



New Zealand Embassy
BANGKOK

9 June 1992

Excellency,

I have the honour to refer to the Air Services Agreement between the Government of New Zealand and the Government of the Kingdom of Thailand, done at Wellington on 5 August 1987, as amended by an Exchange of Notes on 26 October 1989, (hereinafter referred to as "the Agreement") and, following the recent air services discussions between representatives of our two Governments, to propose that, pursuant to Article 19, the Agreement be amended as follows :

- 1 Article 5 of the Agreement relating to Aviation Security shall be replaced by Annex I to this Note.
- 2 Article 14 of the Agreement relating to Tariffs shall be replaced by Annex II to this Note.
- 3 The Route Schedule annexed to the Agreement shall be replaced by Annex III to this Note.

H E Mr Pongpol Adireksarn
Minister of Foreign Affairs
THAILAND

If the foregoing is acceptable to the Government of the Kingdom of Thailand, I have the further honour to propose that this Note, together with your reply, shall constitute an Agreement amending the Air Services Agreement between our two Governments of 5 August 1987, as amended, which shall enter into force on the date of your Note in reply.

Accept, Excellency, the assurances of my highest consideration.

(P H Gibson)
Ambassador

ANNEX I

ARTICLE 5

AVIATION SECURITY

1 Consistent with their rights and obligations under international law, the Contracting 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.

2 Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall, in particular, act in conformity with the provisions of 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 Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and any other multilateral agreement governing aviation security binding upon both Contracting Parties.

3 The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

4 The Contracting 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, to the extent that such security provisions are applicable to the Contracting Parties; 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. Each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aforementioned aviation security provisions. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences.

5 Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect ~~passengers, crew, carry-on items, baggage, cargo and~~ aircraft stores prior to and during boarding and loading.

6 Each Contracting Party shall give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

7 Each Contracting Party shall also give sympathetic consideration to a request from the other Contracting Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Contracting Party could make in the territory of the other Contracting Party their own assessment of the security measures being carried out by aircraft operators in respect of flights destined to the territory of the first Contracting Party.

8 When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

9 When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party.

ANNEX IIARTICLE 14TARIFFS

1 The tariffs for carriage on agreed services to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, the interest of users, reasonable profit, characteristics of service (such as standards of speed and accommodation) and, when it is deemed suitable, the tariffs of other airlines for any part of the specified route.

2 The tariffs referred to in paragraph 1 of this Article shall be agreed upon, if possible, between the designated airlines of the Contracting Parties; such agreement shall be reached, whenever possible, through the international tariff coordination mechanism of the International Air Transport Association. However, a designated airline shall not be precluded from filing any proposed tariff unilaterally if circumstances so warrant. Unless otherwise determined in the application of paragraph 5 of this Article, or where a proposed tariff has been unilaterally filed, each designated airline shall be responsible only to its aeronautical authorities for the justification and reasonableness of the tariffs so proposed.

3 The aeronautical authorities of either Contracting Party may require tariffs for an agreed service to be filed for approval. Where any tariffs are required to be filed, such filings shall be made at least 60 days prior

to the proposed effective date, unless the aeronautical authorities of the Contracting Party or Parties requiring the tariffs to be filed permits the filing to be made on shorter notice. Any proposed tariff shall be filed by a designated airline in such form as the aeronautical authorities of each Contracting Party may require.

4 If the aeronautical authorities of one Contracting Party, on receipt of any filing referred to in paragraph 3 of this Article, are dissatisfied with the tariff proposed, they shall so notify the aeronautical authorities of the other Contracting Party within 45 days from the date of receipt of such tariff, but in no event less than 15 days prior to the proposed effective date of such tariff. If notification of dissatisfaction is not given as provided in this paragraph, the tariff shall be deemed to be approved by the aeronautical authorities of the Contracting Party receiving the filing and shall become effective on the proposed date.

5 If a tariff cannot be established in accordance with the provisions of paragraph 2 of this Article or if during the period applicable in accordance with paragraph 4 of this Article a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves. Consultations between the aeronautical authorities shall be held in accordance with Article 17 of this Agreement.

6 If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 5 of this Article, the dispute shall be settled in accordance with the provisions of Article 18 of this Agreement.

