

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1992 Nr. 100

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de Republiek Zuid-Afrika inzake luchtdiensten tussen en via hun onderscheiden grondgebieden, met Bijlage;
Kaapstad, 26 mei 1992*

B. TEKST

Agreement between the Kingdom of the Netherlands and the Republic of South Africa for air services between and beyond their respective territories

The Kingdom of the Netherlands and the Republic of South Africa

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Desiring to contribute to the progress of international civil aviation;

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories, have agreed as follows:

Article 1

Definitions

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

a) the term "aeronautical authorities" means: for the Kingdom of the Netherlands the Minister of Transport, Public Works and Water Management;

for the Republic of South Africa, the Minister responsible for Civil Aviation;

or in either case any person or body authorized to perform any functions exercised by the said Minister;

b) 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;

c) the term "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendments to the Agreement or to the Annex;

d) 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;

e) the term "aircraft equipment" means articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;

f) the term "change of aircraft" means the operation of one of the agreed services by a designated airline in such a way that one or more sectors of the route are flown by aircraft different in capacity from those used on another sector.

g) the term "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 of 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;

h) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

i) the term "spare parts" means articles of a repair or replacement nature for incorporation in an aircraft, including engines and propellers;

j) the term "stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight, including commissary supplies;

k) 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.

l) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

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 a 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 sub-article (1) shall be deemed to grant the right for one Contracting Party's airline(s) to participate in air transportation between points in the territory of the other Contracting Party.

3. Each Contracting Party grants to the other Contracting Party the right to establish air services on the routes specified in the appropriate section of the Annex.

Article 3

Change of Aircraft

1. Each designated airline may on any or all flights on the agreed services and at its option, change aircraft in the territory of the other Contracting Party or at any point along the specified routes, provided that:

- a) aircraft used beyond the point of change of aircraft shall be scheduled in coincidence with the inbound or outbound aircraft, as the case may be;
- b) in the case of change of aircraft in the territory of the other Contracting Party and when more than one aircraft is operated beyond the point of change, not more than one such aircraft may be of equal size and none may be larger than the aircraft used on the third and fourth freedom sector.

2. For the purpose of change of aircraft operations, a designated airline may use its own equipment and, subject to national regula-

tions, leased equipment, and may operate under commercial arrangements with another airline.

3. A designated airline may use different or identical flight numbers for the sectors of its change of aircraft operations.

Article 4

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 or airlines 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 an 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 sub-article (2), a 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 8 of this Agreement.

4. For the purpose of granting the appropriate operating authorisation under sub-article (2), the aeronautical authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy it that it is qualified to fulfil the conditions prescribed under the laws and the regulations normally applied to the operation of international air services by such authority in conformity with the provisions of the Convention.

5. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in sub-article (2), or to grant this authorization under conditions that may be deemed necessary on the exercise by a 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 5

Revocation or suspension of operating authorisation

1. The aeronautical authorities of each Contracting Party shall

have the right to revoke an operating authorization or to suspend the exercise of the rights granted under this Agreement to a designated airline of the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of such rights:

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 sub-article (1) shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party.

Article 6

Commercial Activities

1. The designated airlines of both Contracting Parties shall be allowed 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.

2. A designated airline of one Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party its managerial, 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 a 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. Each Contracting Party grants to a designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each designated airline shall have the right to sell such transportation and any person shall be free to purchase such transportation in any currency.

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

6. Both Contracting Parties shall dispense with the requirement of employment authorizations, visitor visas or other similar documents for personnel performing certain temporary services and duties except in special circumstances determined by the national authorities concerned. Where such authorizations, visas or documents are required, they shall be issued promptly and free of charge so as not to delay the entry in the State of the personnel concerned.

Article 7

Principles governing the operation of agreed services

1. The designated airlines of the two Contracting Parties shall be afforded fair and equitable treatment in order that they may enjoy equal opportunity in the operation of the agreed services. Each Contracting 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 Contracting Party.

