



AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

AND

THE GOVERNMENT OF JAMAICA

CONCERNING

AIR SERVICES

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PREAMBLE

The Government of the Republic of South Africa and the Government of Jamaica (hereinafter jointly referred to as the “Contracting Parties” and separately as a “Contracting Party”);

BEING parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

ACKNOWLEDGING the importance of air transportation as a means of creating and preserving friendship, understanding and cooperation between the peoples of the two countries;

DESIRING to conclude an Agreement supplementary to the said Convention for the purpose of establishing air services between their respective territories;

DESIRING to promote an international aviation system based on competition among airlines in the marketplace with minimum government interference and regulation; -

DESIRING to facilitate the expansion of international air service opportunities;

RECOGNISING that efficient and competitive international air services enhance trade, the welfare of consumers and economic growth; and

DESIRING to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft which jeopardise the safety of persons or property, adversely affect the operation of air services and undermine public confidence in the safety of civil aviation.

HEREBY AGREE as follows:

ARTICLE 1

DEFINITIONS

- (1) In this Agreement, unless the context indicates otherwise:
- (a) “Aeronautical Authorities” means-
 - (i) in the case of Jamaica, the Minister responsible for civil aviation or the Jamaica Civil Aviation Authority; and
 - (ii) in the case of the Republic of South Africa, the Minister responsible for Transport and the South African Civil Aviation Authority, orin both cases, any person or agency authorised to perform the functions exercisable by those authorities;
 - (b) “agreed services” means a schedule of international air services on the routes specified in the Annex to this Agreement
 - (c) “this Agreement” includes the Annex hereto and any amendments to it or to this Agreement;
 - (d) “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Chicago Convention;
 - (e) “Chicago 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 or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;
 - (f) “designated airline” means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;
 - (g) “regular equipment” means an article, other than stores and parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;
 - (h) “spare part” means an article of a repair or replacement nature for incorporation in an aircraft;

- (i) “tariff” means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.
 - (j) “territory” in relation to a State has the meaning assigned to it in Article 2 of the Chicago Convention;
 - (k) “user charges” means a charge made to airlines by any competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities (including facilities for overflight), or related services and facilities, for aircraft, their crews, passengers and cargo.
- (2) All references to the words in singular shall be construed to include the plural and all reference to the plural shall be construed to include the singular as the context requires.

ARTICLE 2

APPLICABILITY OF THE CHICAGO CONVENTION

The provisions of this Agreement shall be subject to the provisions of the Chicago Convention, insofar as those provisions are applicable to international air services.

ARTICLE 3

GRANT OF RIGHTS

- (1) A Contracting Party shall grant to the other Contracting Party, for the purpose of conducting international air service by the designated airlines of that other Contracting Party, the following rights:
- (a) To fly without landing across its territory;
 - (b) to make stops in its territory for non-traffic purposes; and

- (c) the rights to land in its territory for the purpose of taking on board and discharging traffic in passengers, baggage, cargo and mail while operating an agreed service, or otherwise specified in this Agreement.
- (2) The airlines of each Contracting Party, other than those designated under Article 4, shall also have the rights provided for in sub-Article 3(1)(a) and (b).
- (3) Nothing in sub-Article 3(1) shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.
- (4) If, because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of one Contracting Party is unable to operate an agreed service on its specified route, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

ARTICLE 4

DESIGNATION AND AUTHORISATION OF AIRLINES

- (1) Each Contracting Party shall have the right-
 - (a) to designate as many airlines as it wishes for the purpose of operating the agreed services in accordance with this Agreement; and
 - (b) to withdraw or alter such designations.
- (2) The designation of airline(s) contemplated in sub-Article (1) shall be transmitted in writing to the other Contracting Party through the diplomatic channel.
- (3) On receipt of such a designation, and of applications from the designated airline in the form and manner prescribed for operating authorisations and technical permissions, the other Contracting Party shall, subject to the provisions of

Articles 4(3) and (4), without undue delay grant to the airline or airlines designated, the appropriate operating authorisations.

