

AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE KINGDOM OF THAILAND
AND
THE GOVERNMENT OF
THE UNITED ARAB EMIRATES
FOR AIR SERVICES BETWEEN
AND BEYOND THEIR
RESPECTIVE TERRITORIES

31/04/88

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The Government of the Kingdom of Thailand and the Government of the United Arab Emirates (hereinafter referred to as Contracting Parties),

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the Seventh day of December 1944, and

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories.

Have agreed as follows :

ARTICLE 1

DEFINITIONS

1. For the purpose of the present Agreement, 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 Convention under Articles 90 or 94 thereof, so far as those Annexes and amendments have been adopted by both Contracting Parties;

(b) the term "aeronautical authorities" means in the case of the Kingdom of Thailand, the Minister of Communications and any person or body authorized to perform any functions on civil aviation exercised by the said Minister or similar functions, and in the case of United Arab Emirates, the Minister of Communications and any person or body authorized to perform any functions on civil aviation exercised by the said Minister or similar functions;

(c) the term "designated airline" means an airline or airlines which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of the present Agreement, for the operation of air services on the routes specified in such notification;

(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 services", "airline", and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention; and

(f) the term "Schedule" means the Route Schedule to the present Agreement or as amended in accordance with the provisions of Article 13 of the present Agreement.

2. The Schedule forms an integral part of the present Agreement and all reference to the Agreement shall include reference to the Schedule except where otherwise provided.

ARTICLE 2

GRANT OF TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the Schedule (hereafter called "the agreed services" and "the specified routes").

2. Subject to the provisions of the present Agreement, the airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges :

(a) to fly without landing across the territory of the other Contracting Party;

(b) to make stops in the said territory for non-traffic purposes; and

(c) to make stops in the said territory at the points specified for that route in the Schedule to the present Agreement for the purpose of discharging and uplifting international traffic in passengers, cargo and mail coming from or destined for other points so specified.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo, and mail carried for remuneration or hire and destined for another point in territory of the other Contracting Party, either separately or in combination.

ARTICLE 3

DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airline(s) for the purpose of operating the agreed services on the specified routes.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the airline designated the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied by them in conformity with the provisions of the Convention to the operations of international commercial air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the privileges specified in paragraph 2 of Article 2 of the present Agreement, or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges, 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 the Contracting party designating the airline.

5. At any time after the provisions of paragraphs 1 and 2 of this Article have been complied with, the airline so designated and authorized, may begin to operate the agreed services, provided that a

service shall not be operated unless a tariff established in accordance with Article 8 of the present Agreement is in force in respect of that service.

6. Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph 2 of Article 2 of the present Agreement, or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges, in any case where the airline fails to comply with the laws and regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 4

CERTIFICATES AND LICENCES

Certificate of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

ARTICLE 5

EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores including food, beverages and tobacco introduced into the territory of one Contracting Party, or taken on board aircraft in that territory by or on behalf of the other Contracting Party or its designated airline and intended solely for use by or in the aircraft of that airline shall be accorded the following treatment by the first Contracting Party in respect of customs duties, inspection fees and other similar national or local duties and charges :

(a) in the case of fuel and lubricating oils remaining on board aircraft at the last airport of call before departure from the said territory, exemption; and

(b) in the case of fuel and lubricating oils not included under (a) and spare parts, regular aircraft equipment and aircraft stores, treatment not less favorable than that accorded to similar supplies introduced into the said territory, and intended solely for use by or in the aircraft of a national airline of the first Contracting Party, engaged in international air services.

2. The treatment specified in paragraph 1 of this Article shall be in addition to and without prejudice to that which each Contracting Party is under obligation to accord under Article 24 of the Convention.

ARTICLE 6

PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. The designated airline of each Contracting Party shall have fair and equal opportunity to carry on the agreed services traffic

embarked in the territory of one Contracting Party and disembarked in the territory of the other Contracting Party or vice versa and shall regard as being of supplementary character traffic embarked or disembarked in the territory of the other Contracting Party to and from points en route. The designated airline of each Contracting Party in providing capacity for carriage of traffic embarked in the territory of the primary interest of the designated airline of the other Contracting Party and disembarked at points on the specified routes or vice versa shall take into consideration the primary interest of the designated airline of the other Contracting Party in such traffic so as not to affect unduly that interest of the latter's airline.

2. The agreed services provided by the designated airline of each Contracting Parties shall be closely related to the requirements of the public for transportation on the specified routes, and each shall have as its primary objective the provision of capacity adequate to meet the demands to carry passengers, cargo and mail embarked or disembarked in the territory of the Contracting Party which has designated the airline.

3. Provision for the carriage of passengers, cargo and mail embarked in the territory of the other Contracting Party and disembarked at points in third countries on the specified routes or vice versa shall be made in accordance with the general principles that capacity shall be related to :

- (a) requirements of traffic embarked or disembarked in the territory of the Contracting Party which has designated the airline;
- (b) requirements of traffic of the area through which the airline passes, after taking account of other air services established by airlines of the States situated in the area; and

(c) the requirements of economical through airline operation.

4. The capacity to be provided at the outset shall be agreed between both Contracting Parties before the agreed services are inaugurated. Thereafter, the capacity to be provided shall be discussed from time to time between the aeronautical authorities of the Contracting Parties and any changes in capacity agreed upon shall be confirmed by Exchange of Notes.