2. The actual and reasonably anticipated traffic requirements shall be taken into consideration for the operation of the agreed services and the total capacity provided on each of the specified routes.

Article 8

Tariffs

1. The tariffs to be charged by a designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels with due regard being paid to all relevant factors, including cost of operation, profit and the tariffs of other airlines.

2. Tariffs referred to in sub-article (1) shall, wherever possible, be agreed by the designated airlines through the use of the procedures of the International Air Transport Association for the fixation of tariffs.

3. The tariffs of a designated airline of one Contracting Party shall be submitted to the aeronautical authorities of both Contracting Parties, at least sixty (60) days before the proposed date of their introduction (hereinafter referred to as the "period of notice"). In special cases the period of notice may be reduced, subject to the agreement of the said authorities.

4. The tariffs shall be considered to be approved unless both

aeronautical authorities have expressed disapproval of the tariffs within thirty (30) days from the date of submission in accordance with sub-article (3). In the event of the period of notice being reduced as provided for in sub-article (3), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

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

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

Article 9

Timetable

1. An airline designated by each Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval, 60 days in advance, 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. If a designated airline wishes to operate supplementary or additional flights besides those covered in the approved timetables, it shall first obtain the permission of the aeronautical authority of the Contracting Party concerned.

3. Any subsequent changes to the approved timetables of a designated airline shall be submitted for approval to the aeronautical authority of the other Contracting Party.

Article 10

Provision of Information

The aeronautical authority of each Contracting Party shall supply to the aeronautical authority of the other Contracting Party, on request by the latter, information relating to the traffic carried on the agreed services by the respective former's designated airline(s). Such information shall include statistics and all other information required in determining the amount of traffic carried by those airlines on the agreed services.

Article 11

Taxes, Customs and Charges

1. Aircraft operating on international air services by the designated airline(s) 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 other 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 a 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.

3. The provisions of sub-article (2) can not 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.

4. 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 Contracting 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 12

Double Taxation

1. Income and profits from the operation of aircraft in international traffic shall be taxable only in the State in which the place of effective management of the enterprise is situated.

2. Aircraft and other movable property necessary for the operation of the aircraft shall likewise be exempt from any form of capital tax.

3. The provisions of sub-article (1) shall also apply to income and profits from the participation in a pool, a joint business or an international operating agency.

Article 13

Transfer of Funds

1. The designated airlines of the Contracting Parties shall be free to transfer from the territory of sale to their home territory 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. The designated airlines of the Contracting Parties shall receive approval for such transfer, within at most 30 days of application, into a freely convertible currency at the official rate of exchange for conversion of local currency. Such transfers shall be effected at the rate of exchange in accordance with the respective applicable national laws and regulations governing current payments, but where there is no official exchange rate such transfers shall be effected at the prevailing foreign exchange market rate for current payments.

3. The designated airlines of the Contracting Parties shall be free to effect the actual transfer on receipt of approval as referred to in sub-article (2).

Article 14

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(s) of the other Contracting Party upon its entrance 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 a designated airline of the other Contracting Party upon

their entrance 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 Contracting 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 a designated airline of the other Contracting Party in the application of its customs, immigration, quarantine, and similar regulations; nor in the use of airports, airways and air traffic services and associated facilities under its control.

Article 15

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued, or validated, by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided always that such certificates or licences were issued, or validated, in conformity with the standards established under the Convention and are unexpired.

2. 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 16

Aviation Security

1. The Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft

and other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities and any other threat to aviation security.

3. 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 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 Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.

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

5. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of that other Contracting Party and to take adequate measures to inspect passengers, crew, their carry-on items as well as cargo prior to boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

6. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and 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.

7. Should a Contracting Party depart from the aviation security provisions of this Article, the aeronautical authority of the other Contracting Party may request immediate consultations with the aeronautical authority of that Party in conformity with Article 17 of this Agreement. Failure to reach a satisfactory agreement within sixty (60) days may constitute grounds for the application of Article 18 of this Agreement.

Article 17

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 and shall consult when necessary to provide for modification thereof.

