

**No. 31071**

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**VENEZUELA  
and  
NETHERLANDS**

**Agreement for air services (with annex). Signed at Caracas on  
1 July 1993**

*Authentic texts: Spanish, Dutch and English.*

*Registered by Venezuela on 1 July 1994.*

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**VENEZUELA  
et  
PAYS-BAS**

**Accord relatif aux services aériens (avec annexe). Signé à  
Caracas le 1<sup>er</sup> juillet 1993**

*Textes authentiques : espagnol, néerlandais et anglais.*

*Enregistré par le Venezuela le 1<sup>er</sup> juillet 1994.*

## AGREEMENT<sup>1</sup> BETWEEN THE REPUBLIC OF VENEZUELA AND THE KINGDOM OF THE NETHERLANDS FOR AIR SERVICES

The Republic of Venezuela and the Kingdom of the Netherlands,

being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;<sup>2</sup>

desiring to contribute to the progress of international civil aviation;

desiring to conclude an Agreement for the purpose of establishing air services, have agreed as follows:

### *Article 1*

#### *Definitions*

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

- a. the term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for, or been ratified by both Contracting Parties;
- b. the term "aeronautical authorities" means:  
for the Kingdom of the Netherlands the Minister of Transport, Public Works and Water Management;

<sup>1</sup> Came into force on 1 April 1994, i.e., the first day of the second month following the date on which the Contracting Parties had informed each other of the completion of the required constitutional formalities, in accordance with article 20 (1).

<sup>2</sup> United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

- for the Republic of Venezuela the Minister of Transport and Communication;
- or in either case any person or body authorized to perform any functions at present exercised by the said Minister;
- c. the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- d. the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- e. the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention;
- f. the terms "agreed service" and "specified route" mean international air service pursuant to Article 2 of this Agreement and the route specified in the appropriate Section of the Annex to this Agreement respectively;
- g. the term "stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight, including commissary supplies;
- h. the term "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendments to the Agreement or to the Annex;
- i. the term "tariff" means any amount charged or to be charged by airlines, directly or through their agents, to any person or entity for the carriage of passengers and their baggage and cargo, excluding mail, in air transportation, including:
- I. the conditions governing the availability and applicability of a tariff, and
  - II. the charges and conditions for any services ancillary to such carriage which are offered by airlines.

*Article 2**Grant of Rights*

1. Each Contracting Party grants to the other Contracting Party except as otherwise specified in the Annex the following rights for the conduct of international air transportation by the designated airline of the other Contracting Party:

- a. the right to fly across its territory without landing;
- b. the right to make stops in its territory for non-traffic purposes; and
- c. while operating an agreed service on a specified route, the right to make stops in its territory for the purpose of taking up and discharging international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to grant the right for one Contracting Party's airline to participate in air transportation between points in the territory of the other Contracting Party.

*Article 3**Designation and Authorization*

1. Each Contracting Party shall have the right by written notification through Diplomatic Channels to the other Contracting Party to designate an airline to operate air services on the routes specified in the Annex and to substitute another airline for an airline previously designated.

2. On receipt of such notification, each Contracting Party shall, without delay, grant to the airline so designated by the other Contracting Party the appropriate operating authorizations subject to the provisions of this Article.

3. Upon receipt of the operating authorization of paragraph 2 of this Article the designated airline may at any time begin to operate the agreed services, in part or in whole, provided that it complies with the provisions of

this Agreement and that tariffs for such services have been established in accordance with the provisions of Article 5 of this Agreement.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to grant this authorization under conditions that may be deemed necessary on the exercise by the designated airline of the rights specified in Article 2 of this Agreement, if it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating it or in its nationals or in both.

#### *Article 4*

##### *Revocation and Suspension of Authorization*

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 with respect to an airline designated by the other Contracting Party, to revoke or suspend such authorizations or impose conditions:

- a. in the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally and reasonably applied by these authorities in conformity with the Convention;
- b. in the event of failure by such airline to comply with the laws and regulations of that Contracting Party;
- c. in the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; and
- d. in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent further infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Unless otherwise agreed:

by the Contracting Parties, such consultations shall begin within a period of sixty (60) days from the date of receipt of the request.

### *Article 5*

#### *Tariffs*

1. 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 cost of operation, reasonable profit and the tariffs of other airlines for the whole of or any part of the specified route.

2. Tariffs referred to in paragraph 1 of this Article shall, whenever possible, be agreed by the designated airlines through the use of the procedures of the International Air Transport Association for the fixation of tariffs. When this is not possible the tariffs shall be agreed between the designated airlines. In any case the tariffs shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

3. All tariffs so agreed shall be submitted for approval of the aeronautical authorities of both Contracting Parties at least sixty (60) days before the proposed date of their introduction, except where the said authorities agree to reduce this period in special cases.

4. Approval of tariffs may be given expressly; or, if neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 3 of this Article, the tariffs shall be considered as approved.

In the event of the period for submission being reduced, as provided for in paragraph 3, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be reduced accordingly.