7 When tariffs have been established in accordance with the provisions of this Article, those tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

8 If the aeronautical authorities of one of the Contracting Parties become dissatisfied with an established tariff, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airlines shall attempt, where required, to reach an agreement. If, within the period of ninety (90) days from the day of receipt of such notification, a new tariff cannot be established in accordance with the provisions of paragraphs 2 and 3 of this Article, the procedures as set out in paragraphs 5 and 6 of this Article shall apply. In no circumstances, however, shall a Contracting Party require a different tariff from the tariff of its own designated airline for comparable services between the same points.

9 The tariffs charged by the designated airline of one Contracting Party for carriage between the territory of the other Contracting Party and the territory of a third State involving also points other than on agreed services shall be subject to the approval of the aeronautical ~~authorities of the other Contracting Party and such third~~ State; provided, however, that the aeronautical authorities of a Contracting Party shall not require a different tariff from the tariff of its own airline for comparable service between the same points. The designated airline of each Contracting Party shall file such tariffs with the aeronautical authorities of the other Contracting Party in accordance with their requirements. Approval of such tariffs may be withdrawn on not less than 15 days' notice.

ANNEX III

ROUTE SCHEDULES

Section 1

Route to be operated in both directions by the designated airline(s) of New Zealand :

Points in New Zealand via any intermediate point(s) to points in Thailand and beyond to one point in the Middle East, and beyond to London, Frankfurt and one further point in Europe to be nominated.

Section 2

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

Points in Thailand via any intermediate point(s) to points in New Zealand and beyond to two points in the South Pacific to be nominated.

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- NOTES :
- 1 Points on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights, provided that the agreed services on the route begin in the territory of the Contracting Party which has designated the airline.
 - 2 The designated airlines of both Contracting Parties may select any one or more intermediate points, on its specified routes mentioned above, at its own choice.

No. 0503/ 65238



Ministry of Foreign Affairs,
Saranrom Palace.

15 October B.E. 2535 (1992)

Excellency,

I have the honour to refer to your Note of 9 June 1992 which reads as follows :

"I have the honour to refer to the Air Services Agreement between the Government of New Zealand and the Government of the Kingdom of Thailand, done at Wellington on 5 August 1987, as amended by an Exchange of Notes on 26 October 1989, (hereinafter referred to as "the Agreement") and, following the recent air services discussions between representatives of our two Governments, to propose that, pursuant to Article 19, the Agreement be amended as follows:

1. Article 5 of the Agreement relating to Aviation Security shall be replaced by Annex I to this Note.

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3. The Route Schedule annexed to the Agreement shall be replaced by Annex III to this Note.

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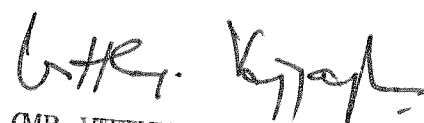
H.E. Mr. P H Gibson,
Ambassador Extraordinary and Plenipotentiary,
The New Zealand Embassy,
BANGKOK.

If the foregoing is acceptable to the Government of the Kingdom of Thailand, I have the further honour to propose that this Note, together with your reply, shall constitute an Agreement amending the Air Services Agreement between our two Governments of 5 August 1987, as amended, which shall enter into force on the date of your Note in reply.

Accept, Excellency, the assurances of my highest consideration."

I have the honour to confirm that the foregoing is acceptable to the Government of the Kingdom of Thailand and that Your Note and this reply shall constitute an Agreement amending the Air Services Agreement between our two Governments of 5 August 1987 which shall enter into force on the date of this reply.

Accept, Excellency, the assurances of my highest consideration.



(MR. VIITHYA VELAJIVA)

PERMANENT SECRETARY

ANNEX I

ARTICLE 5

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting 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.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall, in particular, act in conformity with the provisions of 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 Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and any other multilateral agreement governing aviation security binding upon both Contracting Parties.

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

4. The Contracting 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, to the extent that such security provisions are applicable to the Contracting Parties; 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. Each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aforementioned aviation security provisions. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences.

5. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and the inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding and loading.