- (4) The Aeronautical Authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy the said Aeronautical Authorities that the airline is:
 - (a) qualified to fulfil the conditions prescribed under the domestic laws in force in the territory of the Aeronautical Authority and applied to the operation of international air services by those authorities; and
 - (b) in conformity with Article 8 and Article 15 of this Agreement and all other provisions of the Chicago Convention.
- (5) Each Contracting Party may refuse to grant the operating authorisations referred to in sub-Article (3) or may impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3(2) of this Agreement, in any case where the said Contracting Party is not satisfied that the airline is incorporated in the territory of the other Contracting Party and substantial ownership and effective regulatory control of the airline are in the hands of the Contracting Party designating the airline or its nationals.
- (6) When an airline has been so designated and authorised, it may begin to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

REVOCATION OR SUSPENSION OF OPERATING AUTHORISATIONS

- (1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 3 of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of said rights-

- (a) in any case where the airline fails to meet the conditions stipulated in Article 4(5) of this Agreement;
 - (b) in the case of failure by that airline to comply with the domestic laws in force in the territory of the Contracting Party granting these rights; or
 - (c) in any case where the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
- (2) The rights referred to in sub-Article (1) shall be exercised only after consultation, in accordance with Article 22 of this Agreement, with the Aeronautical Authority of the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions mentioned in sub-Article (1) is essential to prevent further infringements of laws or regulations.

ARTICLE 6

APPLICATION OF DOMESTIC LAW

- (1) The airline of one Contracting Party, while entering, staying within or leaving the territory of the other Contracting Party, shall comply with the domestic law, relating to operation and international air navigation, in force in the territory of the other Contracting Party.
- (2) While entering, staying within or leaving the territory of the Contracting Party, its domestic law in force relating to admission to or departure from its territory of passengers, crew, cargo and mail on an aircraft (including regulations relating to entry, clearance, aviation safety, 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, cargo and mail of the airlines of the other Contracting Party.
- (3) The domestic laws of a Contracting Party shall be the same as are applicable to the aircraft of its own airlines engaged in similar international air services.

ARTICLE 7
RECOGNITION OF CERTIFICATES AND LICENCES

- (1) Each Contracting Party shall recognise as valid and for the purpose of operating the agreed services, certificates of airworthiness, certificates of competency and licences issued or validated by the other Contracting Party and still in force- Provided that the requirements for such certificates or licences are at least equal to the minimum standards that may be established pursuant to the Chicago Convention.
- (2) Each Contracting Party may refuse to recognise as valid for the purpose of flights above its own territory, certificates of competency and licences granted to or validated for its own nationals by the other Contracting Party or by a third country.

ARTICLE 8
AVIATION SAFETY

- (1) A Contracting Party may request consultations, in accordance with Article 20 of this Agreement at any time concerning safety standards in any area relating to aircrews, aircraft or their operation adopted by the other Contracting Party.
- (2) If, following such consultations, a Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed upon by the Contracting Party, shall be grounds for the application of Article 5 (Revocation or Suspension of Operating Authorisations) of this Agreement.
- (3) Notwithstanding the obligations mentioned in Article 33 of the Chicago

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

- (4) If any such ramp inspection or series of ramp inspections gives rise to -
- (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Chicago Convention; or
 - (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Chicago Convention;

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

- (5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of one Contracting Party in accordance with sub-Article (3) is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in sub-Article (4) have arisen and draw the conclusions referred in that sub-Article.
- (6) Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a

series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

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

ARTICLE 9

PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

- (1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to compete in operating the agreed services.
- (2) In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.
- (3) In operating the agreed services, each Contracting Party shall allow each designated airline to determine the capacity of the international air transport it offers, which shall have as its primary objective the provision of a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passenger, baggage, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline.
- (4) Neither Contracting Party shall allow its designated airline, either in conjunction with any other airline or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route.
- (5) 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 in the exercise of its rights and entitlements set out in this Agreement.

