



Treaty Series No. 03 (2009)

Exchange of Notes

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the State of Qatar amending the Air Services Agreement done at London on 24 June 1998

Doha, 26 and 27 August 2007

[The Exchange of Notes entered into force on 27 August 2007]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
February 2009*

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978 0 10 175542 9

**EXCHANGE OF NOTES
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE
STATE OF QATAR**

No.1

*Her Majesty's Ambassador at Doha
to the Chairman of the Board and Managing Director, Civil Aviation Authority,
Doha, State of Qatar*

*British Embassy,
Doha.
26 August, 2007*

Your Excellency

I have the honour to refer to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the State of Qatar concerning Air Services done at London on 24 June 1998¹ ("the Agreement").

Following agreement between our aeronautical authorities under Memoranda of Understanding of 16 July 2003 and 7 March 2006, I have the honour to propose, in accordance with Article 16 (Amendment) of the Agreement, that the new Article 9A (Safety) be inserted and the revised Article 1(b) (definition of aeronautical authorities), Article 4 (Designation of and Authorization of Airlines), Article 5 (Revocation or Suspension of Operating Authorization) and Article 7 (Tariffs), all of which are set out in the Annex to this Note, be substituted for the corresponding Article in the Agreement.

If the foregoing proposal is acceptable to the Government of the State of Qatar, I have the honour to propose that this Note together with its Annex and your reply to that effect, shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

SIMON COLLIS

¹ Treaty Series No.15 (1999) Cm 4289

ARTICLE 1(b)

Definitions

- (b) the term “aeronautical authorities” means in the case of the State of Qatar, the Chairman of the Civil Aviation Authority and any person or body authorised to perform any functions at present exercisable by the said Chairman or similar functions, and in the case of the United Kingdom, the Secretary of State for Transport and, for the purpose of Article 7, the Civil Aviation Authority or, in both cases any person or body who may be authorised to perform any functions at present exercisable by the above-mentioned authority or similar functions;

ARTICLE 4

Designation and Authorisation

(1) Each Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services on each of the routes specified in the Annex and to withdraw or alter such designations. Such designations shall be made in writing and shall be transmitted to the other Party through diplomatic channels.

(2) On receipt of such a designation, and of applications from the designated airline, in the form and manner prescribed for operating authorisations and technical permissions, the other Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided:

- a) in the case of an airline designated by the United Kingdom:
 - (i) it is established in the territory of the United Kingdom under the Treaty establishing the European Community and has received an Operating Licence in accordance with European Community law; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the European Community Member State responsible for issuing its Air Operators Certificate and the relevant aeronautical authority is clearly identified in the designation;
- b) in the case of an airline designated by the State of Qatar:
 - (i) it is established in the territory of the State of Qatar and is licensed in accordance with the applicable law of the State of Qatar; and
 - (ii) the State of Qatar has and maintains effective regulatory control of the airline; and

- c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party considering the application or applications.

ARTICLE 5

Revocation or Suspension of Authorisation

(1) Either party may revoke, suspend or limit the operating authorisation or technical permissions of an airline designated by the other Party where:

- a) in the case of an airline designated by the United Kingdom:
 - (i) it is not established in the territory of the United Kingdom under the Treaty establishing the European Community or has not received an Operating Licence in accordance with European Community law; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the European Community Member State responsible for issuing its Air Operators Certificate, or the relevant aeronautical authority is not clearly identified in the designation;
- b) in the case of an airline designated by the State of Qatar:
 - (i) it is not established in the territory of the State of Qatar or is not licensed in accordance with the applicable law of the State of Qatar; or
 - (ii) the State of Qatar is not maintaining effective regulatory control of the airline; or
- c) that airline has failed to comply with the laws and regulations referred to in this Agreement.

ARTICLE 7

Tariffs

(1) For the purposes of these arrangements the term tariff means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

(2) Each Contracting Party shall allow tariffs for air services to be established by each designated airline based upon commercial considerations in the market place. Neither Contracting Party shall require their airlines to consult other airlines about the tariffs they charge or propose to charge for services covered by these arrangements.

(3) Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline or airlines. Neither Contracting Party shall require notification or filing of any tariffs to be charged by the designated airline or airlines of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraphs 5 or 6 below.

(4) Intervention by the Contracting Parties shall be limited to:

- (a) the protection of consumers from tariffs that are excessive due to the abuse of market power;
- (b) the prevention of tariffs whose application constitutes anti-competitive behaviour which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.

(5) Each Contracting Party may unilaterally disallow any tariff filed or charged by one of its own designated airlines. However, such intervention shall be made only if it appears to the aeronautical authority of that Contracting Party that a tariff charged or proposed to be charged meets either of the criteria set out in paragraph 4 above.

(6) Neither Contracting Party shall take unilateral action to prevent the coming into effect or continuation of a tariff charged or proposed to be charged by an airline of the other Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in paragraph 4 above, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than 14 days after receipt of the request. Without a mutual agreement the tariff shall take effect or continue in effect.

(7) Notwithstanding paragraphs 3, 5 and 6 above, neither Contracting Party shall require the filing of tariffs for the carriage of cargo between the two states. Such tariffs shall take effect when the airline concerned so decides.

(8) A Contracting Party shall not require the filing for its approval of tariffs to be charged by the designated airline or airlines of the other Contracting Party for carriage between the first Contracting Party and a third state. Such tariffs shall take effect when the airline concerned so decides.

(9) Notwithstanding the provisions of this article, the tariffs to be charged by the designated airlines of both Contracting Parties for carriage wholly within the European Community shall be subject to European Community law.

ARTICLE 9A

Safety

(1) Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.

(2) If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 5(1) of this Agreement (revocation or suspension of operating authorisation).

(3) Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by, including under a lease arrangement, the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called “ramp inspection”), provided this does not lead to unreasonable delay.

(4) If any such ramp inspection or series of ramp inspections gives rise to:

- (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Chicago Convention; or
- (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Chicago Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Chicago Convention.

(5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline or airlines, the

other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred in that paragraph.

(6) Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

(7) Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

No.2

*The Chairman of the Board and Managing Director, Civil Aviation Authority,
Doha, State of Qatar to the United Kingdom Ambassador at Doha*

Doha, 27 August 2007

Your Excellency Mr Collis,

I acknowledge receipt of your Excellency's Note 234/07 dated 26th August 2007.

I have the honour to inform you that the Government of the State of Qatar is in agreement with the foregoing proposal and that this Note together with your Excellency's Note with its Annex constitutes an agreement between our two governments which shall enter into force on the date of this reply.

ABDUL AZIZ MOHD AL NOAIMI



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ISBN 978-0-10-175542-9

