

No. 1109

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**UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND  
and  
FRANCE**

**Agreement regarding reciprocal military air transit facilities  
(with annexes and exchange of notes). Signed at Paris,  
on 19 April 1948**

*Official texts: English and French.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 20 March  
1951.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE ET  
D'IRLANDE DU NORD**

**et  
FRANCE**

**Accord concernant les facilités réciproques de transit militaire  
par voie aérienne (avec annexes et échange de notes).  
Signé à Paris, le 19 avril 1948**

*Textes officiels anglais et français.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 20 mars 1951.*

No. 1109. AGREEMENT<sup>1</sup> BETWEEN HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE FRENCH REPUBLIC REGARDING RECIPROCAL MILITARY AIR TRANSIT FACILITIES. SIGNED AT PARIS, ON 19 APRIL 1948

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

desiring to provide, on a reciprocal basis, facilities for the military aircraft of both Contracting Parties, have authorised as their representatives the Chiefs of Air Staff, who being duly authorised to this effect, have agreed as follows:—

*Article I*

GENERAL PROVISIONS

The military aircraft of each Contracting Party, operating along the routes specified in Annexes "A" and "B" and under the conditions of the present Agreement, shall enjoy the following facilities:—

- (a) the right of flight without landing over territories under the jurisdiction or authority of the other Contracting Party;
- (b) the right of landing at airfields or air bases (to be agreed in accordance with the provisions of Section IV of Annexes "A" and "B") where the military authority of the other Contracting Party has facilities at his disposal and for so long as those facilities are maintained at the airfields or bases in question. It is understood that, in the case of airfields or air bases situated in territory not under the authority or jurisdiction of the other Contracting Party, the facilities granted shall not infringe the sovereignty of the countries concerned;
- (c) in the event of necessity the right of landing at any military or civil airfield or base situated in a territory under the jurisdiction or authority of the other Contracting Party.

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<sup>1</sup> Came into force on 19 April 1948, as from the date of signature, in accordance with article IX.

*Article II*

## SPECIAL PROVISIONS

In the event of either Contracting Party ceasing to maintain a base or airfield made available for use by the other Contracting Party under the provisions of the present Agreement, it shall be incumbent upon the first Contracting Party:—

- (a) to give twenty-eight days' warning to the other Contracting Party; and either
- (b) to designate, if possible, a suitable alternative military staging post; or to do its utmost to secure for the other Contracting Party as far as possible equivalent facilities, by the exercise of its good offices, from the Government of the territory where its former base was situated or from civil aviation corporations or authorities.

*Article III*

## CONDITIONS GOVERNING FLIGHTS

(1) The facilities provided for under the present Agreement in Article I and Article IV shall be automatically granted to the aircraft of either Contracting Party:—

- (a) operating regularly along the routes and within the frequencies fixed in Section I and II of Annexes "A" and "B";
- (b) operating along these routes not on a regular basis and outside these frequencies, provided that—
  - (i) no landing is planned outside the airfields or air bases agreed in accordance with Section IV of Annexes "A" and "B";
  - (ii) no services or facilities are required in excess of those provided in Article IV;
  - (iii) the flights have been cleared in advance.

(2) Flights not fulfilling the conditions of paragraph (1) above, will be subject to special agreement beforehand.

*Article IV*

## SCOPE OF ASSISTANCE

The facilities to be accorded to the military aircraft of either Contracting Party at the bases and airfields to be agreed under Section IV of Annexes "A" and "B" shall be as follows:—

- (a) Normal servicing and supply of petrol, oil and lubricants for aircraft and, except in the case of aircraft of United States type, the supply of spares as far as possible.
- (b) Accommodation and food for service crews and official passengers under the same conditions as are prescribed for crews and passengers of equivalent rank of the other Contracting Party.
- (c) The meteorological and radio services required for normal navigation and point-to-point communications.

#### *Article V*

#### ACCIDENT, SEARCH AND RESCUE AND INVESTIGATION

In the event of forced landing elsewhere than at an airfield, or of an accident, measures of search and rescue will be taken in accordance with current international agreements. Preliminary technical investigation of the accident will be carried out to the best of their ability by the authorities of that Contracting Party best placed to do so immediately.

