

AGREEMENT BETWEEN THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA AND THE GOVERNMENT OF THE
KINGDOM OF THAILAND
RELATING TO CIVIL AIR TRANSPORT

The Government of the People's Republic of China and the Government of the Kingdom of Thailand, hereinafter referred to as "the Contracting Parties",

With a view to facilitating the friendly contacts between the peoples of China and Thailand and developing the mutual: " relations between the two countries in respect of air transportation;

Desirous 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

(1) For the purpose of the present Agreement, unless the context otherwise requires:

(a) The term "Aeronautical Authorities" means in the case of the People's Republic of China, the Director-General of the General Administration of Civil Aviation of China or any person or body authorized to perform any functions or similar functions on civil aviation at present exercised by the said Director-General, and in the case of the Kingdom of Thailand, the Minister of Communications, or any person or body authorised to perform any functions or similar functions on Civil Aviation at present exercised by the said Ministers

(b) the term "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of the present Agreement;

(c) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, baggages, cargo or mail;

(d) the term "international air service" means in air service which passes through the air space over the territory of more than one state;

(e) the term "airline" means any air transport enterprise offering or operating an international air service;

(f) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggages, cargo or mail.

(2) The Route Schedule forms an integral part of the Present Agreement, and all references to the Agreement shall include reference to the Route Schedule except where otherwise provided.

ARTICLE 2

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement to enable the designated airline of the other Contracting Party to establish and operate international air services (hereinafter referred to as "the agreed services") on the routes specified in the Route Schedule to the present Agreement (hereinafter referred to as "the specified route").

(2) Subject to the provisions of the present Agreement, the airline designated by each Contracting Party shall enjoy, while operating the agreed service on the specified routes, the following rights:

(a) to fly without landing across the territory of the other Contracting Party on the airways specified by the Aeronautical

Authorities of that other Contracting Party;

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

(c) to make stops in the said territory at the points on the routes specified in the Route Schedule to the Present Agreement for the purpose of putting down and taking on international traffic in passengers, baggages, cargo and mail.

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

ARTICLE 3

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

(2) On receipt of such 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 by the first Contracting Party the appropriate operating permission.

(3) The Aeronautical Authorities of the other Contracting Party may require the airline designated by the first Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed by the said Aeronautical Authorities under the laws and regulations normally and reasonably applied to the operation of international air services.

(4) The other Contracting Party shall have the right to withhold or revoke the operating permission referred to in paragraph (2) of this Article, in respect of the airline designated by the first Contracting Party in any case where the other Contracting Party is not satisfied that the substantial ownership and effective control of such airline are vested

in the Contracting Party designating the airline or in its nationals.

(5) The airline designated and authorized in accordance with the provisions of paragraphs (1) and (2) of this Article may begin to operate the agreed services, provided that the tariffs established in accordance with the provisions of Article 11 of the present Agreement are in force in respect of these services.

ARTICLE 4

(1) Each Contracting Party shall have the right to suspend the exercise by the designated airline of the other Contracting Party of the rights specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise of those rights, in any case:

(a) where such airline fails to comply with the laws and regulations of the Contracting Party granting those rights; or

(b) where such airline otherwise fails to operate in accordance with the conditions prescribed in the present Agreement.

(2) The right referred to in paragraph (1) of this Article shall be exercised only after consultation with the other Contracting Party, unless immediate suspension or imposition of necessary conditions is essential to prevent further infringement of such laws and regulations.

ARTICLE 5

The laws and regulations of either Contracting Party relating to the admission to, stay in, departure from and operation in its territory of aircraft engaged in the operation of international air services as well as the laws and regulations relating to the admission to, stay in and departure from its territory of passengers, crew, baggages, cargo and mail shall be applicable to the aircraft of the airline designated by the other Contracting Party, its crew as well as the passengers, baggages, cargo

and mail carried by such aircraft, while in the territory of the first Contracting Party.

ARTICLE 6

(1) Aircraft of the designated airline of each Contracting Party engaged in the operation of the agreed services shall, bear the nationality and registration marks of such Contracting Party and carry on board the following certificates and documents:

- (a) certificate of registration;
- (b) certificate of airworthiness;
- (c) appropriate licenses and certificates for each member of the crew;
- (d) Journey log sheet;
- (e) aircraft radio station licenses;
- (f) if it carries passengers, a list of the names and places of their embarkation and disembarkation;
- (g) if it carries cargo, a manifest and detailed declaration of the cargo.

