT TO THE AGREEMENT BETWEEN THE GOVERNMENT
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF
SINGAPORE CONCERNING AIR SERVICES, DONE AT SINGAPORE ON
21 AUGUST 2007 AND TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE AERONAUTICAL AUTHORITIES OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
REPUBLIC OF SINGAPORE, SIGNED ON 28 SEPTEMBER 2022**

Note No. 1

*British High Commission, Singapore to the Ministry of Foreign Affairs of the
Republic of Singapore.*

*Singapore
7 April 2025*

Note Number: NV/047/25

The British High Commission presents its compliments to the Ministry of Foreign Affairs of the Republic of Singapore and has the honour to refer to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Singapore concerning Air Services, done in Singapore on 21 August 2007 (hereinafter referred to as “the Agreement”) and to the Memorandum of Understanding between the Aeronautical Authorities of the United Kingdom of Great Britain and Northern Ireland and the Republic of Singapore, signed on 28 September 2022 (hereinafter referred to as the “2022 MOU”).

In accordance with Article 23 (Amendment) of the Agreement and paragraph 5 of the 2022 MOU, the High Commission has the honour to propose on behalf of the Government of the United Kingdom of Great Britain and Northern Ireland that the following amendments are made to the Agreement:

1. The Preamble of the Agreement shall be amended by deleting “Noting the agreement between the European Community and Singapore signed on 9 June 2006 on certain aspects of air services”.
2. Article 1 (Definitions) shall be amended by:
 - (a) deleting paragraphs (i), (j), and (k);
 - (b) renumbering paragraph (l) “the term “tariffs” means the prices which the designated airlines charge for the transport of passengers, baggage or cargo and the conditions under which those prices apply but excluding remuneration and conditions for carriage of mail” as paragraph (i); and

- (c) inserting “the term “investor airline” means an airline or airline holding company whose home State is not Singapore or the United Kingdom” in a new paragraph (j); and
 - (d) inserting “the term “home State”, in relation to an airline or airline holding company, means the State in which it maintains its principal place of business, the State of nationality of its majority shareholding, or the State where it is domiciled for tax purposes” in a new paragraph (k).
- 3. Article 3 (Grant of Rights) shall be amended by:
 - (a) inserting “carry stopover traffic through any points whether within or outside the territory of either Contracting Party” in a new paragraph (g);
 - (b) inserting “carry transit traffic through the territory of the other Contracting Party” in a new paragraph (h);
 - (c) inserting “combine traffic on the same aircraft regardless of where such traffic originates” in a new paragraph (i); and
 - (d) inserting “serve more than one point on the same service (co-terminalisation)” in a new paragraph (j).
- 4. Article 4 (Designation and Authorisation) shall be replaced by a new Article 4 (Designation and Authorisation) as set out in **Annex A**.
- 5. Article 5 (Revocation or Suspension of Operating Authorisation) shall be replaced by a new Article 5 (Refusal, Revocation or Suspension of Operating Authorisations) as set out in **Annex B**.
- 6. Article 7 (Tariffs) shall be amended by:
 - (a) replacing “may” with “shall” in paragraph (2); and
 - (b) deleting paragraph (3) in its entirety.
- 7. Article 8 (Duties, Taxes and Fees) shall be amended by inserting “Nothing in this Agreement shall prevent a Contracting Party from imposing customs duties, national excise taxes or similar national fees on fuel supplied in its territory, on a non-discriminatory basis, for use in an aircraft of a designated airline of the other Contracting Party that takes on board in the territory of the Contracting Party passengers, their baggage, cargo or mail carried for remuneration or hire and destined for another point in the territory of the Contracting Party.” in a new paragraph (6).
- 8. Article 10 (Aviation Security) of the Air Services Agreement shall be replaced by a new