ARTICLE 10

TARIFFS

- (1) Each Contracting Party shall allow tariffs for air services to be established at a reasonable level by each designated airline based on commercial considerations in the market place, including the cost of operation, the characteristics of the service, the interests of users, a reasonable profit and other market considerations.
- (2) A Contracting Party may require notification to or filing by or on behalf of the designated airlines with its Aeronautical Authorities of tariffs to be charged to or from its territory by airlines of the other Contracting Party. Such notification or filing by the designated airlines of both Contracting Parties may be required to be made no later than the initial offering of a price, regardless of the form, electronic or other, in which the price is offered.
- (3) Subject to Article 9(4) and the applicable competition and consumer protection laws prevailing in the territory of each Contracting Party, no Contracting Party shall take unilateral action to prevent the commencement or continuation of a tariff proposed to be charged or charged by a designated airline of the other Contracting Party in connection with the international air services provided for under this Agreement.
- (4) (a) The Aeronautical Authorities of a Contracting Party may expressly disapprove a tariff submitted by the designated airlines of the other Contracting Party, where such Aeronautical Authorities find that a tariff proposed to be charged by such airlines requires intervention in order to-
 - (i) prevent unreasonable discriminatory prices or practices;
 - (ii) protect consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position;

- (iii) protect designated airlines from prices that are artificially low due to direct or indirect subsidy or support; or
 - (iv) protect designation airlines from prices that are artificially low, where evidence exists as to an intent to eliminate competition.
 - (b) In the event of either Aeronautical Authority exercising its rights under sub-paragraph (a), the concerned Aeronautical Authority: -
 - (i) shall send notification of its dissatisfaction to the Aeronautical Authorities of the other Contracting Party, and to the designated airline(s) involved, as soon as possible, and in any event no later than thirty (30) days after the date of notification or filing of the tariff in question; and
 - (ii) may request consultations in accordance with the procedures established under sub-Article (5).
 - (c) Unless the Aeronautical Authorities of both Contracting Parties have agreed to disapprove the tariff in question in writing, the tariff shall be treated as having been approved.
- (5)
- (a) The Aeronautical Authorities of a Contracting Party may request consultations with the Aeronautical Authorities of the other Contracting Party on any tariff charged or proposed to be charged by any designated airline of the other Contracting Party for international air services to or from the territory of the first Contracting Party, including tariffs for which a notice of dissatisfaction has been given.
 - (b) These consultations contemplated in paragraph (a) shall be held no later than fifteen (15) days after receipt of the request.
 - (c) The Aeronautical Authorities of both Contracting Parties shall cooperate in securing the necessary information for a reasoned resolution of the issue.
 - (d) If an agreement is reached with respect to a tariff for which a notice of dissatisfaction has been given, the Aeronautical Authorities of each Contracting Party shall use their best efforts to put that agreement into effect. If such agreement is not reached, the tariff shall go into effect or continue in effect.

ARTICLE 11

TIMETABLE

- (1) A designated airline of a Contracting Party shall submit to the Aeronautical Authorities of the other Contracting Party for its approval, thirty (30) days in advance or such time period as may be agreed by the Contracting Parties, 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) Any subsequent changes to the approved timetables of a designated airline shall be submitted for its approval to the Aeronautical Authorities of the other Contracting Party.
- (3) If a designated airline wishes to operate flights supplementary to those covered in the approved timetable, it shall obtain the prior permission of the Aeronautical Authority of the Contracting Party concerned, which permission shall not be unreasonably withheld.

ARTICLE 12

USER CHARGES

- (1) Neither Contracting Party shall impose or permit to be imposed by its competent charging authorities on the designated airline of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services. These charges shall be based on sound economic principles.
- (2) Each Contracting Party shall encourage consultation on user charges between their competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable, through those airlines' representative organisations.
- (3) Reasonable notice of any proposals for changes in user charges referred to in this

Article, should be given to such users to enable them to express their views before changes are made.

- (4) Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 13

EXEMPTION FROM CUSTOMS DUTIES AND OTHER CHARGES

- (1) Aircraft operated in international air services by the designated airline of either Contracting Party shall be exempt from all customs duties, national excise taxes and similar national fees, on the following items:
 - (a) Items hereunder, introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party:
 - (i) repair, maintenance and servicing equipment and component parts;
 - (ii) passenger handling equipment and component parts;
 - (iii) cargo-loading equipment and component parts;
 - (iv) security equipment including component parts for incorporation into security equipment;
 - (v) instructional material and training aids; and
 - (vi) airline and operators' documents;
 - (b) Items hereunder, introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party or supplied to a designated airline of one Contracting Party in the territory of the other Contracting Party:
 - (i) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the territory of the other Contracting Party;
 - (ii) fuel, lubricants and consumable technical supplies;
 - (iii) spare parts including engines; and

- (c) computer equipment and component parts introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party to assist in one or more of the following matters:
 - (i) the repair, maintenance or servicing of aircraft;
 - (ii) the handling of passengers at the airport or on board aircraft;
 - (iii) the loading of cargo onto or the unloading of cargo from aircraft;
 - (iv) the carrying out of security checks on passengers or cargo;

Provided that in each case the items are for use on board an aircraft or within the limits of an international airport in connection with the establishment or maintenance of an international air service by the designated airline concerned.