(2) 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 not below the minimum standards which are normally applicable in international air transportation.

(3) Notwithstanding the preceding paragraph, each Contracting Party reserves the right to refuse to recognize, for the purpose of flight above its own territory, licenses and certificates as referred to in paragraph (c) of this Article granted to any of its nationals by the other contracting Party or by any third country.

(4) The crew members of aircraft of the designated airline of either Contracting Party operating the agreed services above the territory of the other Contracting Party shall be nationals of the first Contracting Party. In case the said airline desires to employ crew members of other nationalities for the operation of the agreed services, prior approval shall be obtained from the other Contracting Party through diplomatic channels.

ARTICLE 7

(1) In case where aircraft of the designated airline of one Contracting Party is in distress or meets with an accident in the territory of the other Contracting Party, that other Contracting Party shall at once provide measures of assistance as far as practicable, and immediately inform the Aeronautical Authorities and the designated airline of the first Contracting Party of the circumstances of the distress or accident as well as such measures of assistance

(2) If an accident to aircraft of the designated airline of either Contracting Party in the territory of the other Contracting Party involves death or serious injury to any persons or serious damage to the aircraft, the other Contracting Party shall take the following measures:

(a) to protect evidences and to ensure the safe custody of the aircraft and its contents on board;

(b) to make an investigation into the circumstances of the accident;

(c) to permit the representatives of the Aeronautical Authorities of the first Contracting Party and the representatives of the said designated airline to have immediate access to such aircraft and to be present as observers at the investigation and provide them with all necessary assistance;

(d) to release the aircraft and contents on board as soon as they are no longer required for the investigation; and

(e) to send the report of the investigation to the Aeronautical Authorities of the other Contracting Party.

ARTICLE 8

(1) Aircraft operated on the agreed services by the designated airline of either Contracting Party as well as the regular aircraft equipment, spare parts, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) retained on board the aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arrival in and departure from the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

(2) There shall also be exempt from the similar duties, fees and charges, with the exception of charges corresponding to the service performed to:

(a) aircraft stores taken on board in the territory of either Contracting Party within limits fixed by the appropriate authorities of the said Contracting Party, and for use on board outbound aircraft engaged in the agreed services operated by the designated airline of the other Contracting Party;

(b) aircraft spare parts, regular aircraft equipment and stores introduced into the territory of either Contracting Party for use in the operation of the agreed services by the designated airline of the other Contracting Party; and

(c) fuel and lubricants destined to supply outbound aircraft operated on the agreed services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting party in which they are taken on board.

(3) The regular airborne equipment as well as the materials and

supplies retained on board the aircraft of the designated airline of either Contracting party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of the other Contracting Party. The articles unloaded in the said territory as well as those introduced into the said territory shall be placed under the supervision of the said authorities and shall not be sold or used for other purposes in the above territory until such time as they are re-exported or otherwise disposed of in accordance with the customs regulations.

ARTICLE 9

(1) Each Contracting Party shall designate in its territory regular airports and alternate airport(s) to be used by the designated airline of the other Contracting Party for the operation of the specified routes, and provide the latter with communication, navigational, meteorological and other auxiliary services in its territory as are required for the operation of the agreed services. Detailed arrangements for the above shall be agreed upon between the competent authorities of both Contracting Parties.

(2) The designated airline of one Contracting Party shall be charged for the use of airport(s), equipment, technical services and air navigation facilities of the other Contracting Party at fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party. Such rates shall not be higher than those normally paid by other airlines for similar services.

ARTICLE 10

(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 point on route. The designated airline of each Contracting Party in providing capacity for the carriage of traffic embarked in the territory of the other Contracting Party and disembarked at point 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 affect unduly that interest of the latter airline.

(2) The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for such services.

(3) Each Contracting Party shall have as its primary objective the provision of capacity adequate to meet the demands to carry passengers, baggages, cargo and mail embarked or disembarked in the territory of the Contracting Party which has designated the airline.