6. Each Contracting Party shall give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

7. Each Contracting Party shall also give sympathetic consideration to a request from the other Contracting Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Contracting Party could make in the territory of the other Contracting Party their own assessment of the security measures being carried out by aircraft operators in respect of flights destined to the territory of the first Contracting Party.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party.

ANNEX II

ARTICLE 14

TARIFFS

1. The tariffs for carriage on agreed services to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, the interest of users, reasonable profit, characteristics of service (such as standards of speed and accommodation) and, when it is deemed suitable, the tariffs of other airlines for any part of the specified route.

2. The tariffs referred to in paragraph 1 of this Article shall be agreed upon, if possible, between the designated airlines of the Contracting Parties; such agreement shall be reached, whenever possible, through the international tariff coordination mechanism of the International Air Transport Association. However, a designated airline shall not be precluded from filing any proposed tariff unilaterally if circumstances so warrant. Unless otherwise determined in the application of paragraph 5 of this Article, or where a proposed tariff has been unilaterally filed, each designated airline shall be responsible only to its aeronautical authorities for the justification and reasonableness of the tariffs so proposed.

3. The aeronautical authorities of either Contracting Party may require tariffs for an agreed service to be filed for approval. Where any tariffs are required to be filed, such filings shall be made at least 60 days prior to the proposed effective date, unless the aeronautical authorities of the Contracting Party or Parties requiring the tariffs to be filed permits the filing to be made on shorter notice. Any proposed tariff shall be filed by a designated airline in such form as the aeronautical authorities of each Contracting Party may require.

4. If the aeronautical authorities of one Contracting Party, on receipt of any filing referred to in paragraph 3 of this Article, are dissatisfied with the tariff proposed, they shall so notify the aeronautical authorities of the other Contracting Party within 45 days from the date of receipt of such tariff, but in no event less than 15 days prior to the proposed effective date of such tariff. If notification of dissatisfaction is not given as provided in this paragraph, the tariff shall be deemed to be approved by the aeronautical authorities of the Contracting Party receiving the filing and shall become effective on the proposed date.

5. If a tariff cannot be established in accordance with the provisions of paragraph 2 of this Article or if during the period applicable in accordance with paragraph 4 of this Article a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall

endeavour to determine the tariff by agreement between themselves. Consultations between the aeronautical authorities shall be held in accordance with Article 17 of this Agreement.

6. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 5 of this Article, the dispute shall be settled in accordance with the provisions of Article 18 of this Agreement.

7. When tariffs have been established in accordance with the provisions of this Article, those tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

8. If the aeronautical authorities of one of the Contracting Parties become dissatisfied with an established tariff, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airlines shall attempt, where required, to reach an agreement. If, within the period of ninety (90) days from the day of receipt of such notification, a new tariff cannot be established in accordance with the provisions of paragraphs 2 and 3 of this Article, the procedures as set out in paragraphs 5 and 6 of this Article shall apply. In no circumstances, however, shall a Contracting Party require a different tariff from the tariff of its own designated airline for comparable services between the same points.

9. The tariffs charged by the designated airline of one Contracting Party for carriage between the territory of the other Contracting Party and the territory of a third State involving also points other than on agreed services shall be subject to the approval of the aeronautical authorities of the other Contracting Party and such third State; provided, however, that the aeronautical authorities of a Contracting Party shall not require a different tariff from the tariff of its own airline for comparable service between the same points. The designated airline of each Contracting Party shall file such tariffs with the aeronautical authorities of the other Contracting Party in accordance with their requirements. Approval of such tariffs may be withdrawn on not less than 15 days' notice.

ANNEX III

ROUTE SCHEDULES

Section 1

Route to be operated in both directions by the designated airline(s) of New Zealand :

Points in New Zealand via any intermediate point(s) to points in Thailand and beyond to one point in the Middle East, and beyond to London, Frankfurt and one further point in Europe to be nominated.

Section 2

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

Points in Thailand via any intermediate point(s) to points in New Zealand and beyond to two points in the South Pacific to be nominated.

- NOTES :
- 1 Points on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights, provided that the agreed services on the route begin in the territory of the Contracting Party which has designated the airline.
 - 2 The designated airlines of both Contracting Parties may select any one or more intermediate points, on its specified routes mentioned above, at its own choice.
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