

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 2007 Nr. 9

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A. TITEL

*Luchtvaartverdrag tussen het Koninkrijk der Nederlanden, ten behoeve van de Nederlandse Antillen, en Antigua en Barbuda inzake luchtvervoer tussen Antigua en Barbuda en de Nederlandse Antillen; (met bijlagen)  
Saint John's, 24 november 2006*

B. TEKST

**Air transport Agreement between the Kingdom of the Netherlands, in respect of the Netherlands Antilles, and Antigua and Barbuda relating to Air transport between Antigua and Barbuda and the Netherlands Antilles**

The Kingdom of the Netherlands, in respect of the Netherlands Antilles,

and

Antigua and Barbuda,

hereinafter referred to as “the Parties”;

Being Parties to the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944;

Desiring to contribute to the progress of regional and international civil aviation;

Desiring to conclude an agreement for the purpose of establishing and operating air services between and beyond their respective territories;

Have agreed as follows:

Article 1

*Definitions*

For the purpose of this Agreement, unless otherwise stated, the term:

1. “Aeronautical authorities” means, in the case of Antigua and Barbuda, the Minister responsible for Civil Aviation and in the case of the Kingdom of the Netherlands, the Minister of Transport and Communications of the Netherlands Antilles, and any person or body authorized to perform any functions at present exercised by said authorities;
2. “Agreement” means this Agreement, its Annexes, and any amendments thereto;
3. “Air transportation” means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire;
4. “Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:
  - a) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and
  - b) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;
5. “Designated airline” means an airline designated and authorized in accordance with Article 4 of this Agreement;
6. “Full cost” means the cost of providing service plus a reasonable charge for administrative overhead;
7. “National” in the case of Antigua and Barbuda means nationals of Antigua and Barbuda and in the case of the Kingdom of the Netherlands, its nationals who are permanent residents of the Netherlands Antilles;
8. “Price” means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
9. “Stop for non-traffic purposes” means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transportation;
10. “Territory” means the territory as defined in Article 2 of the Convention;
11. “User charge” means a charge imposed on airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities;
12. “Stop-over” means a deliberate, intentional and scheduled interruption of a journey by a passenger, exceeding twenty-four (24) hours but not more than seven (7) days forming part of a continuous journey at a point or points between the place of departure and the place of destination.

## Article 2

*Grant of Rights*

1. Each Party grants to the other Party the following rights for the conduct of air transportation by the designated airlines of the other 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) the rights otherwise specified in this Agreement.

2. Nothing in this Article shall be deemed to confer on the airline or airlines of one Party the right to take on board in the territory of the other Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

## 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 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 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 regulations, 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. The Governments of Antigua and Barbuda and the Netherlands Antilles shall have the right to designate one or more airlines to conduct air transportation between and beyond their territories in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing 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 authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions within thirty (30) days, provided:

- a) substantial ownership and effective control of that airline are vested in the Government designating the airline, or nationals of the Party, or both;
- b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and
- c) the Government designating the airline is maintaining and administering the standards set forth in Article 7 (Safety) and Article 8 (Aviation Security).

3. The right of each Party to designate an airline or airlines shall include designation in accordance with the Principle of Community of Interest as established by the International Civil Aviation Organization (ICAO). On receipt of such designation and application from the designated airline in the form and manner prescribed for operating authorization the Aeronautical authorities shall, without undue delay, grant the appropriate authorization provided the designated airline complies with the provisions of paragraph 2b of the present Article.

Once the designation is received, the responsibility for compliance with Articles 7 (Safety) and 8 (Aviation Security) of the Agreement remains with the Party issuing the air operator's certificate to the designated airline.

## Article 5

### *Revocation of Authorization*

1. Either Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

- a) substantial ownership and effective control of that airline are not vested in the other designating Government, the Party's nationals, or both, or in the case of authorization granted under Article 4, paragraph 3, where the airline no longer meets the requirements of the Community of Interest Principle as outlined in that Article;
- b) that airline has failed to comply with the laws and regulations referred to in Article 6 (Application of Laws) of this Agreement; or
- c) the other Party is not maintaining and administering the standards as set forth in Article 7 (Safety).

2. Unless immediate action is essential to prevent further non compliance with subparagraphs 1b or 1c of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

3. This Article does not limit the rights of either Party to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in accordance with the provisions of Article 8 (Aviation Security).

## Article 6

### *Application of Laws*

1. While entering, within, or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

2. While entering, within, or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Party's airlines.

## Article 7

### *Safety*

1. Each Party shall recognise as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

2. Either Party may request consultations concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective

action. Each Party reserves the right to withhold, revoke, or limit the operations authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate corrective action within a reasonable time.