- (2) The relief from customs duties, national excise taxes and similar national fees shall not extend to charges based on the cost of services provided to the designated airline of a Contracting Party in the territory of the other Contracting Party.
- (3) Equipment and supplies referred to in sub-Article (1) may be required to be kept under the supervision or control of the appropriate authorities.
- (4) The regular equipment, as well as spare parts, aircraft stores, supplies of fuel, lubricants (including hydraulic fluids) and other items referred to in sub-Article (1) normally retained on board an aircraft operated by a designated airline of a Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, the said items may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the laws and regulations of the latter mentioned Contracting Party.
- (5) The reliefs provided for by this Article shall also be available in situations where the designated airlines of one Contracting Party have entered into arrangements with other airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in sub-Article (1), provided such other airlines similarly enjoy such reliefs from such other Contracting Party.

ARTICLE 14

TRANSFER OF EARNINGS

- (1) Subject to its applicable domestic laws, a Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by such designated airline, convert and remit to its country, or any other country, local revenues in excess of those sums locally disbursed in connection with the carriage of passengers, baggage, mail and cargo as well as from any other activities related to air transport that may be permitted under laws and regulations of each Contracting Party. Prompt conversion and remittance shall be permitted, without restriction, at the rate of exchange applicable to current transactions in accordance with the domestic laws applicable in the respective countries governing the exchange and transactions, which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges, except those normally made by banks or other financial institutions for carrying out such conversion and remittance.
- (2) In the event that the form of payment between the Contracting Parties is governed by a special agreement, such an agreement shall apply.

ARTICLE 15

AVIATION SECURITY

- (1) The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm their mutual relationship and obligations to each other to provide for the security of civil aviation against acts of unlawful interference and, in particular their obligations under the Chicago Convention, 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, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at

Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991 and any other multilateral agreement or protocol governing civil aviation security binding upon both Contracting Parties.

- (2) The Contracting Parties shall provide, upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other acts of unlawful interference 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.
- (3) 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 on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry or 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) A Contracting Party shall-
 - (a) agree that operators of aircraft may be required to observe the aviation security provisions referred to in sub-Article(3) required by the other Contracting Party for entry into, departure from or while within, the territory of that other Contracting Party.
 - (b) 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 or loading; and

(c) give sympathetic and prompt consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

- (5) When an incident or threat of an incident of unlawful seizure of civil aircraft or other acts of unlawful interference 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 of threat.
- (6) A Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party, that is subject to an act of unlawful seizure or any other act of unlawful interference while on the ground in its territory, is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.
- (7) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the Aeronautical Authorities of the former Contracting Party may request immediate consultations with the Aeronautical Authorities of that other Contracting 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 authorisation and technical permissions of the airlines of that other Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

ARTICLE 16
PROVISION OF STATISTICS/INFORMATION

- (1) The Aeronautical Authorities of a Contracting Party shall supply, or cause its designated airline to provide, 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 airlines of the former Contracting Party.
- (2) The statements contemplated in sub-Article (1) shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 17
COMMERCIAL OPPORTUNITIES

- (1) On the basis of reciprocity, the designated airline of one Contracting Party shall be entitled, in accordance with the domestic laws relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party their own managerial, technical, operational sales and other specialist staff who are required for the provision of air services.
- (2) The designated airlines of a Contracting Party shall-
 - (a) have the right to establish offices in the territory of the other Contracting Party for the promotion of and to engage in the sale of air transportation in the area of the other Contracting Party, either directly or through agents appointed by the designated airline;
 - (b) have the right to sell and any person shall be free to purchase, such transportation in freely convertible currency, according to the foreign exchange provisions of each Contracting Party, or in local currency; and

- (c) have the right to use the services and personnel of any other organisation, company or airline operating in the territory of the other Contracting Party.
- (3) The activities referred to in this Article shall be carried out in accordance with the domestic laws and regulations in force in the territory of the relevant Contracting Party.

