

No. 2115

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

**Agreement (with annex and exchange of notes) for air
services between and beyond their respective territories.
Signed at Bogota, on 16 October 1947**

Official texts: English and Spanish.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
18 February 1953.*

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

**Accord (avec annexe et échange de notes) relatif aux ser-
vices aériens entre leurs territoires respectifs et au-
delà. Signé à Bogota, le 16 octobre 1947**

Textes officiels anglais et espagnol.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
18 février 1953.*

No. 2115. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT BOGOTA, ON 16 OCTOBER 1947

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Colombia, desiring to conclude an Agreement for the purpose of establishing air services as soon as possible between and beyond United Kingdom and Colombian territories, have accordingly appointed the undersigned plenipotentiaries for this purpose, who, being duly authorised to that effect by their respective Governments, have agreed as follows :—

Article 1

Each Contracting Party grants to the other the rights specified in the Annex to the present Agreement for the purpose of the establishment of the air services therein described (hereinafter referred to as the “ agreed services ”).

Article 2

For the purposes of the present Agreement and its Annex, unless the context otherwise requires :—

- (a) The term “ aeronautical authorities ” shall mean, in the case of the United Kingdom, the Minister of Civil Aviation for the time being and any person or body authorised to perform any functions presently exercised by the said Minister or similar functions, and, in the case of the Republic of Colombia, the Director General of Civil Aeronautics and any person or body authorised to perform the functions presently exercised by the said Director General or similar functions.
- (b) The term “ designated air lines ” shall mean the air transport enterprises which the aeronautical authorities of one of the Contracting Parties have notified in writing to the aeronautical authorities of the other Contracting Party as the airlines designated by it in accordance with Article 3 of the present Agreement for the routes specified in such notification.

¹ Came into force on 4 September 1952, by the exchange of the instruments of ratification at Bogota, in accordance with article 13.

- (c) The term "territory" shall have the meaning assigned to it by Article 2 of the Convention on International Civil Aviation opened for signature at Chicago on December 7th, 1944.⁽¹⁾
- (d) The definitions contained in paragraphs (a), (b) and (d) of Article 96 of the Convention on International Civil Aviation opened for signature at Chicago on December 7th, 1944, shall apply.

Article 3

(1) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted but not before (a) the Contracting Party to whom the rights have been granted has designated an airline or airlines for the specified route or routes, and (b) the Contracting Party granting the rights has given the appropriate operating permission to the airline or airlines so designated. Subject to the provision of paragraph 2 of this Article and of Article 7, this permission shall be granted without delay.

(2) Every designated airline may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by these authorities to the operations of commercial airlines.

Article 4

(1) The charges which either of the Contracting Parties may impose, or permit to be imposed, on the designated airline or airlines of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national airlines or airlines of the most favoured nation engaged in similar international services.

(2) In respect of fuel, lubricating oil and spare parts introduced into or taken on board aircraft in the territory of one Contracting Party by, or on behalf of, the other Contracting Party or its designated airline or airlines and intended solely for use by the aircraft of the designated airline or airlines of the other Contracting Party, the designated airline or airlines of the other Contracting Party shall be accorded treatment not less favourable than that granted to national airlines or the airline of the most favoured nation engaged in similar international services.

¹ United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346; Vol. 51, p. 336, and Vol. 139, p. 469.

(3) Aircraft of the designated airline or airlines of the one Contracting Party and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

Article 5

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or any other State.

Article 6

(1) The laws and regulations of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the designated airline or airlines of the other Contracting Party.

(2) The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of passengers, crews, or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew or cargo of the aircraft of the designated airline or airlines of the other Contracting Party while in the territory of the first Contracting Party.

Article 7

(1) Each Contracting Party shall have the right, after consultation with the other Contracting Party, to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in the Annex to the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where substantial ownership and effective control of that airline are not vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

(2) Each Contracting Party shall have the right, after consultation with the other Contracting Party, to suspend the exercise by an airline of the rights specified in the Annex to the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement and its Annex.

Article 8

The present Agreement shall be registered with the Council of the International Civil Aviation Organisation set up by the Convention on International Civil Aviation opened for signature at Chicago on December 7th, 1944.