2. Either Contracting Party may request consultations, which shall begin within sixty (60) days of the date of the receipt of the request unless both Contracting Parties agree to an extension or reduction of this period. Such consultations may be conducted either orally or in writing.

3. Any amendment or modification of this Agreement agreed to by the Contracting Parties, shall come into effect on a date to be determined in an exchange of diplomatic notes and be dependent upon the completion of nationally required legal procedures.

4. Any amendment or modification of the Annex to this Agreement shall be agreed upon in writing between the aeronautical authorities and shall take effect on a date to be determined by the aeronautical authorities.

Article 18

Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, 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, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators (hereinafter referred to as the "Tribunal"), one to be appointed by each Contracting Party and the third to be agreed upon by the two arbitrators so appointed, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate its arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty days. If either of the Contracting Parties fails to designate its own arbitrator

within the period of sixty days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

3. The Tribunal shall determine its own procedure.

4. Subject to the final decision of the Tribunal, the Contracting Parties shall bear in equal proportion the initial costs of arbitration.

5. The Contracting Parties shall comply with any provisional ruling and the final decision of the Tribunal.

6. If, and so long as, one of the Contracting Parties fails to comply with a decision of the Tribunal given under this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default.

Article 19

Termination of Agreement

Either Contracting Party may at any time give notice to the other Contracting Party of its intention to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case this Agreement shall terminate twelve (12) months after the date on which the notice was 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, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.

Article 20

Registration of Agreement and Amendments

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organisation by the Contracting Parties.

Article 21

Applicability of Multilateral Agreements

1. The provisions of this Agreement shall be subject to the provisions of the Convention.

2. If a multilateral agreement concerning any matter covered by this Agreement, accepted by both Parties, enters into force, the relevant provisions of that agreement shall supersede the relevant provisions of the present Agreement.

Article 22

Applicability

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

Article 23

Entry into Force

This Agreement shall enter into force on the day on which the Contracting Parties have informed each other in writing that the formalities constitutionally required therefor in their respective countries have been complied with. This Agreement shall replace the Air Services Agreement between the Contracting Parties signed in Pretoria on the 22nd day of July 1947.

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

DONE in duplicate at Cape Town on this day twenty-sixth of May 1992, in the English language.

For the Government of the Kingdom of the Netherlands
(sd.) J. R. H. MAIJ-WEGGEN

For the Government of the Republic of South Africa
(sd.) P. WELGEMOED

Annex to the Agreement between the Government of the Republic of South Africa and the Government of the Kingdom of the Netherlands

I Route Schedule

Part A

Airlines of the Kingdom of the Netherlands authorised under the present Agreement shall operate on the following routes in both directions:

1) A point in the Netherlands – intermediate points – Johannesburg and/or Cape Town and/or Durban – points beyond. The points in South Africa can be served separately or in any combination.

Any or all intermediate and beyond points may be omitted on any or all flights at the option of the airlines concerned.

Part B

Airlines of the Republic of South Africa authorised under the present Agreement shall operate on the following routes in both directions:

1) A point in South Africa – intermediate points – a point in the Netherlands – points beyond.

Any or all intermediate and beyond points may be omitted on any or all flights at the option of the airlines concerned.

5th Freedom rights may be exercised by a designated airline of the one country provided that no air service is performed by a designated airline of the other country between a third country and the Republic of South Africa or the Kingdom of the Netherlands.

Where 5th freedom rights are already exercised by a designated airline of either country, such a designated airline will be allowed to phase out its operations within a reasonable period but in any event not longer than six months after having been given notice to this effect.

Notwithstanding the other provisions in this paragraph, the designated airline of the Republic of South Africa is allowed to exercise 5th freedom rights between Amsterdam and Frankfurt and between Amsterdam and a further point to be selected through an exchange of letters between the aeronautical authorities out of the following 4 points: Copenhagen, Lisbon, Manchester and Milan. Selected points can be changed only by agreement between the aeronautical authorities of both countries.