ARTICLE 18

COOPERATIVE ARRANGEMENTS

- (1) In operating or holding out the agreed services, the designated airline of one Contracting Party may enter into cooperative marketing arrangements such as joint venture, blocked-space or code-sharing arrangements with-
- (a) any airline of either Contracting Party;
 - (b) an airline of a third country: Provided that such third country authorizes or allows comparable arrangements between the airlines of the other Contracting Party and other airlines on services to, from and via such third country; and
 - (c) a surface transportation provider of any country, provided that all airlines in such arrangements:
 - (i) hold the appropriate authority; and
 - (ii) meet the requirements normally applied to such arrangements; and
 - (iii) must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline the purchaser is entering into a contractual relationship.
- (2) The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:
- (a) verbally and, if possible, in writing at the time of booking;

- (b) in written form, on the ticket itself or (if not possible), on the itinerary document accompanying the ticket or any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident; and
 - (c) verbally again, by the airline's ground staff at all stages of the journey.
- (3) The airlines are required to file for approval any proposed cooperative arrangement with the Aeronautical Authorities of both Contracting Parties before its proposed introduction.
- (4) Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Contracting Parties shall be permitted, without restriction, to employ in connection with international air transportation for cargo to or from any points in the territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

ARTICLE 19

GROUND HANDLING PROVISIONS

- (1) Subject to the domestic law in force in the territory of a Contracting Party, each designated airline shall have in the territory of the other Contracting Party, the right to—
 - (a) perform its own ground handling (“self-handling”); or,
 - (b) select ground handling services, among competing suppliers that provide ground handling services in whole or in part.

- (2) Where such domestic laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground-handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers. For each designated airline, the right to perform self-handling shall be subject, on a non-discriminatory basis, to physical constraints resulting from limitations of airport space and considerations of safety and security.

ARTICLE 20

CONSULTATIONS

- (1) Either Contracting Party may at any time request consultations on the implementation, interpretation, application, amendment of, or compliance with this Agreement.
- (2) Consultations, which may be through discussion or correspondence, shall begin at the earliest possible date, but not later than thirty (30) days from the date the Contracting Party receives the request unless otherwise agreed upon by the Contracting Parties.
- (3) 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 the Annex annexed hereto and shall consult when necessary to provide for modification thereof.

ARTICLE 21

SETTLEMENT OF DISPUTES

- (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, it shall be settled amicably through consultations and negotiation between the Contracting Parties.

- (2) If the Contracting Parties fail to reach a settlement of the dispute in accordance with sub-Article (1), the Contracting Parties may—
- (a) refer the dispute to such person or body as they may agree upon; or,
 - (b) at the request of a Contracting Party, submit the dispute for decision to a tribunal of three arbitrators.
- (3) In the event of sub-Article (2)(b), each Contracting Party shall appoint one arbitrator and the third arbitrator shall be jointly appointed by the two arbitrators so appointed.
- (4) The third arbitrator shall be a national of a third State and shall act as President of the tribunal.
- (5) Each Contracting Party shall appoint its arbitrator within a period of thirty (30) days from the date of receipt of a notice by either Contracting Party from the other, through the diplomatic channel, requesting arbitration of the dispute by such a tribunal and the third arbitrator, shall be appointed within a period of sixty (60) days from the appointment of the second arbitrator.
- (6) If either Contracting Party fails to appoint an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators, as the case may be: Provided that the President is not a national of either Contracting Party, in which case the Vice President of that Council may be so requested. In such a case, the arbitrator or arbitrators appointed by the said President or Vice President, as the case may be, shall not be nationals or permanent residents of the respective States of the Contracting Parties.
- (7) Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure.

- (8) At the direction of the tribunal, or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (30) days after the tribunal is fully constituted.
- (9) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. A Contracting Party may submit a reply within sixty (60) days of submission of the other Contracting Party's memorandum. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.
- (10) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after the date both replies are submitted. The decision shall be taken by a majority vote.
- (11) The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.
- (12) The costs of the arbitration and the allocation of costs to the Contracting Parties shall be determined by the tribunal.
- (13) The decision of the tribunal shall be final and binding on the Contracting Parties and the Contracting Parties shall comply with any provisional ruling and the final decision of the tribunal.