5. If a tariff cannot be agreed in accordance with paragraph 2 of this Article, or if, during the period applicable in accordance with paragraph 4 of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph 2 of this Article, the aeronautical authorities of the two Contracting Parties shall endeavour to determine the tariff by mutual agreement.

6. If the aeronautical authorities cannot agree on a tariff submitted to them under paragraph 3 of this Article, or on the determination of a tariff under paragraph 5 of this Article, the dispute shall be settled in accordance with the provisions of Article 15 of this Agreement.

7. Tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established.

8. The designated airlines of both Contracting Parties may not charge tariffs different from those which have been approved in conformity with the provisions of this Article.

#### *Article 6*

##### *Commercial Activities*

1. The designated airlines of both Contracting Parties shall be allowed:
  - a. to establish in the territory of the other Contracting Party offices for the promotion of air transportation and sale of air tickets as well as other facilities required for the provision of air transportation;
  - b. in the territory of the other Contracting Party to engage directly and, at that airline's discretion, through its agents in the sale of air transportation, in any currency.

2. The designated airline of one Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party its mana-

gerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation.

3. These staff requirements may, at the option of the designated airline, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

4. The above activities shall be carried out in accordance with the laws and regulations of the other Contracting Party.

*Article 7*  
*Fair Competition*

1. There shall be fair and equal opportunity for the designated airlines of both Parties to participate in the international air transportation covered by this Agreement.

2. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.

*Article 8*  
*Timetable*

1. The airline designated by each Contracting Party shall notify the aeronautical authorities of the other Contracting Party, forty-five (45) days in advance, of the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public.



2. Request for permission to operate additional flights can be submitted by the designated airline for approval directly to the aeronautical authorities of the other Contracting Party.

### *Article 9*

#### *Taxes, Customs and Charges*

1. Aircraft operating on international air services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, aircraft stores including food, beverages and tobacco, on board as well advertising and promotional material kept on board such aircraft shall be exempt from all customs duties, inspection fees and similar national or local duties and charges, on arrival in the territory of the Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. With regard to regular equipment, spare parts, supplies of fuels and lubricants and aircraft stores introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use on board aircraft while operating international services, no duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party, shall be applied, even when these supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board.

The articles referred to above may be required to be kept under customs supervision and control.

The provisions of this paragraph cannot be interpreted in such a way that a Contracting Party can be made subject to the obligation to refund customs duties which already have been levied on the items referred to above.

3. Regular airborne equipment, spare parts, supplies of fuels and lubricants and aircraft stores retained on board the aircraft of either Contracting

Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

#### *Article 10*

##### *Transfer of Funds*

1. The airlines of the Contracting Parties shall be free to convert and free to transfer from the territory of sale to their home territory and/or any other territory, any amount of the excess, in the territory of sale, of receipts over expenditure. Included in such net transfer shall be revenues from sales, made directly or through agents, of air transport services, and ancillary or supplemental services, and normal commercial interest earned on such revenues while on deposit awaiting transfer.

2. Such transfer shall be made in a free convertible currency in accordance with the laws and regulations in force in the territory of each Contracting Party.

If applicable, the airlines of the Contracting Parties shall receive approval for such transfer within at most thirty (30) days of application, into a freely convertible currency, at the rate of exchange for conversion of local currency, as at the date of sale.

#### *Article 11*

##### *Application of Laws, Regulations and Procedures*

1. The laws, regulations and procedures of either Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft, shall be complied with by the designated airline of the other Contracting Party upon its entry into, and until and including its departure from, the said territory.

2. The laws, regulations and procedures of either Contracting Party relating to immigration, passports, or other approved travel documents, entry, clearance, customs and quarantine shall be complied with by or on behalf of crews, passengers, cargo and mail carried by aircraft of the designated airline of the other Contracting Party upon their entry into, and until and including their departure from, the territory of the said Contracting Party.

3. Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy, be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

4. Fees and charges applied in the territory of either Contracting Party to the airline operations of the other Contracting Party for the use of airports and other aviation facilities in the territory of the first Party, shall not be higher than those applied to the operations of any other airline engaged in similar operations.

5. Neither of the Contracting Parties shall give preference to any other airline over the designated airline of the other Contracting Party in the application of its customs, immigration, quarantine, and similar regulations; or in the use of airports, airways and air traffic services and associated facilities under its control.

#### *Article 12*

#### *Recognition of Certificates and Licenses*

Certificates of airworthiness, certificates of competency and licenses issued, or validated, by one Contracting Party and unexpired shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided that such certificates or licenses were

issued, or validated, in conformity with the standards established under the Convention.

Each Contracting Party, however, reserves the right to refuse to recognize, for flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

### *Article 13*

#### *Security*

1. The Contracting Parties agree to provide aid to each other as necessary with a view to preventing unlawful seizure of aircraft and other unlawful acts against the safety of aircraft, airports and air navigation facilities and any other threat to aviation security.

2. Each Contracting Party agrees to observe non-discriminatory and generally applicable security provisions required by the other Contracting Party for entry into the territory of the other Contracting Party and to take adequate measures to inspect passengers and their carry-on items. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

3. The Contracting Parties shall act consistently with applicable aviation security provisions established by the International Civil Aviation Organization. Should a Contracting Party depart from such provisions, the other Contracting Party may request consultations with that Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request. Failure to reach a satisfactory agreement could constitute grounds for the application of Article 15 of this Agreement.