#### Article 8

##### *Aviation Security*

1. In accordance with their rights and obligations under international law, the Parties reaffirm that their obligation 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 Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, done at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on September 23, 1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal on February 24, 1988.

2. The 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, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation.

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; they shall require that operators of aircraft of their registry, 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 Party agrees to observe the security provisions required by the other Party for entry into, for departure from, and while within the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for special security measures to meet a particular threat.

5. 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 or air navigation facilities occurs, the Parties shall assist

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

6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the Aeronautical authorities of that Party may request immediate consultations with the Aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines of that Party. When required by an emergency, a Party may take interim action prior to the expiry of fifteen (15) days.

## Article 9

### *Commercial Opportunities*

1. The airlines of each Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of air transportation.

2. The designated airlines of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational, and other specialist staff required for the provision of air transportation.

3. Each designated airline shall have the right to perform its own ground-handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services in whole or in part. The rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if self-handling were possible.

4. Any airline of each Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents. Each airline shall have the right to sell such transportation, in the currency of that territory or in freely convertible currencies.

5. Each airline shall have the right to convert and remit to its country, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transaction and remittance on the date the carrier makes the initial application for remittance.

6. The airlines of each Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency. At their discretion, the airlines of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies according to local currency regulation.

7. In operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into co-operative marketing arrangements such as blocked-space, code-sharing, joint ventures or leasing arrangements, with

- a) an airline or airlines of either Party; and
- b) an airline or airlines of a third country, provided that such third country authorizes or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such a third country;

provided that all airlines in such arrangements (1) hold the appropriate authority and (2) meet the requirements normally applied to such arrangements.

#### Article 10

##### *User Charges*

1. User charges that may be imposed by the competent charging authorities or bodies of each Party on the airlines of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the airlines of the other Party on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the airlines of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraph 1 and 2 of this Article. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 16, to be in breach of a provision of this Article, unless (1) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or (2) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

#### Article 11

##### *Computer Reservation System (CRS)*

1. The Parties agree that:
  - a) the interest of consumers of air transport products will be protected from any misuse of such information including misleading presentation thereof;
  - b) a designated airline of a Party and the airline's agents will have unrestricted and non-discriminatory access to and use of CRS in the territory of the other Party;
  - c) in this respect the ICAO CRS Code of Conduct shall be applicable.
2. Each Party guarantees to the other Party free and unimpaired access in its territory to the CRS's chosen as its primary system by the designated airline(s) of the Parties. Neither Party shall, in its territory, impose or permit to be imposed on the CRS of the designated airline(s) of the other Party more stringent requirements than those imposed on the CRS of its own designated airline(s), such as with respect to:
  - a) the operation and sale of the CRS services including CRS display and editing rules, and
  - b) the access to and use of communications facilities, selection and use of technical hardware and software or the installation of hardware.

#### Article 12

##### *Fair Competition*

1. Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in providing the air transportation governed by this Agreement.
2. Each Party shall allow each designated airline to determine the frequency and capacity of the air transportation it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3. Neither Party shall impose on the other Party's designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

4. Neither Party shall require the filing of flight schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

5. The Parties agree that the following airline practices may be regarded as possible unfair competitive practices which may merit closer examination:

- charging fares and rates at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;
- the addition of excessive capacity or frequency of service;
- the practices in question are sustained rather than temporary;
- the practices in question have a serious negative economic effect on, or cause significant damage to, another airline;
- the practices in question reflect an apparent intent or have the probable effect, of crippling, excluding or driving another airline from the market; and
- behaviour indicating an abuse of dominant position on the route.

6. If the Aeronautical authorities of one Party consider that an operation or operations intended or conducted by a designated carrier of the other Party may constitute unfair competitive behaviour in accordance with the indicators listed in paragraph 5, they may request consultation in accordance with Article 15 (Consultations and amendment) with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request and the consultation shall begin within fifteen (15) days of the request.

#### Article 13

##### *Pricing*

1. Each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

- a) prevention of unreasonably discriminatory prices or practices;
- b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
- c) protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Each Party may require notification to or filing with its Aeronautical authorities of prices to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged by (1) an airline of either Party for international air transportation between the territories of the Parties, or (2) an airline of one Party for air transportation between the territory of the other Party and any other country, including in both cases transportation on an interline or intraline basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Parties shall co-operate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the price shall go into effect or continue to be effective.

#### Article 14

##### *Taxes, Customs and Charges*

1. Aircraft operating on international air services by the designated airlines of either 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 as advertising and promotion 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 on the territory of the 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 Party by or on behalf of a designated airline of the other 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 Party, shall be applied, even when these supplies are

to be used on the parts of the journey performed over the territory of the 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 Party can be made subject to the obligation to refund customs duties which already have been levied on the items referred to in the above mentioned Article.

