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Treaty Series No. 12 (2026)

Air Services Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Saudi Arabia

London, 2 November 2023

[The Agreement entered into force 17 December 2024]

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AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA

PREAMBLE

The Government of the United Kingdom of Great Britain and Northern Ireland ("the United Kingdom") and the Government of the Kingdom of Saudi Arabia ("the Kingdom of Saudi Arabia") 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 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 the term:

a. "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 Articles 90 and 94 of the Convention, thereof so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;

b. "Aeronautical Authority" means in the case of the United Kingdom, the Secretary of State for Transport or the Civil Aviation Authority or both, or the equivalent authorities for a territory for whose international relations the United Kingdom is responsible, as the case may be, and, in the case of the Kingdom of Saudi Arabia, the General Authority of Civil Aviation, or, in both cases, any person or body who may be designated to perform any functions at present exercisable by the above-mentioned authority or similar functions;

c. "this Agreement" includes the Annex hereto and any amendments to it or to this Agreement;

d. "agreed services" has the meaning given in Article 2 (Grant of Rights) of this Agreement;

e. “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;

f. “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Chicago Convention;

g. “designated airline” means an airline which has been designated in accordance with Article 3 (Designation and Authorisation) of this Agreement;

h. “specified routes” has the meaning given in Article 2 (Grant of Rights) of this Agreement;

i. “territory” in relation to a State has the meaning assigned to it in Article 2 of the Chicago Convention;

j. "Price" means the prices to be paid for the carriage of passengers, cargo and baggage and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail;

k. “Route Schedule” means the Schedule of the routes to operate air transportation services annexed to this Agreement and any amendments thereto as agreed in accordance with the provisions of Article 19 (Consultation and Amendment) of this Agreement;

l. “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;

m. “ICAO” means the International Civil Aviation Organization; and

n. “code-share” means cooperative marketing arrangements between two or more designated airlines for conducting operations.

ARTICLE 2

GRANT OF RIGHTS

(1) Each Contracting Party grants to the other Contracting Party the following rights in respect of its international air services:

(a) the right to fly across its territory without landing;

(b) the right to make stops in its territory for non-traffic purposes.

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

(3) While operating the agreed service on the 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 Schedule to this Agreement for the purpose of taking on board and discharging passengers and cargo, including mail.

(4) 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, including mail, carried for hire or reward and destined for another point in the territory of the other Contracting Party.

(5) 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 routeing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

ARTICLE 3

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 designation shall be transmitted to the other Contracting Party in writing through diplomatic channels.

(2) On receipt of such a designation, and of applications from the designated airline, in the form and manner prescribed for operating authorisations and technical permissions, the other Contracting Party shall grant appropriate authorisations and permissions without delay, provided:

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

(i) it is incorporated and has its principal place of business in the territory of the United Kingdom; and

(ii) the airline has a valid Operating Licence and an Air Operator's Certificate issued by the United Kingdom, and effective regulatory control of the airline is exercised and maintained by the United Kingdom; and

(b) in the case of an airline designated by the Kingdom of Saudi Arabia:

(i) it is incorporated and has its principal place of business in the territory of the Kingdom of Saudi Arabia; and

(ii) the airline has a valid Operating Licence and an Air Operator Certificate issued by the Kingdom of Saudi Arabia, and effective regulatory control of the airline is exercised and maintained by the Kingdom of Saudi Arabia; and

(c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party receiving the designation.

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

ARTICLE 4

REVOCATION OR SUSPENSION OF OPERATING AUTHORISATIONS

(1) Either Contracting Party may revoke, suspend or limit the operating authorisation or technical permissions of an airline of the other Contracting Party:

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

(i) it is not incorporated or does not have its principal place of business in the territory of the United Kingdom; or

(ii) it does not have a valid Operating Licence or an Air Operator Certificate issued by the United Kingdom or effective regulatory control of the airline is not exercised or not maintained by the United Kingdom;

b) where, in the case of an airline designated by the Kingdom of Saudi Arabia:

(i) it is not incorporated or does not have its principal place of business in the territory of the Kingdom of Saudi Arabia; or