4. The Contracting Parties shall act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,<sup>1</sup> the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,<sup>2</sup> and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on September 23, 1971,<sup>3</sup> insofar as the Contracting Parties are both party to these Conventions.

5. When an incident, or threat of an incident, of unlawful seizure of aircraft or other unlawful acts against the safety of aircraft, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications intended to terminate rapidly and safely such incident or threat thereof.

#### *Article 14*

##### *Consultation and Amendment*

1. In a spirit of close cooperation the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement.

2. Either Contracting Party may request consultations with a view to modifying the present Agreement or its Annex. These consultations shall begin within sixty (60) days of the date of the receipt of the request by the other Contracting Party, unless otherwise agreed. Such consultations may be conducted through discussion or by correspondence.

3. Any modification to the present Agreement agreed upon by the Contracting Parties, shall come into force on the date on which the Contracting

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<sup>1</sup> United Nations, *Treaty Series*, vol. 704, p. 219.

<sup>2</sup> *Ibid.*, vol. 860, p. 105.

<sup>3</sup> *Ibid.*, vol. 974, p. 177 and vol. 1217, p. 404 (corrigendum to volume 974).

Parties have informed each other in writing of the completion of their respective constitutional requirements.

4. The Annex to the present Agreement may be modified by direct agreement between the aeronautical authorities of the Contracting Parties. Such modifications shall come into force provisionally on the date of signature and shall be confirmed by an exchange of Diplomatic Notes.

*Article 15*  
*Settlement of Disputes*

Any dispute relating to the interpretation or application of this Agreement shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties. In case the aeronautical authorities fail to reach an agreement, the Contracting Parties shall endeavour to settle the dispute through diplomatic channels.

*Article 16*  
*Termination*

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 the International Civil Aviation Organization. In such case this Agreement shall terminate twelve (12) months after the date when the notice has been received 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 (14) days after the receipt of the notice by the International Civil Aviation Organization.

*Article 17**Registration with ICAO*

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

*Article 18**Applicability of Multilateral Agreements*

1. The provisions of the Convention shall be applied to this Agreement.
2. If a multilateral agreement concerning any matter covered by this Agreement, accepted by both Parties, enters into force, the necessary modifications to the present Agreement shall be made without delay in accordance with the provisions of Article 14.

*Article 19**Applicability*

As regards the Kingdom of the Netherlands, this Agreement shall apply to the Kingdom in Europe only.

*Article 20**Entry into Force*

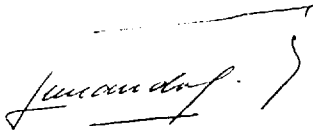
1. This Agreement shall come into force on the first day of the second month following the date on which the Contracting Parties have informed each other in writing that the formalities constitutionally required in their respective countries have been complied with.
2. Upon entry into force this Agreement shall replace the Agreement between the Government of the Kingdom of the Netherlands and the Govern-

ment of the Republic of Venezuela concerning air services, done by exchange of Notes at Caracas on 26 October 1954,<sup>1</sup> as amended.<sup>2</sup>

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

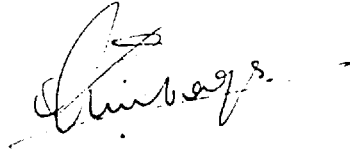
DONE in duplicate at Caracas, on July first, 1993, in the Spanish, Netherlands and English Languages, each version being equally authentic. In the event of any inconsistencies the English version shall prevail.

For the Government  
of the Republic of Venezuela:



FERNANDO OCHOA ANTICH  
Minister of Foreign Affairs

For the Government  
of the Kingdom of the Netherlands:



BEATRIX E. A. AMBAGS  
Chargé d'Affaires a.i.

<sup>1</sup> United Nations, *Treaty Series*, vol. 232, p. 103.

<sup>2</sup> *Ibid.*, vol. 666, p. 370, and vol. 1551, p. 325.



## ANNEX

**A Route Schedule**

1. The airline designated by the Government of the Kingdom of the Netherlands shall be entitled to operate air services on the routes specified hereunder:

points in the Netherlands - intermediate points - Caracas and/or Maracaibo - points beyond in both directions.

2. The airline designated by the Government of the Republic of Venezuela shall be entitled to operate air services on the routes specified hereunder:

points in Venezuela - intermediate points - Amsterdam and/or Rotterdam - points beyond in both directions.

**B Notes**

1. Any or all of the intermediate and/or beyond points on the specified routes, may, at the option of the respective designated airline, be included or omitted on any or all of the flights.
  2. The designated airline of one Contracting Party shall not be entitled to exercise international traffic rights between intermediate and/or beyond points in its respective route schedule and the territory of the other Contracting Party.
  3. The designated airline of either Contracting Party shall be allowed to operate up to seven weekly flights, in both directions, on the routes mentioned above with any type of aircraft in any configuration without restriction as to capacity.
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