3. Regular airborne equipment, spare parts, supplies fuels and lubricants and aircraft stores retained on board the aircraft of either Party may be unloaded in the territory of the other Party only with the approval of the customs authorities of that Party, who may require that 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 15

##### *Consultations and amendment*

1. Either Party may, at any time, request consultations relating to the implementation of this Agreement and the amendment of this Agreement or its Annexes. Such consultations shall begin at the earliest possible date, but not later than sixty (60) days from the date the other Party receives the request, unless otherwise agreed.

2. Any amendment to the present Agreement agreed upon by the Parties shall come into force on the date on which the Parties have informed each other in writing of the completion of their respective constitutional requirements.

3. Any amendment to the Annexes to the present Agreement shall be agreed upon in writing between the Aeronautical authorities and shall take effect upon confirmation by an exchange of Diplomatic Notes.

#### Article 16

##### *Settlement of Disputes*

1. Any dispute arising under this Agreement, except those that may arise under paragraph 3 of Article 13 (Pricing), that is not resolved by a first round of formal consultations may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall, at the request of either Party, be submitted to arbitration in accordance with the procedures set forth below.

2. Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

a) Within thirty (30) days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within sixty (60) days after

these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

b) If either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph a of this paragraph, either Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within thirty (30) days. If the President of the Council is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

3. Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedural rules. The tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than fifteen (15) days after the tribunal is fully constituted.

4. Except as otherwise agreed or as directed by the tribunal, each Party shall submit a memorandum within forty-five (45) days of the time the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Party or on its own initiative within fifteen (15) days after replies are due.

5. The tribunal shall attempt to render a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision or award of the majority of the tribunal shall prevail.

6. The Parties may submit requests for clarification of the decision within fifteen (15) days after it is rendered and any clarification given shall be issued within fifteen (15) days of such request.

7. Each Party shall give full effect to any decision or award of the arbitral tribunal. The award of the arbitral tribunal shall be final and binding.

8. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph 2b of this Article shall be considered to be part of the expenses of the arbitral tribunal.

#### Article 17

##### *Multilateral Conventions*

If a general multilateral air transport convention comes into force in respect of both Parties, the provisions of such convention shall prevail.

Consultations in accordance with Article 15 of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

#### Article 18

##### *Termination*

1. Either Party may at any time give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement.

Such notice shall be communicated simultaneously to the International Civil Aviation Organization.

2. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period.

In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

#### Article 19

##### *Registration with ICAO*

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

#### Article 20

##### *Entry into force*

1. Each of the Parties shall notify the other Party through the diplomatic channels of the completion of its constitutional formalities required to bring this Agreement into effect.

The Agreement shall come into force on the first day of the month following the date of the last notification.

2. As regards the Kingdom of the Netherlands, this Agreement shall apply to the Netherlands Antilles only.

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

DONE in duplicate, at Saint John's on this 24<sup>th</sup> day of November 2006, in the English language.

*For the Kingdom of the Netherlands:*

K.A. GIJSBERTHA

*For Antigua and Barbuda:*

H. LOVELL

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## **Annex I**

### Scheduled Air Transportation

#### Section 1

##### Routes

Airlines of each Party designated under this Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled international air transportation between points on the following routes:

A. Routes for the airline or airlines designated by Antigua and Barbuda:

1. From points behind Antigua and Barbuda via Antigua and Barbuda and intermediate points to a point or points in the Netherlands Antilles and beyond.
2. For all-cargo service or services, between the Netherlands Antilles and any point or points.

B. Routes for the airline or airlines designated by the Netherlands Antilles:

1. From points behind the Netherlands Antilles via the Netherlands Antilles and intermediate points to a point or points in Antigua and Barbuda and beyond.
2. For all-cargo service or services, between Antigua and Barbuda and any point or points.

#### Section 2

##### Operational Flexibility

Each designated airline may, on any or all flights at its option:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;

3. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;

4. Omit stops at any point or points;

5. Transfer traffic, including stop-over traffic traveling under its code, between any of its aircraft, including aircraft operated by a code-share partner, to any of its other aircraft at any point on the routes, in accordance with the provisions of this Agreement; and

6. Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that, with the exception of all-cargo services, the service serves a point in the territory of the Party designating the airline.