ARTICLE 22

MULTILATERAL AGREEMENT

If both Contracting Parties become Parties to a multilateral agreement that addresses matters covered by this Agreement, they shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

ARTICLE 23

AMENDMENT

- (1) This Agreement may be amended by mutual consent of the Contracting Parties, and, if necessary, after consultation in accordance with Article 20 of this Agreement, through an Exchange of Notes between the Contracting Parties through the diplomatic channel.
- (2) Notwithstanding the provisions of sub-Article(1), amendments to the Annex of this Agreement may be agreed upon in writing directly by the Aeronautical Authorities of the Contracting Parties: provided that such amendments do not insert any other substantive matters into this Agreement.
- (3) The amendments contemplated in sub-Article (2) shall be applied from the date they have been agreed upon by the Aeronautical Authorities of both Contracting Parties and shall be confirmed, as soon as possible thereafter, by the Contracting Parties through an Exchange of Notes through the diplomatic channel.

ARTICLE 24

TERMINATION OF AGREEMENT

- (1) A Contracting Party may at any time from the date of entry into force of this Agreement notify the other Contracting Party in writing through the diplomatic channels of the decision to terminate this Agreement.
- (2) A copy of the notice of termination shall be sent simultaneously to the Secretary General of the International Civil Aviation Organization.
- (3) The Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

- (4) If the other Contracting Party fails to acknowledge receipt of the notice to terminate, notice shall be deemed to have been received fourteen (14) days after the date of the receipt by the Secretary General of the International Civil Aviation Organization.

ARTICLE 25
REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION
ORGANIZATION (ICAO)

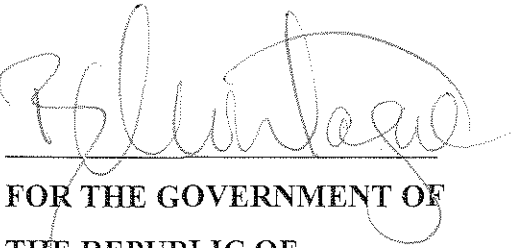
The Contracting Parties shall submit this Agreement and any subsequent amendments thereto to the International Civil Aviation Organization for registration.

ARTICLE 26
ENTRY INTO FORCE

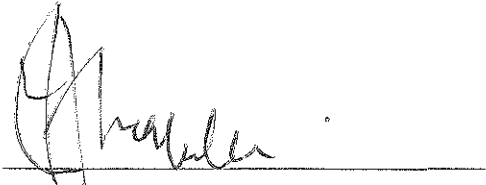
This Agreement shall enter into force on the date of the latter note upon an exchange of diplomatic notes between the Contracting Parties confirming that all the internal procedures necessary for the entry into force, and implementation of the Agreement have been completed.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Agreement in duplicate in English language, both texts being equally authentic.

DONE AT MONTREAL 27 ON THIS 27th DAY OF SEPT 20 19



FOR THE GOVERNMENT OF
THE REPUBLIC OF
SOUTH AFRICA



FOR THE GOVERNMENT OF
JAMAICA

ANNEX

ROUTE SCHEDULES

Section 1:

Routes

Routes to be operated by the Designated Airline of Jamaica.

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point in Jamaica	Any Point	Any point in South Africa	Any Point

Routes to be operated by the Designated Airline of South Africa

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point in South Africa	Any Point	Any Point in Jamaica	Any Point

Section 2

Operational Flexibility

Each designated airline of either Contracting Party may, on any or all flights and at its option:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;
3. Serve intermediate and beyond points and points in the territories of the

Contracting Parties on the routes in any combination and in any order provided that the agreed services on these routes either begins or terminates in the territory of the country designating the airline;

4. Omit stops at any point or points;
5. No 5th freedom traffic rights are permissible unless otherwise agreed to by the Contracting Parties;
6. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
7. 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 the present Agreement; provided that the service serves a point in the territory of the Contracting Party designating the airlines.

Section 3

Change of Gauge

On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in the type or number of aircraft operated; provided that, in the outbound direction, the transportation beyond such point is a continuation 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.