Article 9

If either of the Contracting Parties considers it desirable to modify the terms of the present Agreement and its Annex, it may request consultation between the aeronautical authorities of the two Contracting Parties, such consultation to begin within a period of 60 days from date of the request. When these authorities agree to modifications to the Annex, these modifications will come into effect when they have been confirmed by an Exchange of Notes through the diplomatic channel.

Article 10

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

(2) If the Contracting Parties fail to reach a settlement by negotiation,

- (a) they may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body; or
- (b) if they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute for decision to any tribunal competent to decide it which may hereafter be established within the International Civil Aviation Organisation or, if there is no such tribunal, to the Council of the said Organisation.

(3) The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

(4) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement and its Annex to the Contracting Party in default or to the designated airline or airlines of that Contracting Party or to the designated airline in default.

Article 11

If a general multilateral Convention on traffic rights for scheduled international air services comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such Convention.

Article 12

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organisation. If such notice is given, the present Agreement shall terminate 12 months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the Council of the International Civil Aviation Organisation.

Article 13

(a) The present Agreement shall be ratified and instruments of ratification shall be deposited at Bogota as soon as possible. The Agreement shall come into force immediately on deposit of both instruments of ratification.

(b) Pending the deposit of ratifications and the definitive entry into force of this Agreement, the Contracting Parties undertake, so far as their constitutional powers permit, to give effect to its provisions from the date of signature.

IN WITNESS THEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals:—

[L.S.]	P. M. BROADMEAD
[L.S.]	R. P. WILLOCK
[L.S.]	Domingo ESGUERRA
[L.S.]	Fabio LOZANO Y LOZANO

DONE this 16th day of October, 1947, in duplicate at Bogota in the English and Spanish languages, both texts being equally authentic.

ANNEX

For the purposes of operating air services on the routes specified in the Schedules to this Annex, the designated airlines of one of the Contracting Parties shall be accorded in the territory of the other Contracting Party the use on the said routes of airports designated for international air services (together with ancillary facilities) and rights of transit, of stops for non-traffic purposes and of all stops for taking up and putting down international traffic in passengers, cargo and mail, subject to the observance of the following principles :—

- (a) the capacity provided shall be maintained in close relationship with the traffic offering;
- (b) there shall be a fair and equal opportunity for the airlines of the two Contracting Parties to operate on the routes specified in the Schedules. If the designated airline or airlines of one Contracting Party is or are temporarily unable, for reasons within the control of the other Contracting Party, to take advantage of this provision, the Contracting Parties shall review the situation with the object of assisting the said airline or airlines to take full advantage of the fair and equal opportunity to participate in the services.
- (c) The services provided under the Agreement and its Annex by a designated airline shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country by which such airline has been designated and the country of ultimate destination of the traffic.
- (d) The right to embark or disembark international traffic destined for and coming from third countries at a point or points on the routes specified in the Schedules to this Annex shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the principle that capacity should be related :—
 - (i) to traffic requirements between the country of origin and the countries of destination,
 - (ii) to the requirements of through airline operation, and
 - (iii) to the traffic requirements of the area through which the airline passes, after taking account of local and regional services.
- (e) The aeronautical authorities of the Contracting Parties will consult together, at the request of either of them, to determine whether the principles set forth above are being complied with by the airlines designated by the Contracting Parties.
- (f) The expression "change of gauge" shall mean the operation of one of the agreed services by a designated airline in such a way that the section of the route nearer the terminal in the territory of the Contracting Party designating the airline is flown by aircraft different in capacity from those used on the more distant section. A designated airline of one Contracting Party may only make a change of gauge at a point in the territory of the other Contracting Party on the following conditions :—
 - (i) that it is justified by reason of economy of operation;
 - (ii) that the aircraft used on the more distant section are smaller in capacity than those used on the nearer section;