5. As long in advance as practicable, but not less than thirty days, before the introduction of an agreed service or any modification thereof, or within thirty days after receipt of a request from the aeronautical authorities the designated airline of one Contracting Party shall provide to the aeronautical authorities of the other Contracting Party information regarding the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

ARTICLE 7

COMMERCIAL ACTIVITIES AND TRANSFER OF EARNINGS

There shall be a fair and equal opportunity for the designated airline of both Contracting Parties to operate the agreed services on their respective routes.

The designated airlines of the two Contracting Parties shall enjoy the same facilities existing under the currency regulations of each Contracting Party in selling air transportation. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by that airline in the territory of the first

Contracting Party in connection with the carriage of passengers, mail and cargo. Such transfer shall be at the official rate of exchange, where such a rate exists or otherwise at the prevailing foreign exchange bank rate.

The designated airline of each Contracting Party shall have the rights to establish and operate branch offices with staff of its own as well as to appoint any general sales agent and ground handling agent in the territory of the other Contracting Party in accordance with laws and regulations in force.

All the facilities and rights mentioned in this Article shall be granted to or enjoyed by the designated airline of either Contracting Party on a reciprocal basis.

ARTICLE 8

TARIFFS

1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

2. The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned and such agreement shall, whenever possible, be guided by such decisions as are applicable under the traffic conference procedure of the International Air

Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

3. If the designated airlines cannot agree on any of these tariffs, or if for some other reason tariff cannot be agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

4. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3), the dispute shall be settled in accordance with the provisions of Article (12) of the present Agreement.

5. No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph (3) of Article (12) of the present Agreement.

6. The tariff established in accordance with provisions of this Article shall remain in force until new tariffs have been established in accordance with provisions of this Article.

ARTICLE 9

PROVISION OF STATISTICS

The aeronautical authorities of each 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 first Contracting Party. Such statements shall include all information

required to determine the amount of traffic carried by the airline on the agreed services.

ARTICLE 10

CONSULTATIONS

There shall be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfillment of the present Agreement.

ARTICLE 11

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligations to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.

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 Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators of aircraft 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.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party.

Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from 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 civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by

facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Should one party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Party.

ARTICLE 12

SETTLEMENT OF DISPUTES

If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiation between themselves.

ARTICLE 13

AMENDMENTS

1. If either of the Contracting Party considers it desirable to modify any provision of the present Agreement including the Annexes thereof it shall request consultation with the other Contracting Party. Such consultation, which may be conducted between the aeronautical authorities, shall begin within a period of sixty days as from the date of the request. Any modifications other than those of the provisions of the Schedule so agreed shall come into force when confirmed by an exchange of Diplomatic Notes.

2. The present Agreement shall be amended so as to conform with any general multilateral convention which may become binding on both Contracting Parties.

3. If the amendment relates only to the provisions of the Schedule, it shall be agreed upon between the aeronautical authorities

of both Contracting Parties and would be effective from the date of the approval of the aeronautical authorities.

ARTICLE 14

TERMINATION

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the present Agreement shall terminate twelve 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 the period. In the absence of acknowledgment 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 International Civil Aviation Organization.

ARTICLE 15

APPLICABILITY OF NATIONAL LEGISLATION

1. The laws and regulations of a Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, currency, health and quarantine shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from, or while within the territory of that Contracting Party.

2. The laws and regulations of a Contracting Party relating to the admission to or departure from its territory of aircraft engaged

in international air navigation, or to the operation and navigation of such aircraft of the other Contracting Party while within its territory shall be applied.

ARTICLE 16

REGISTRATION WITH THE
INTERNATIONAL CIVIL AVIATION ORGANIZATION

The present Agreement and any exchange of Diplomatic Notes relative thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 17

DATE OF ENTRY INTO FORCE OF THE AGREEMENT

The present Agreement shall be approved by each Contracting Party in compliance with its legal procedure and shall enter into force on the day of an exchange of Diplomatic Notes confirming such approval.

This Agreement is drawn in duplicate in Thai, Arabic and English languages, all texts being equally authentic and each party retains one copy for implementation. In case of any difference in interpretation of the Agreement, the English language text shall prevail.

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

DONE at Abu Dhabi, on 20th March 1990.

For the Government of the
Kingdom of Thailand



(Mr. Pramual Navabusya)
Ambassador Extraordinary
and Plenipotentiary of Thailand
to the Sultanate of Oman and the
United Arab Emirates

For the Government of the
United Arab Emirates



(Mr. Mohamed Yahya Al-Suweidi)
Assistant Undersecretary for
Finance, Administration and Civil
Aviation, Ministry of Communications

ANNEX

ROUTE SCHEDULES

I (Airlines of the United Arab Emirates)

Route to be operated in both directions by the airline(s)
designated by the Government of the United Arab Emirates.

Points of Departure	Intermediate Points	Points of Arrival	Beyond Points
Points in U.A.E.	Karachi Dhaka One point in India except Madras to be nominated later	Points in Thailand	Hong Kong Manila Singapore Tokyo

II (Airline of the Kingdom of Thailand)

Route to be operated in both directions by the airline(s)
designated by the Government of the Kingdom of Thailand.

Points of Departure	Intermediate Points	Points of Arrival	Beyond Points
Points in Thailand	Dhaka Two Points to be nominated later.	Points in U.A.E.	Four Points to be nominated later.

Notes :

1. Gulf Air and Emirates Airline, the designated airlines of the U.A.E. should not operate from the same point in U.A.E.;
2. The designated airline of both Contracting Parties may, on any or all flights, omit calling at any of the above points, provided that the agreed services on these routes begin, at a point in the Contracting Party which designate that airline(s).