(ii) it does not have a valid Operating Licence or an Air Operator Certificate issued by the Kingdom of Saudi Arabia or effective regulatory control of the airline is not exercised or not maintained by the Kingdom of Saudi Arabia;

c) if the airline fails to comply with the laws or regulations referred to in Article 5 (Compliance with Laws and Regulations) of this Agreement, or the laws normally and reasonably applied to the operation of international air services by the Contracting Party granting those rights; or

d) if the airline fails to comply with the provisions of Article 6 (Fair Competition) of this Agreement (and consultations under paragraph (6) of that Article have not achieved a satisfactory resolution); or

e) if the airline or the other Contracting Party otherwise fails to comply with any provision of Article 9 (Aviation Security) or Article 10 (Aviation Safety) of this Agreement; or

f) if it determines that wider security concerns justify such action; or

g) if 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

h) if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation between the Contracting Parties in conformity with Article 19 (Consultation and Amendment) of this Agreement.

(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.

ARTICLE 5

COMPLIANCE WITH LAWS AND REGULATIONS

(1) While entering, within, or leaving the territory of one Contracting Party, the laws and regulations relating to the admission to, operation within, and departure from its territory of aircraft engaged in international air services shall be complied with by the airlines of the other Contracting Party.

(2) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to and departure from its territory of passengers, crew, baggage, cargo, and/or mail on aircraft (including regulations relating to entry, clearance, immigration, passports, customs and quarantine, or in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew, baggage, cargo, and mail of the air carriers of the other Contracting Party.

(3) Each Contracting Party shall, upon request, direct the other Contracting Party to copies of the relevant laws and regulations referred to in this Article.

(4) Neither Contracting Party shall give preference to its own or any other airline over a designated airline of the other Contracting Party engaged in similar international air services in the application of the laws and regulations provided for in this Article.

ARTICLE 6

FAIR COMPETITION

(1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to compete in operating the agreed services on the specified routes.

(2) Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers in accordance with 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 any 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.

(5) Neither Contracting Party shall allow its designated airline or airlines, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route.

(6) If one Contracting Party believes that its designated airlines are being subjected to discrimination or unfair practices, which would adversely affect or is adversely affecting the fair and equal opportunity of the airlines of the first Contracting Party to compete in providing international air services, it may request consultations in accordance with Article 19 (Consultation and Amendment) and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than 30 days after receipt of the request, unless otherwise agreed by both Contracting Parties.

ARTICLE 7

PRICES

(1) Each Contracting Party shall allow prices for international 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 under this Agreement.

(2) Neither Contracting Party shall require notification or filing of any prices to be charged by the designated airline(s) of the other Contracting Party. .

ARTICLE 8

CUSTOMS DUTIES

(1) The Contracting Parties shall relieve the following from all customs duties, national excise taxes and other similar fees and taxes:

(a) Aircraft operated in international air services by the designated airlines of either Contracting Party, and:

(b) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party:

(i) repair, maintenance and servicing equipment and component parts;

(ii) passenger handling equipment and component parts;

(iii) cargo-loading equipment and component parts;

(iv) security equipment including component parts for incorporation into security equipment;

(v) instructional material and training aids;

(vi) airline and operators' documents; and

(c) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party or supplied to a designated airline of one Contracting Party in the territory of the other Contracting Party:

(i) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the territory of the other Contracting Party;

(ii) fuel, lubricants and consumable technical supplies;

(iii) spare parts including engines; and

(d) 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 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 (b)-(d) 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 duties and similar national fees shall not extend to charges based on the cost of services provided to the designated airlines of a Contracting Party in the territory of the other Contracting Party.

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

(4) The reliefs provided for by this Article shall also be available in situations where a designated airline of one Contracting Party has 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 a Contracting Party from imposing taxes, levies, duties, fees or charges on fuel supplied in its territory, on a non-discriminatory basis, for use in an aircraft of an airline that operates between two points 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) 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 necessitated by the overriding duty 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 airlines and the operators of airports in its territory act in conformity with such aviation security provisions. Accordingly, each Contracting Party shall, on request, provide the other Contracting Party notification of any difference between its national laws, regulations and practices and the aviation security standards of the Annexes referred to in this paragraph. Each Contracting Party may at any time request consultations,

to be held without delay, with the other Contracting Party to discuss those differences.