#### *Article VI*

#### POLICE, CUSTOMS, HEALTH

(1) The military aircraft of one Contracting Party shall observe the applicable flight control and air safety rules, and their crews and passengers shall observe the control, police, customs and medical regulations in force in territories under the jurisdiction or authority of the other Contracting Party. Their crews shall also observe the rules for preparation and the instructions for flight given them by the competent authorities of the latter Contracting Party. Subject as aforesaid, the military aircraft shall enjoy in principle the privileges which are customarily accorded to foreign vessels of war, except in the case of aircraft landing under the conditions specified in Article I (c).

(2) When using airfields and air bases maintained by the one Contracting Party in territory not under its jurisdiction or authority, the military aircraft of the other Contracting Party, their crews and passengers (as the case may be) shall, in addition to complying with the applicable regulations in force in the territory, observe the flight control and air safety rules prescribed by the former Contracting Party as also any control, police, customs and medical regulations enforced by that Contracting Party at these airfields and bases and the rules for preparation and the instructions for flight given by the competent authorities of that Contracting Party.

*Article VII*

The Annexes to the present Agreement may be modified or amended at any time by agreement between the competent authorities of the two Contracting Parties.

For the purposes of the present Agreement the competent authorities of the Contracting Parties are:—

The Chiefs of Air Staff, or such persons or organisations as may be duly designated by them.

*Article VIII*

It is understood that the expenditure incurred by each Contracting Party on behalf of the other as a result of the coming into force of the present Agreement shall be balanced. A special Agreement will define the means by which this balance shall be established and maintained.

*Article IX*

The present Agreement shall enter into force as from this day's date and shall remain in force until six months after the date on which either Contracting Party has given notice of termination to the other through the diplomatic channel.

IN WITNESS WHEREOF the undersigned, duly authorised by their respective Governments, have signed the present Agreement and fixed thereto their seals.

DONE in duplicate in English and French, both texts being equally authentic.

Paris, 19th April, 1948.

[L.S.] TEDDER,  
M.R.A.F

[L.S.] LÉCHÈRES

## ANNEX "A"

## SCHEDULED SERVICES BY BRITISH MILITARY AIRCRAFT OVER FRENCH TERRITORY AND TERRITORIES IN WHICH FRENCH FACILITIES ARE AVAILABLE

## SECTION I

*Services overflying French territory without landing, except in emergency*

<i>Route</i>	<i>Type of aircraft and average frequency</i>	<i>Type of aircraft and maximum frequency</i>
(a) Lyneham-Singapore . .	York 3/7	York 7/7
(b) United Kingdom-Delhi .	York 3/7	York 7/7
(c) Lyneham-Fayid . . . .	York 4/7	York 7/7

## SECTION II

*Services involving landings in territories in which French facilities are available*

<i>Route</i>	<i>Type of aircraft and average frequency</i>	<i>Type of aircraft and maximum frequency</i>
(a) Rangoon-Hong Kong .	Dakota 4/7	Dakota 7/7
(b) Singapore-Hong Kong .	Dakota 3/7	Dakota 7/7
(c) United Kingdom Middle East and Far East	Various single-engined and light twin-engined aircraft	Twin-engined aircraft, 6 daily. Single-engined aircraft, 6 daily. Aircraft will normally operate in groups of 6

## SECTION III

*Future routes*

<i>Route</i>	<i>Remarks</i>
(a) United Kingdom-Lagos	This route is required for flying-boat training and reinforcement purposes. There is no requirement at present. Maximum flow will not exceed 5 flying-boats a month and will not exceed 2 flying-boats on any one day. Refuelling, mooring and servicing facilities will be required.
(b) United Kingdom-Khartoum and eastwards (via West Africa)	This route will not normally be used unless the route via Egypt or Palestine is closed.

## SECTION IV

*Airfields and bases to be used by British military aircraft*

The bases which will be used by British military aircraft on the routes mentioned in Sections II and III above and the particular facilities which will be supplied on these bases will be the subject of discussions between the competent authorities of the two Contracting Parties.

