

UGANDA



Treaty Series No. 25 (1998)

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Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Republic of Uganda

concerning Air Services

Kampala, 10 December 1993

[The Agreement entered into force on signature on 10 December 1993]

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

June 1998

11/11/2020

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

**The Government of the United Kingdom of Great Britain and Northern Ireland and the
Government of the Republic of Uganda,**

Being Parties to the Convention on International Civil Aviation opened for signature
at Chicago on 7 December 1944;¹

Desiring to conclude an Agreement supplementary to the said Convention for the
purpose of establishing air services between their respective territories;

Have agreed as follows:

ARTICLE 1

Definitions

For the purpose of this Agreement, unless the context otherwise requires:

- (a) the term “the Chicago Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944 and includes:
 - (i) any amendment thereto which has entered into force under Article 94(a) thereof and has been ratified by both Contracting Parties: and
 - (ii) any Annex or any amendment thereto adopted under Article 90 of that Convention, insofar as such amendment or annex is at any given time effective for both Contracting Parties;
- (b) the term “aeronautical authorities” means in the case of the United Kingdom, the Secretary of State for Transport, and in the case of The Republic of Uganda, The Minister of Transport and Communications, or, in both cases, any person or body authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;
- (c) the term “designated airline” means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;
- (d) the term “territory” in relation to a State has the meaning assigned to it in Article 2 of the Chicago Convention;
- (e) 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;
- (f) the term “this Agreement” includes the Annex hereto and any amendments to it or to this Agreement;
- (g) the term “tariffs” has the meaning assigned to it in Article 7 of this Agreement.

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.

¹Treaty Series No. 8 (1953) Cmd 8742.

ARTICLE 3

Grant of Rights

- (1) Each Contracting Party grants to the other Contracting Party the following rights in respect of its international air services:
 - (a) the right to fly across its territory without landing;
 - (b) the right to make stops in its territory for non-traffic purposes.
- (2) Each Contracting Party grants to the other Contracting Party the rights hereinafter specified in this Agreement for the purpose of operating international air services on the routes specified in the appropriate Section of the Schedule annexed to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route the airlines designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Schedule to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail.
- (3) Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airlines of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers and cargo, including mail, carried for hire or reward and destined for another point in the territory of the other Contracting Party.
- (4) If because of armed conflict, political disturbances or 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.

ARTICLE 4

Designation of and Authorisation of Airlines

- (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations.
- (2) On receipt of such a designation the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisations.
- (3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Chicago Convention.
- (4) Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3(2) of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.
- (5) When an airline has been so designated and authorised it may begin to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

Revocation or Suspension of Operating Authorisations

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 3(2) of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of those rights:

- (a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party; or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting those rights; or
- (c) if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 6

Principles Governing Operation of Agreed Services

(1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision at a reasonable load factor of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo, including mail, coming from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo, including mail, both taken on board and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- (a) traffic requirements to and from the territory of the contracting Party which has designated the airline.
- (b) traffic requirements of the areas through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

(4) The aeronautical authorities of the Contracting Parties shall from time to time jointly determine the practical application of the principles contained in the foregoing paragraphs of this Article for the operation of the agreed services by the designated airlines. Such determinations shall take place at the request of either aeronautical authority or of the airlines.

ARTICLE 7

Tariffs

- (1) (a) The term “tariff” means:
 - (i) the fare charged by an airline for the carriage of passengers and their baggage on scheduled air services and the charges and conditions for services ancillary to such carriage;
 - (ii) the freight rate charged by an airline for the carriage of cargo (excluding mail) on scheduled air services;
 - (iii) the conditions governing the availability or applicability of any such fare or freight rate including any benefits attaching to it; and
 - (iv) the rate of commission paid by an airline to an agent in respect of tickets sold or air waybills completed by that agent for carriage on scheduled air services.
 - (b) where fares or freight rates differ according to the season, day of the week or time of the day on which a flight is operated, the direction of travel or according to some other factor, each different fare or freight rate shall be regarded as a separate tariff whether or not it has been filed separately with the related conditions with the relevant authorities.
- (2) The tariffs to be charged by the designated airlines of the Contracting Parties for carriage between their territories shall be those approved by the aeronautical authorities of both Contracting Parties and shall be established at reasonable levels, due regard being paid to all relevant factors, including the cost of operating the agreed services, the interests of users, reasonable profit, the tariffs of other airlines operating over the whole or part of the same route, and the tariff levels in neighbouring countries.
- (3) The tariffs referred to in paragraph (2) of this Article may be agreed by consultation between the designated airlines seeking approval of the tariff and the other designated airlines of both Contracting Parties operating over the whole or part of the same route. However, a designated airline shall not be precluded from filing any proposed tariff, nor the aeronautical authorities from approving it, if that airline shall have failed to obtain the agreement of the other designated airlines, or because that designated airline is the only designated airline operating on the route. Reference in this and the preceding paragraph to “the same route” means the route operated, not the specified route.
- (4) Any proposed tariff for carriage between the territories of the Contracting Parties shall be filed by the designated airline seeking approval for it with the aeronautical authorities of both Contracting Parties in such form as the aeronautical authorities of each Contracting Parties may require to disclose the particulars referred to in paragraph (1) of this Article. It shall be filed not less than sixty (60) days (or such shorter period as the aeronautical authorities of both Contracting Parties may agree) before the proposed effective date. The proposed tariff shall be treated as having been filed with a Contracting Party on the date on which it is received by the aeronautical authorities of that Contracting Party.
- (5) (a) Any proposed tariff may be approved by the aeronautical authorities of either Contracting Party at any time and, providing it has been filed in accordance with paragraph (4) of this Article, shall be deemed to have been approved by the aeronautical authorities of a Contracting Party unless, within thirty (30) days (or such shorter period as the aeronautical authorities of both Contracting Parties may agree) after the date of filing, the aeronautical authorities of that Contracting Party have served on the aeronautical authorities of the other Contracting Party written notice of disapproval of the proposed tariff.
- (b) Any proposed tariff which has been filed in the form required by paragraph (4) of this Article, but not in conformity with the minimum filing period therein specified, shall nevertheless be treated as having been approved by the aeronautical authorities of a Contracting Party unless the aeronautical authorities of that Contracting Party have either:

- (i) notified the airline filing the proposed tariff within fifteen (15) days after the date of filing that the proposed tariff must be refiled in conformity with the minimum filing period, or
 - (ii) served on the aeronautical authorities of the other Contracting Party, within thirty (30) days (or such shorter or longer period as the aeronautical authorities of both Contracting Parties may agree) after the date of filing, written notice of disapproval of the proposed tariff.
- (6) If a notice of disapproval is given in accordance with the provisions of paragraph (5) of this Article, the aeronautical authorities of the two Contracting Parties may determine the tariff by mutual agreement. Either Contracting Party may, within thirty (30) days of the service of a notice of disapproval, request consultations which shall be held within thirty (30) days of the request.
- (7) If a tariff has been disapproved by one of the aeronautical authorities in accordance with paragraph (5) of this Article, and the aeronautical authorities have been unable to determine the tariff by agreement in accordance with paragraph (6) of this Article, the dispute may be settled in accordance with the provisions of Article 15 of this Agreement.
- (8) Subject to paragraph (9) of this Article a tariff established in accordance with the provisions of this Article shall remain in force until a replacement tariff has been established.
- (9) Except with the agreement of the aeronautical authorities of both Contracting Parties, and for such period as they may agree, a tariff shall not be prolonged by virtue of a paragraph (8) of this Article.
- (a) where a tariff has a terminal date, for more than twelve (12) months after that date;
 - (b) where a tariff has no terminal date, for more than twelve (12) months after the date on which the designated airline or airlines of one Contracting Party or both, file a replacement tariff with the aeronautical authorities of the Contracting Parties.
- (10) (a) The tariffs to be charged by a designated airline of one Contracting Party for carriage between the territory of the other Contracting Party and the territory of a third State via any route shall be subject to the approval of the aeronautical authorities of the other Contracting Party and, where appropriate, of the third State.
- (b) No tariff shall be approved for such carriage unless it has been filed by the designated airline seeking that approval with the aeronautical authorities of the other Contracting Party in such form as those aeronautical authorities may require to disclose the particulars referred to in paragraph (1) of this Article not less than ninety (90) days (or such shorter period as those aeronautical authorities may in a particular case agree) prior to the proposed effective date.
 - (c) In the event that a tariff which has been approved in accordance with the provisions of paragraph (10) of this Article is subsequently considered for any reason by the aeronautical authorities of one country to be inappropriate or causing serious damage to a designated airline or other airlines on a particular route or routes, those aeronautical authorities may request consultations with the aeronautical authorities of the other country with a view to agreeing a tariff. Such consultations shall be completed within thirty (30) days of being requested.

ARTICLE 8

Customs Duties

(1) Aircraft operated in international air services by the designated airlines of either Contracting Party, their regular equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, and aircraft stores (including but not limited to such items as food, beverages and tobacco) which are on board such aircraft shall be relieved on the basis of reciprocity from all customs duties, national excise taxes and similar

national fees and charges not based on the cost of services provided on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be relieved from the duties, taxes, fees and charges referred to in paragraph (1) of this Article, with the exception of charges on the cost of the service provided:

- (a) aircraft stores introduced into or supplied in the territory of a Contracting Party and taken on board, within reasonable limits, for use on outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;
- (b) spare parts including engines introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used in an international air service of a designated airline of the other Contracting Party; and
- (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft engaged in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) 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 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 paragraphs (1) and (2) of this Article, provided such other airline or airlines enjoy such reliefs from such other Contracting Party.

ARTICLE 9

Aviation Security

(1) The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm that their obligations to each other to provide for the security of civil aviation against acts of unlawful interference (and in particular their obligations under the Chicago Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963¹, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970² and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971³ form an integral part of this Agreement.