(6) Each Contracting Party agrees that its 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, airlines shall be required to observe aviation security provisions in conformity with the law 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 and give consideration to alternative measures of the other Contracting Party that are equivalent to those requested. Each Contracting Party shall 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 make available, as appropriate, and consistent with its sovereignty, the results of security audits carried out by ICAO and the corrective actions taken by that Contracting Party, if requested by the other Contracting Party, subject to the mutual agreement of appropriate arrangements for the secure transfer, use, storage and disposal of such information.

(9) Each Contracting Party shall also give sympathetic 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. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

(10) 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 flight or flights that it deems to present a threat to its security.

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

(12) 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 law, shall take such factors into account when it determines what measures are necessary, proportionate and appropriate to address those security concerns.

(13) Each Contracting Party shall give sympathetic consideration to requests from the other Contracting Party to allow the travel of 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.

(14) 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 an airline or airlines of the other Contracting Party.

(15) 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 Contracting Parties.

ARTICLE 10

AVIATION SAFETY

(1) Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aeronautical facilities, flight crew, 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 13 days or such longer period as may be agreed, shall be grounds for the application of Article 4 (Revocation or Suspension of Operating Authorisations) of this Agreement.

(3) Pursuant to Article 16 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 authorized representatives of the other Contracting Party. Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention, the purpose of this search is 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 in that paragraph.

(6) Each Contracting Party reserves the right to suspend or vary the operating authorisation 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.

ARTICLE 11

CODE-SHARING/COOPERATIVE ARRANGEMENTS

(1) In operating or holding out services under this Agreement, the designated airlines of the Contracting Parties may, subject to applicable laws and regulations, enter into code-sharing arrangements with any other airline, 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;

(b) subject to paragraph (2) of this Article, the designated airline in question has first secured any approvals that the aeronautical authorities of the Contracting Parties may require; 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) Any decision on whether to grant approval under paragraph (1)(b) of this Article shall be made by reference to the requirements provided for in this Agreement.

ARTICLE 12

AIRCRAFT 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 being authorised to use the aircraft on such basis by the aeronautical authority 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 13

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 14

TRANSFER OF EARNINGS

The designated airlines of each Contracting Party shall be permitted, on demand, to convert and remit all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed to the country of its choice. Prompt conversion and remittance shall be permitted without restrictions at the commercial rate of exchange prevailing 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 15

AIRLINE REPRESENTATION AND SALES

A designated airline may:

(i) in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party bring in and maintain in the territory of the other Contracting Party those of their own managerial, technical, operational and other specialist staff which the airline reasonably considers necessary for the provision of international air services;

(ii) use the services and personnel of any other organisation, company or airline operating in the territory of the other Contracting Party;

(iii) establish offices in the territory of the other Contracting Party; and

(iv) engage in the sale and marketing of international air services and ancillary services in the territory of the other Contracting Party, either directly or through agents or other intermediaries appointed by the airline. The airline may sell, and any person shall be free to purchase, such transportation and ancillary services in local currency or in any freely convertible other currency.

ARTICLE 16

USER CHARGES

(1) User charges imposed by the competent authorities or bodies of each Contracting Party on the airlines of the other Contracting Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be imposed on the airlines of the other Contracting Party on terms no less favourable than the most favourable terms available to any other airline at the time the charges are imposed.

(2) User charges imposed by the competent authorities or bodies of each Contracting Party on the airlines of the other Contracting Party may reflect, but not exceed, the full cost to those authorities or bodies of providing appropriate and not excessive airport, airport environmental, air navigation, aviation security and related facilities and services at the airport or within the airport system. Such charges may include a reasonable return on assets. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

(3) Each Contracting Party shall make its best efforts to ensure that consultations on user charges take place between the competent authorities or bodies in its territory and the airlines using the services and facilities, and that the competent authorities or bodies and the airlines exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs (1) and (2) of this Article. Each Contracting Party shall make its best efforts to ensure that the competent authorities or bodies provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

(4) Neither Contracting Party shall be in breach of a provision of this Article, unless:

(a) it fails to undertake a review, or fails to commission an independent review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable time; or

(b) following such a review, it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

ARTICLE 17

INTERMODAL TRANSPORT

The designated airlines of each Contracting Party shall be permitted to employ, in connection with international air services, any intermodal transport 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 18

ENVIRONMENTAL PROTECTION

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

(2) When environmental measures are established, the aviation environmental standards adopted by ICAO in Annexes to the Chicago Convention shall be followed except where differences have been filed.

(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.