Article 10 (Aviation Security) in the terms set out in **Annex C.**

9. Article 12 (Regulatory Control) shall be deleted entirely.
10. Article 13 (Recognition of Certificates and Licences) shall be renumbered as Article 12.
11. Article 14 (Codeshare) shall be renumbered as Article 13 and amended by:
 - (a) deleting paragraph (b) in its entirety; and
 - (b) renumbering paragraph (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." as paragraph (b).
12. Article 15 (Leasing) shall be renumbered as Article 14.
13. Article 16 (Ground Handling) shall be amended by deleting "including, in the case of the United Kingdom of Great Britain and Northern Ireland, European Union law" in paragraph (1) and renumbered as Article 15.
14. Article 17 (Transfer of Earnings) shall be renumbered as Article 16.
15. Article 18 (Airline Representation and Sales) shall be renumbered as Article 17 and amended by:
 - (a) deleting the first paragraph, including sub-paragraphs (a) and (b) in their entirety; and
 - (b) inserting "A designated airline" before "may" in the first line of the second paragraph.
16. Article 19 (User Charges) shall be renumbered as Article 18.
17. Article 20 (Intermodal transport) shall be amended by replacing "airlines" with "designated airlines" and renumbered as Article 19.
18. A new Article 20 (Take-off and Landing Slots) shall be inserted with the following text:

"Each Party shall ensure that its regulations, guidelines and procedures for the allocation of slots at the airports in its territory are applied in a transparent, effective, non-discriminatory and timely manner."
19. A new Article 21 (Environmental Protection) shall be inserted with the following text:

“(1) The Contracting Parties support the need to protect the environment by promoting the sustainable development of aviation.

(2) The aviation environmental standards adopted by ICAO in Annexes to the Chicago Convention shall be followed except where differences have been filed in accordance with the applicable ICAO procedures.

(3) Nothing in this Agreement shall be construed to limit the authority of the competent authorities of a Contracting Party to take all appropriate measures to prevent or otherwise address the environmental impacts of air services, provided that such measures are fully consistent with their rights and obligations under international law and are applied without distinction as to nationality.”.

20. Article 21 (Consultation) shall be renumbered as Article 22.

21. Article 22 (Settlement of Disputes) shall be renumbered as Article 23.

22. Article 23 (Amendment) shall be renumbered as Article 24.

23. A new Article 25 (Registration with ICAO) shall be inserted with the following text:

“The Contracting Parties shall register this Agreement and any amendment to it with ICAO.”.

24. Article 24 (Termination) shall be renumbered as Article 26.

25. Article 25 (Entry into Force) shall be renumbered as Article 27.

For the avoidance of doubt, in the case of any differences between the amendments set out in the Memorandum and in this Note, the proposed amendments as set out in this Note shall prevail.

If these proposals are acceptable to the Government of the Republic of Singapore, the High Commission has the honour to propose that this Note together with its Annexes, and the Ministry of Foreign Affairs’ reply, shall together constitute an agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Singapore, which shall enter into force on the date of the Ministry of Foreign Affairs’ reply.

The British High Commission avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Singapore the assurances of its highest consideration.

Note No. 2

Ministry of Foreign Affairs of the Republic of Singapore to the British High Commission, Singapore

*Singapore
21 April 2025*

Note Number: MFA/EUR/00086/2025

The Ministry of Foreign Affairs of the Republic of Singapore presents its compliments to the British High Commission in Singapore and has the honour to refer to the High Commission's Note NV/047/25 dated 7 April 2025 relating to the amendment of the Agreement between the Government of the Republic of Singapore and the Government of the United Kingdom of Great Britain and Northern Ireland Concerning Air Services, which was signed and entered into force on 21 November 2007 (hereinafter referred to as "the Agreement"), and to the Memorandum of Understanding on Air Services between the Aeronautical Authorities of the Republic of Singapore and the Government of the United Kingdom of Great Britain and Northern Ireland, signed on 28 September 2022 (hereinafter referred to as "the 2022 MOU"), which reads as follows:

'As Above'

The Ministry has the honour to confirm that the foregoing proposals are acceptable to the Government of the Republic of Singapore and that this Note, together with the Note from the British High Commission, shall constitute an agreement between the Government of the Republic of Singapore and the Government of the United Kingdom of Great Britain and Northern Ireland which shall enter into force on the date of this Note, 21 April 2025.

The Ministry of Foreign Affairs of the Republic of Singapore avails itself of this opportunity to renew to the British High Commission in Singapore the assurances of its highest consideration.

ANNEXES

Annex A

ARTICLE 4

Designation and Authorisation

(1) Each Contracting Party shall have the right to designate airlines for the purpose of operating the agreed services on each of the specified routes and to withdraw or alter such designations. Such designations shall be made in writing and shall be transmitted to the other Contracting Party.

(2) On receipt of such a designation, and of applications from a designated airline(s), in the form and manner prescribed for operating authorisations and technical permissions, the other Contracting Party shall, subject to paragraph (3) of this Article, without delay grant the appropriate authorisations and permissions.