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## **Annex II**

### Charter Air Transportation

#### Section 1

Airlines of each Party operating under a permit issued by its Aeronautical authority in accordance with the terms of Article 4, paragraph 2, and Article 5 of the Agreement shall have the right to carry (international) charter traffic of passengers (and their accompanying baggage) and/or cargo (including, but not limited to, freight forwarder, split, and combination (passenger/cargo charters):

Between any point or points in the territory of the Party that has designated the airline and any point or points in the territory of the other Party; and

Between any point or points in the territory of the other Party and any point or points in a third country or countries, provided that, except with respect to cargo charters, such service constitutes part of a continuous operation, with or without a change of aircraft, that includes service to the homeland for the purpose of carrying local traffic between the homeland and the territory of the other Party.

In the performance of services covered by this Annex, airlines of each Party operating under this Annex shall also have the right: (1) to make stopovers at any points whether within or outside of the territory of either Party; (2) to carry transit traffic through the other Party's territory; (3) to combine on the same aircraft traffic originating in one Party's territory, traffic originating in the other Party's territory, and traffic originating in third countries; and (4) to perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that, except with respect to cargo charters, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.

Each party shall extend favourable consideration to applications by airlines of the other party to carry traffic not covered by this Annex on the basis of comity and reciprocity.

## Section 2

Any airline operating under this Annex performing international charter air transportation originating in the territory of either Party, whether on a one-way or round-trip basis, shall have the option of complying with the charter laws, regulations, and rules either of its homeland or of the other Party. If a Party applies different rules, regulations, terms, conditions, or limitations to one or more of its airlines, or to airlines of different countries, each airline shall be subject to the least restrictive of such criteria.

## Section 3

Except with respect to the consumer protection rules of its homeland, neither Party shall require an airline designated by the other Party and operating under this Annex, in respect of the carriage of traffic from the territory of that other Party or of a third country on a one-way or round-trip basis, to submit more than a declaration of conformity with the applicable laws, regulations and rules referred to under section 2 of this Annex or of a waiver of these laws, regulations, or rules granted by the applicable Aeronautical authorities.

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D. PARLEMENT

Het Verdrag, met bijlagen, heeft ingevolge artikel 91 van de Grondwet de goedkeuring van de Staten-Generaal, alvorens het Koninkrijk aan het Verdrag, met bijlagen, kan worden gebonden.

G. INWERKINGTREDING

De bepalingen van het Verdrag, met bijlagen, zullen ingevolge artikel 20, eerste lid, juncto artikel 1, onderdeel 2, van het Verdrag in werking treden op de eerste dag van de maand volgend op de datum van de laatste kennisgeving waarbij de Verdragsluitende Partijen elkaar via diplomatieke wegen ervan in kennis hebben gesteld dat aan de vereiste constitutionele vereisten voor inwerkingtreding is voldaan.

J. VERWIJZINGEN

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|---------------------|--|
| Titel               | : Verdrag inzake de internationale burgerlijke luchtvaart;<br>Chicago, 7 december 1944   |
| Tekst               | : <i>Trb.</i> 1947, 165 (Engels en vertaling)  |
| Laatste <i>Trb.</i> | : <i>Trb.</i> 1999, 108  |
| Titel               | : Verdrag inzake strafbare feiten en bepaalde andere handelingen begaan aan boord van luchtvaartuigen;<br>Tokio, 14 september 1963   |
| Tekst               | : <i>Trb.</i> 1964, 115 (Engels en Frans)  |
| Laatste <i>Trb.</i> | : <i>Trb.</i> 1964, 186 (vertaling)<br><i>Trb.</i> 1995, 203   |
| Titel               | : Verdrag tot bestrijding van het wederrechtelijk in zijn macht brengen van luchtvaartuigen;<br>'s-Gravenhage, 16 december 1970  |
| Tekst               | : <i>Trb.</i> 1971, 50 (Engels, Frans en vertaling)  |
| Laatste <i>Trb.</i> | : <i>Trb.</i> 1995, 204  |
| Titel               | : Verdrag tot bestrijding van wederrechtelijke gedragingen gericht tegen de veiligheid van de burgerluchtvaart;<br>Montreal, 23 september 1971   |
| Tekst               | : <i>Trb.</i> 1971, 218 (Engels, Frans en vertaling)   |
| Laatste <i>Trb.</i> | : <i>Trb.</i> 1995, 205  |
| Titel               | : Protocol tot bestrijding van wederrechtelijke daden van geweld op luchthavens voor de internationale burgerluchtvaart bij het Verdrag tot bestrijding van wederrechtelijke gedragingen tegen de veiligheid |

van de burgerluchtvaart, gedaan te Montreal op 23 september 1971;  
Montreal, 24 februari 1988  
Tekst : *Trb.* 1988, 88 (Engels, Frans en vertaling)  
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*De Minister van Buitenlandse Zaken,*

B. R. BOT