(2) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

(3) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security Standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organisation and designated as Annexes to the Chicago Convention; and shall require that operators of aircraft of their registry, operators who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory, act in conformity with such aviation security provisions. In this paragraph the reference to aviation security Standards

¹Treaty Series No. 126 (1969) Cmnd 4230.

²Treaty Series No. 39 (1972) Cmnd 4956.

³Treaty Series No. 10 (1974) Cmnd 5524.

includes any difference notified by the Contracting Party concerned. Each Contracting Party shall inform the other that it is filing a difference with ICAO at the time that it files that difference.

(4) Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet increases in the threat. Each Contracting Party agrees that its airlines may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party, for entrance into, departure from or while within, the territory of that other Contracting Party. Each Contracting Party shall also act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(5) When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate as rapidly as possible commensurate with minimum risk to life such incident or threat.

(6) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party. Failure by the Contracting Parties to reach a satisfactory resolution of the matter within thirty (30) days from the date of receipt of such request shall constitute grounds for withholding, revoking, limiting or imposing conditions on the operating authorisations or technical permissions of an airline or airlines of the other Contracting Party. When justified by an emergency, a Contracting Party may take interim action prior to the expiry of thirty (30) days.

ARTICLE 10

Provision of Statistics

The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 11

Transfer of Earnings

Each designated airline shall have the right to remit to its country on demand revenues earned locally in excess of sums locally disbursed. Where such earnings are in local currency, conversion for remittance purposes shall be freely permitted at the rate of exchange fixed by the competent authorities of the Contracting Party concerned. The exchange rate shall be that which is applicable to current transactions and which is in effect at the time such revenues are presented for conversion and remittance.

The revenues referred to in this Article shall be those earned in connection with travel-related services including the carriage of passengers, baggage, cargo and mail.

ARTICLE 12

Airline Representation

The designated airline or airlines of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air services.

ARTICLE 13

User Charges

(1) Neither Contracting Party shall impose or permit to be imposed on the designated airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

(2) Each Contracting Party shall encourage consultation between its competent charging authorities and airlines using the services and facilities where practicable through those airlines' representative organisations. Each Contracting Party shall further encourage the competent charging authorities and the airlines to exchange appropriate information concerning user charges.

ARTICLE 14

Consultation

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

ARTICLE 15

Settlement of Disputes

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

(2) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, the dispute 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 thirty (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 sixty (60) days of the appointment of the second;
- (b) if within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the International Court of Justice to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.

(3) Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (30) days after the tribunal is fully constituted.

(4) Except as otherwise agreed by the Contracting Parties or prescribed by tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its own discretion, within thirty (30) days after replies are due.

(5) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (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 fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

(7) The decision of the tribunal shall be binding on the Contracting Parties.

(8) Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses incurred by the President or Vice-President of the International Court of Justice in implementing the procedures in paragraph (2)(b) of this Article.

ARTICLE 16

Amendment

Any amendment of this Agreement agreed by the Contracting Parties shall come into effect when confirmed by an Exchange of Notes.

ARTICLE 17

Termination

Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. This Agreement shall terminate at midnight (at the place of receipt of the notice) twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn 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 fourteen (14) days after receipt of the notice by the International Civil Aviation Organisation.

ARTICLE 18

Entry into Force

This Agreement shall enter into force on the date of signature.

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

Done in duplicate at Kampala this tenth day of December 1993.

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

For the Government of the Republic of
Uganda:

EDWARD CLAY

RUHAKANA RUGUNDA

ANNEX

Route Schedule

Section 1

Route to be operated by the designated airline or airlines of the United Kingdom:

Points in the United Kingdom — intermediate points — points in the Republic of Uganda — points beyond in Africa.

Notes:

1. The routes may be operated in either direction.
2. The designated airlines of the United Kingdom may on any or all flights omit calling at any of the above-mentioned points provided that the agreed services on these routes begin at a point in United Kingdom territory.
3. No traffic may be picked up at an intermediate point and set down at points in the Republic of Uganda or at points in the Republic of Uganda to be set down at a point beyond, and vice versa, except as may from time to time be agreed by the aeronautical authorities of the Contracting Parties. This restriction also applies to all forms of stop-over traffic.

Section 2

Route to be operated by the designated airline or airlines of Uganda:

Points in the Republic of Uganda — intermediate points — points in the United Kingdom — points beyond in Western Europe.

Notes:

1. The routes may be operated in either direction.
2. The designated airlines of the Republic of Uganda may on any or all flights omit calling at any of the above-mentioned points provided that the agreed services on these routes begin at a point in the territory of the Republic of Uganda.
3. No traffic may be picked up at an intermediate point and set down at points in the United Kingdom or at points in the United Kingdom to be set down at a point beyond, or vice versa, except as may from time to time be agreed by the aeronautical authorities of the Contracting Parties. This restriction also applies to all stop-over traffic.

Printed in the UK by The Stationery Office Limited on behalf of
the Controller of Her Majesty's Stationery Office
335548 6/98 19585

ISBN 0-10-139852-2