- (iii) that the aircraft of smaller capacity shall operate only in connexion with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- (iv) that there is an adequate volume of through traffic; and
- (v) that the provisions of paragraphs (a), (b), (c) and (d) above shall govern all arrangements made with regard to change of gauge.
- (g) Tariffs to be charged for the carriage of passengers and freight by the airlines referred to in this Annex shall be agreed in the first instance between them in consultation with other airlines operating on the same routes or any section thereof. Any tariffs so agreed shall be subject to the approval of the Contracting Parties. In the event of disagreement between the airlines the Contracting Parties themselves shall endeavour to reach agreement. If the Contracting Parties fail to agree, the matter in dispute shall be referred to arbitration as provided for in Article 10 of the Agreement.
- (h) The tariffs to be agreed in accordance with (g) above shall be fixed at reasonable levels, due regard being paid to all relevant factors, including economical operation, reasonable profit, differences of characteristics of service (including standards of speed and accommodation) and the tariffs charged by any other air carriers on the route.

SCHEDULE I

ROUTES TO BE OPERATED BY THE AIRLINE OR AIRLINES DESIGNATED BY THE AUTHORITIES OF THE UNITED KINGDOM

1. From London via, if desired, Lisbon or Madrid and the Azores and thence—
either
(a) via Antigua and/or Trinidad and Caracas
or
(b) via Bermuda, Nassau and/or Jamaica
to Barranquilla and beyond (if desired) to Guayaquil, Lima and Santiago de Chile;
in both directions.
2. From Barbados and/or Trinidad via Caracas, Curaçao and Barranquilla to Panama and points beyond on a reasonably direct route; in both directions.
3. From Nassau and/or Jamaica to Barranquilla and such point or points beyond as may be subsequently agreed but which shall be on a reasonably direct route; in both directions.

SCHEDULE II

ROUTES TO BE OPERATED BY THE AIRLINE OR AIRLINES DESIGNATED
BY THE AUTHORITIES OF THE REPUBLIC OF COLOMBIA

1. From the Republic of Colombia via, if desired Jamaica, Bermuda, the Azores, Lisbon or Madrid, to London, and thence to such point or points beyond in Europe as may be subsequently agreed but which shall be on a reasonably direct route between point of first arrival in Europe and ultimate destination; in both directions.
2. From the Republic of Colombia via, if desired, Jamaica, Bermuda, the Azores, Lisbon or Madrid, to Paris, and thence to a point or points beyond in Europe (excluding the United Kingdom) which are on a reasonably direct route between the point of first arrival in Europe and ultimate destination; in both directions.
3. From the Republic of Colombia via, if desired, Jamaica, Cuba and points in the United States of America to Montreal, Canada; in both directions.

EXCHANGE OF NOTES

I

*His Majesty's Ambassador at Bogota to the Colombian
Minister for Foreign Affairs*

BRITISH EMBASSY

BOGOTA

Monsieur le Ministre,

16th October, 1947

With reference to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Colombia relating to air transport between British and Colombian territories which we have signed to-day, I have the honour to inform your Excellency that the grant of facilities desired by your Excellency's Government at Kindley Field, Bermuda, on the first and second routes specified in Schedule II of the Schedules of Routes attached as an Annex to the Agreement is subject to the conclusion of a suitable Agreement between the Government of the United Kingdom and the Government of the United States of America regulating the use, by the civil aircraft of third parties, of airfields on bases in British territory leased to the Government of the United States. This Agreement is at present under consideration by the two Governments.

Until such Agreement has been concluded and so long as the airline designated by the Republic of Colombia is for this reason precluded from exercising its rights at Kindley Field, Bermuda, the designated airline of Colombia shall have the right to operate an air service on the route specified below, it being understood that such right shall be temporary and shall cease as soon as the designated airline of Colombia can exercise its rights at Kindley Field, Bermuda.

Route.—From the Republic of Colombia via Trinidad, Brazil, West Africa, Lisbon or Madrid, to London; in both directions.

I avail, &c.

P. M. BROADMEAD

[TRANSLATION¹ - TRADUCTION²]

Monsieur l'Ambassadeur,

Bogota, 16th October, 1947

I have the honour to acknowledge receipt of your Excellency's note addressed to me on the occasion of the Agreement which has been signed to-day between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Colombia relating to air transport between British and Colombian territories and which reads as follows :—

[*See note I*]

I have to convey to your Excellency my Government's agreement with the terms of this note, which will be considered as constituting an Agreement between the two countries.

I avail, &c.

Domingo ESGUERRA.

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.