## ANNEX "B"

SCHEDULED SERVICES BY FRENCH MILITARY AIRCRAFT OVER  
BRITISH TERRITORY AND TERRITORIES IN WHICH BRITISH  
FACILITIES ARE AVAILABLE

## SECTION I

*Services overflying territory where there are British facilities without landing except in an emergency*

Nil

## SECTION II

*Services involving landings in territories in which British facilities are available*

<i>Route</i>	<i>Type of aircraft and frequency in each direction</i>	<i>Remarks</i>
(a) Paris—Antananarivo . . .	Dakota 2/30	
(b) Paris—Saigon and return .	Dakota or JU 52 1/7	Ambulance Service
(c) Saigon—Paris and return .	Halifax 1/30 Dakota 1/7	Regular Service
(d) Paris—Brazzaville . . . .	Dakota or JU 52 1/30	

## SECTION III

Nil

## SECTION IV

*Airfields and bases to be used by French military aircraft*

The bases which will be used by the French military aircraft on the routes mentioned in Sections II and III above and the particular facilities which will be supplied on these bases will be the subject of discussions between the competent authorities of the two Contracting Parties.

## EXCHANGE OF NOTES

## I

*His Majesty's Ambassador at Paris to the French Minister for Foreign Affairs*

BRITISH EMBASSY

Paris, 19th April, 1948

M. le Président,

With reference to the Agreement signed to-day between our two Governments providing for reciprocal facilities for French and British military aircraft, I have the honour to inform Your Excellency that His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland will co-operate to the fullest extent of their power in the provision of these facilities, especially as regards territories not under the jurisdiction or authority of the Government of the United Kingdom.

I should be grateful if Your Excellency would confirm that the French Government are also willing to co-operate fully in the implementation of this Agreement.

I have, &c.

(Signed) Oliver HARVEY

## II

*Le Ministre des affaires étrangères de France à l'Ambassadeur de Sa Majesté à Paris*

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

Paris, le 19 avril 1948

M. l'Ambassadeur,

Me référant à l'accord intervenu entre nos deux Gouvernements à la date de ce jour et relatif aux facilités accordées réciproquement à leurs aéronefs militaires, j'ai l'honneur d'accuser réception de la communication de Votre Excellence par laquelle celle-ci a bien voulu me confirmer que le Gouvernement du Royaume-Uni et de l'Irlande du Nord apporterait son appui le plus complet à la mise en œuvre effective de ces facilités, notamment en ce qui concerne les territoires non soumis à sa juridiction ou à son autorité.

Je n'ai pas manqué de prendre acte de cette communication et tiens de mon côté à assurer Votre Excellence du plein concours du Gouvernement français pour l'application de cet accord.

Veuillez agréer, &c.

(Signé) BIDAULT

## ECHANGE DE NOTES

## I

## TRADUCTION — TRANSLATION

*L'Ambassadeur de Sa Majesté à Paris au Ministre des affaires étrangères de France*

AMBASSADE DE GRANDE-BRETAGNE

Paris, le 19 avril 1948

Monsieur le Président,

Me référant à l'accord intervenu entre nos deux Gouvernements à la date de ce jour et relatif aux facilités accordées réciproquement aux aéronefs militaires français et britanniques, j'ai l'honneur de faire savoir à Votre Excellence que le Gouvernement de Sa Majesté dans le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord apportera son appui le plus complet à la mise en œuvre effective de ces facilités, notamment en ce qui concerne les territoires non soumis à la juridiction ou à l'autorité du Gouvernement du Royaume-Uni.

Je saurais gré à Votre Excellence de vouloir bien me confirmer que, de son côté, le Gouvernement français est disposé à apporter son plein concours à l'application de cet accord.

Veuillez agréer, etc.

(Signé) OLIVER HARVEY

## II

## TRANSLATION — TRADUCTION

*The French Minister for Foreign Affairs to His Majesty's Ambassador at Paris*

MINISTRY OF FOREIGN AFFAIRS

Paris, 19 April 1948

Your Excellency,

With reference to the Agreement signed today between our two Governments regarding reciprocal facilities for their military aircraft, I have the honour to acknowledge the receipt of your communication in which you were good enough to confirm that the Government of the United Kingdom of Great Britain and Northern Ireland would co-operate to the fullest extent of their power in the provision of these facilities, especially as regards territories not under the jurisdiction or authority of the Government of the United Kingdom.

I have taken due note of this communication and, for my part, I wish to assure you that the French Government will co-operate fully in the implementation of this agreement.

I have, etc.

(Signed) BIDAULT