II Each designated airline shall be authorised to operate three weekly services with any type of aircraft.

Each designated airline shall be authorised to increase the presently

operated two frequencies per week to a maximum of seven frequencies per week with any type of aircraft:

provided however, and unless otherwise agreed by the aeronautical authorities that the difference in number of frequencies per week by the respective airlines may never be more than one frequency per week; and further provided that if one airline elects to reduce its number of frequencies the other airline will be allowed to retain the number of frequencies, it was entitled to.

III Designated Airlines

A. For the Kingdom of the Netherlands:
KLM Royal Dutch Airlines

B. For the Republic of South Africa:
South African Airways

DONE at Cape Town this twenty-sixth day of May 1992.

For the Government of the Kingdom of the Netherlands
(sd.) J. R. H. MAIJ-WEGGEN

For the Government of the Republic of South Africa
(sd.) P. WELGEMOED

D. PARLEMENT

De Overeenkomst behoeft ingevolge artikel 91 van de Grondwet de goedkeuring van de Staten-Generaal alvorens het Koninkrijk aan de Overeenkomst kan worden gebonden.

G. INWERKINGTREDING

De bepalingen van de Overeenkomst, met Bijlage, zullen ingevolge artikel 23 in werking treden op de datum waarop de Overeenkomstsluitende Partijen elkaar schriftelijk hebben medegedeeld dat in hun onderscheiden landen aan de daarvoor constitutioneel vereiste formaliteiten is voldaan.

Wat het Koninkrijk der Nederlanden betreft, zal de Overeenkomst ingevolge artikel 22 alleen voor Nederland gelden.

J. GEGEVENS

Van de op 7 december 1944 te Chicago tot stand gekomen Overeenkomst inzake de internationale burgerluchtvaart, naar welke Overeenkomst onder meer in artikel 1, letter a, van de onderhavige Overeenkomst wordt verwezen, zijn de Engelse tekst en de vertaling bekendgemaakt in *Stb.* H 165. Zie ook, laatstelijk, *Trb.* 1985, 45.

Van de op 22 juli 1947 te Pretoria tot stand gekomen Overeenkomst tussen het Koninkrijk der Nederlanden en de Unie van Zuid-Afrika betreffende luchtdiensten tussen hun respectieve grondgebieden, welke Overeenkomst door de onderhavige Overeenkomst zal worden vervangen, is de tekst bekendgemaakt in *Stb.* H 345. Zie ook, laatstelijk, *Trb.* 1971, 120.

Van het op 14 september 1963 te Tokio tot stand gekomen Verdrag inzake strafbare feiten en bepaalde andere handelingen begaan aan boord van luchtvaartuigen, naar welk Verdrag in artikel 16, derde lid, van de onderhavige Overeenkomst wordt verwezen, is de tekst geplaatst in *Trb.* 1964, 115 en de vertaling in *Trb.* 1964, 186; zie ook, laatstelijk, *Trb.* 1981, 113.

Van het op 16 december 1970 te 's-Gravenhage tot stand gekomen Verdrag tot bestrijding van het wederrechtelijk in zijn macht brengen van luchtvaartuigen, naar welk Verdrag in artikel 16, derde lid, van de onderhavige Overeenkomst wordt verwezen, zijn de Engelse en de Franse tekst en de vertaling geplaatst in *Trb.* 1971, 50; zie ook, laatstelijk, *Trb.* 1981, 114.

Van het op 23 september 1971 te Montreal tot stand gekomen Verdrag tot bestrijding van wederrechtelijke gedragingen, gericht tegen de veiligheid van de burgerluchtvaart, naar welk Verdrag in artikel 16, derde lid, van de onderhavige Overeenkomst wordt verwezen, zijn de Engelse en de Franse tekst en de vertaling geplaatst in *Trb.* 1971, 218; zie ook, laatstelijk, *Trb.* 1981, 115.

Uitgegeven de eenentwintigste juli 1992.

De Minister van Buitenlandse Zaken a.i.,

J. E. ANDRIESEN