(4) Provision for the carriage of passengers, baggages, cargo and mail both taken up and put down at points on the specified routes in the territories of countries other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

(a) traffic demands to and from the territory of the Contracting Party which has designated the airline;

(b) the requirements of through airline operation; and

(c) traffic demands of the area through which the airline passes, after taking account of local and regional services.

(5) 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 an Exchange of Notes.

ARTICLE 11

(1) The tariffs on the agreed services operated by the designated airline of each Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including costs of operation, reasonable profit, characteristics of service and the tariffs of other airlines for the whole or part of the same routes.

(2) The tariffs referred to in paragraph(1) of this Article shall be fixed in accordance with the following provisions:

(a) Such tariffs shall be agreed upon through consultation between the designated airlines of both Contracting parties. The tariffs so agreed shall, preceding their coming into effect, be submitted for the approval of their respective Aeronautical Authorities.

(b) If the designated airlines of both Contracting parties cannot agree on the tariffs, or if the Aeronautical Authorities of either Contracting Party do not approve the tariffs submitted to them in accordance with provisions of paragraph (2) (a) of this Article, the Aeronautical Authorities of the Contracting Parties shall endeavour to reach appropriate tariffs.

(c) If the Aeronautical Authorities of both Contracting Parties cannot agree on the tariffs in accordance with the provisions of Paragraph (2) (b) of the Article, the dispute shall be settled in accordance with the provisions of Article 15 of the present Agreement.

(d) Pending determination of new tariffs in accordance with the provisions of this Article, the tariffs already in force shall prevail.

ARTICLE 12

The excess of receipt over expenditure derived from the transportation of international traffic by the designated airline of each Contracting Party in the territory of the other Contracting Party shall

be permitted to be transferred, at the official rate, by the other Contracting Party in accordance with its foreign exchange regulations.

ARTICLE 13

(1) The designated airline of each Contracting Party shall have the right to establish and operate branch offices with staff of its own at the point(s) of the specified routes provided for in the Annex to the present Agreement as well as to appoint any general sales agent and ground handling agent in the territory of the other Contracting Party. Such right shall be granted to or enjoyed by the designated airline of either Contracting Party on reciprocal basis. The staff of such offices shall be the nationals of either Contracting Party. The number of staff of such offices other than those locally employed shall be agreed upon through consultation between the competent authorities of both Contracting Parties. The staff of such offices shall observe the laws and regulations of the State where such offices are located.

(2) Each Contracting Party shall , in accordance with its internal laws and regulations, extend assistance and facilities to the representative offices of the designated airline of the other Contracting Party and take those necessary measures for ensuring the availability of fuel supply as well as the safety of aircraft, spare parts, regular equipment and other properties of the said designated airline to be used on the agreed services in the territory of the first Contracting Party, similar to those taken for its own designated airline.

ARTICLE 14

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 airline 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 15

(1) In a spirit of close cooperation, the Aeronautical Authorities of both Contracting Parties shall, as required, consult each other at any time with a view to ensuring the implementation of the provisions of the present Agreement.

(2) If any dispute arises between the Contracting parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall settle it by negotiation between themselves in a spirit of friendly co- operation and mutual understanding.

ARTICLE 16

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement 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 se agreed shall come into force when confirmed by an exchange of Diplomatic Notes,

ARTICLE 17

After the date of signature, the present Agreement shall enter into force on the day of the exchange of Diplomatic Notes.

ARTICLE 18

Either Contracting Party may at any time give notice to the other

Contracting Party of its intention to terminate the present Agreement. The present Agreement shall then terminate twelve months after the date of receipt of the notice by the other Contracting Party unless by an agreement between the contracting Parties the notice under reference is withdrawn before the expiry of this period.

Done in Beijing on this Twenty-sixth day of June 1980, in duplicate in the Chinese, Thai and English languages, the three texts being equally authentic. In case of divergent interpretations of the Chinese and Thai texts, the English text shall prevail.

FOR THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC
OF CHINA

FOR THE GOVERNMENT
OF THE KINGDOM OF
THAILAND

ANNEX

Route Schedule

1. The route of the agreed services operated by the designated airline of the Government of the Kingdom of Thailand shall be as follows in both directions:

A point in Thailand - Guangzhou

2. The route of the agreed services operated by the designated airline of the Government of the People's Republic of China shall be as follows in both directions:

A point in China - Bangkok