(3) Each Contracting Party may refuse to grant the operating authorisations or technical permissions referred to in paragraph (2) of this Article, in any case where:

(a) it is not satisfied that:

(i) the airline has its principal place of business in the territory of the other Contracting Party;

(ii) the other Contracting Party has and maintains effective regulatory control of the airline; or

(iii) the airline is qualified to meet the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by the Contracting Party considering the application or applications; or

(b) the airline was designated after 1 January 2021, is substantially owned and effectively controlled by one or more investor airlines, and the traffic rights available to the airline by virtue of Article 3 of this Agreement would exceed the comparable traffic rights available to an airline of the home State of the investor airlines under any air services agreement or arrangements to which the Contracting Party and the investor airlines' home State are both party.

(4) 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.

Annex B

ARTICLE 5

Refusal, Revocation or Suspension of Operating Authorisations

- (1) Either Contracting Party may refuse, revoke, suspend, or limit the operating authorisation or technical permissions of an airline designated by the other Contracting Party if:
- (a) the airline does not have its principal place of business in the territory of the other Contracting Party;
 - (b) the other Contracting Party does not maintain effective regulatory control of the airline;
 - (c) the airline was designated after 1 January 2021, is substantially owned and effectively controlled by one or more investor airlines, and the traffic rights available to the airline by virtue of Article 3 of this Agreement would or do exceed the comparable traffic rights available to an airline of the home State of the investor airlines under any air services agreement or arrangements to which the Contracting Party and the investor airlines' home State are both party;
 - (d) the airline had failed to comply with the laws and regulations normally and reasonably applied by the Contracting Party granting those rights;
 - (e) the airline fails to comply with the provisions of Article 6 (Fair Competition) of this Agreement (and consultations under paragraph (9) of that Article have not achieved a satisfactory resolution);
 - (f) paragraph 13 of Article 10 (Aviation Security) of this Agreement applies;
 - (g) the airline or the other Contracting Party otherwise fails to comply with any provision of Article 10 (Aviation Security) of this Agreement;
 - (h) the other Contracting Party has failed to take appropriate action to improve safety in accordance with paragraph (2) of Article 11 (Safety) of this Agreement;
 - (i) paragraph (6) of Article 11 (Safety) of this Agreement applies;
 - (j) it determines that such action is necessary in order to prevent, protect against or control the spread of disease, or otherwise protect public health; or

- (k) 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 consultations with the other Contracting Party.
- (3) 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 authorisation or technical permission.

Annex C

ARTICLE 10

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) Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party which is subjected to an act of unlawful interference, and which lands in its territory, is detained on the ground unless its departure is necessary to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.
- (5) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and 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 designated airlines and the operators of airports in its territory act in conformity with such aviation security provisions.

(6) Each Contracting Party agrees that its designated airlines shall be required to observe the aviation security provisions referred to in paragraph (5) 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 other Contracting Party, designated airlines shall be required to observe aviation security provisions in conformity with the laws and regulations in force in that Contracting Party. 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 security measures are adjusted to meet any increased or specific threat to the security of civil aviation where appropriate. 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.

(7) Each Contracting Party shall, if requesting additional security measures for a specified flight(s), ensure appropriate consultation with the other Contracting Party and give consideration to alternative measures of the other Contracting Party that are equivalent to those requested. Each Contracting Party shall endeavour to ensure that requests from the other Contracting Party for additional security measures in respect of a specified flight(s) from the territory of the other Contracting Party are met, as far as may be practicable.

(8) Each Contracting Party shall also give consideration to a request from the other Contracting Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Contracting Party could make in the territory of the other Contracting Party their own assessment of the security measures in respect of flights destined for the territory of the Contracting Party making the request.

(9) 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 Contracting Party recognises, however, that nothing in this Article limits the right of a Contracting Party to refuse entry into its territory for any aircraft, passengers, crew or cargo that it deems to present a threat to its security.

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

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

(12) Each Contracting Party shall give consideration to requests from the other Contracting Party to allow the travel of armed personnel, including in-flight security officers (IFSOs) on flights governed by this Agreement. The deployment of IFSOs by either Contracting Party shall only take place where written agreement has been obtained, in advance, from the other Contracting Party, that such deployment be permitted.

(13) 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 authorisation and technical permissions of a designated airline or airlines of the other Contracting Party.

(14) When required by an emergency, a Contracting Party may take interim action prior to the expiry of 15 days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article or as mutually agreed by both Parties.

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