ARTICLE 19

CONSULTATION AND AMENDMENT

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

(2) Any amendment of this Agreement agreed by the Contracting Parties shall come into force when confirmed by an exchange of diplomatic notes between the Contracting Parties notifying completion of their respective internal requirements.

(3) Any amendment of the Route Schedule annexed to this Agreement may be made by written agreement between the Aeronautical Authorities of the Contracting Parties.

ARTICLE 20

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 which has diplomatic relations with both Contracting Parties at the time of the appointment, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within 60 days of the appointment of the second;

(b) if within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of ICAO to make the necessary appointment within 30 days. If the President of the Council of ICAO has the nationality of one of the Contracting Parties, the most senior Vice-President shall be requested to make the appointment. If the most senior Vice-President has the nationality of one of the Contracting Parties, the senior Member of Council of ICAO 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 final and 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 of the Council of ICAO, the most senior Vice-President or the senior Member of ICAO in implementing the procedures in paragraph (2)(b) of this Article.

ARTICLE 21

MULTILATERAL AGREEMENTS

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 conform with the provisions of that multilateral agreement.

ARTICLE 22

REGISTRATION WITH ICAO

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

ARTICLE 23

TERMINATION

(1) Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to ICAO.

(2) In such case, the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual agreement before the expiry 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 ICAO, and each Contracting Party retains one original in each language for implementation.

ARTICLE 24

ENTRY INTO FORCE

1. This Agreement shall enter into force on the date of the latter note in an exchange of diplomatic notes between the Contracting Parties notifying each other of the completion of their respective internal requirements.

2. The Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Saudi Arabia for Air Services between and beyond their respective Territories signed in Jeddah on 20 January 1975 shall terminate from the date of entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly designated by their respective Governments, have signed this Agreement. The Route Schedule is an integral part of this Agreement.

Done in duplicate at Riyadh this second day of November 2023, corresponding to 18 Rabi‘ II 1445 AH, in the English and the Arabic languages, both texts being equally authentic and each Contracting Party retains one original in each language for implementation.

For the Government of the United Kingdom of Great Britain and Northern Ireland:	**For the Government of the Kingdom of Saudi Arabia:**
MARK HARPER	**SALEH BIN NASSER AL JASSER**

ANNEX

ROUTE SCHEDULE

Section 1:
Routes to be operated by the designated airline or airlines of the United Kingdom:

Points in the United Kingdom	Intermediate Points	Points in the Kingdom of Saudi Arabia	Points Beyond
Any Points	Any Points	Any Points	Any Points

NOTES:

1. Intermediate points or points beyond may be omitted on any flight provided that the service begins or ends in the territory of the United Kingdom.

2. No Traffic (including all forms of stop-over traffic) may be picked up at an intermediate point to be set down in the territory of Saudi Arabia or may be picked up in the territory of Saudi Arabia to be set down at a point beyond, and vice versa, except as may from time to time be jointly determined by the Aeronautical Authorities of the Contracting Parties.

Section 2:
Routes to be operated by the designated airline or airlines of the Kingdom of Saudi Arabia:

Points in the Kingdom of Saudi Arabia	Intermediate Points	Points in the United Kingdom	Points Beyond
Any Points	Any Points	Any Points	Any Points

NOTES:

1. Intermediate points or points beyond may be omitted on any flight provided that the service begins or ends in Saudi Arabia.

2. No Traffic (including all forms of stop-over traffic) may be picked up at an intermediate point to be set down in the territory of the United Kingdom or may be picked up in the territory of the United Kingdom to be set down at a point beyond, and vice versa, except as may from time to time be jointly determined by the Aeronautical Authorities of the Contracting Parties.

Section 3:
Operational flexibility

The designated airlines of either Contracting Party may, on any or all flights and at their option:

a. operate flights in either or both directions;
b. combine different flight numbers within one aircraft operation;
c. serve intermediate and beyond points on the routes in any combination and in any order.
d. omit stops at any point or points;
e. transfer traffic between aircraft of the same airline at any point (change of gauge);
f. serve points behind any point in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;
g. carry stopover traffic through any points whether within or outside the territory of either Contracting Party.
h. carry transit traffic through the territory of the other Contracting Party;
i. combine traffic on the same aircraft regardless of where such traffic originates;
j. serve more than one point on the same service (co-terminalisation).

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