

AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF BARBADOS
AND
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

The Government of Barbados and the Government of the Republic of Singapore (hereinafter referred to individually as "Barbados" and "Singapore" respectively and collectively as the "Contracting Parties");

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

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;

Desiring to make it possible for airlines to offer the travelling and shipping public a variety of services options, and wishing to encourage individual airlines to develop and implement innovative and competitive prices; 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;

Have agreed as follows:

BARBADOS

This is a certified true copy of the original document signed between the Governments of Barbados and the Republic of Singapore on July 17, 2013.



Natalie Cox
 Natalie Cox (Ms.)
 Senior Foreign Service Officer
 for Permanent Secretary
 Ministry of Foreign Affairs and Foreign Trade
 October 8, 2013

ARTICLE I

Definitions

- (1) For the purpose of this Agreement, unless the context otherwise requires:
- (a) the term "aeronautical authorities" means, in the case of Barbados, the Minister responsible for Civil Aviation, and in the case of Singapore, the Minister for Transport, and the Civil Aviation Authority of Singapore; or, in both cases, their successors or any person or body who may be authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;
 - (b) the term "Agreement" means this Agreement, its Annexes and any amendments thereto;
 - (c) the term "capacity" is the amount(s) of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tonnes of cargo offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
 - (d) the term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 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, insofar as such Annexes or amendments have become effective for both Contracting Parties;
 - (e) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;
 - (f) the term "tariff" means the prices which the designated airlines charge for the public transport of passengers, baggage and cargo and the conditions under which those prices apply but excluding remuneration and conditions for carriage of mail;
 - (g) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
 - (h) the term "user charges" means a charge made to airlines by the competent authority or permitted by that authority to be made, for the provision of airport property or facilities or of air navigation facilities or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo;
 - (i) the terms "air service", "international air service", "airline", and "stop for non-traffic purposes" have the meanings assigned to them in Article 96 of the Convention;
 - (j) the term "Caribbean Community" means the Community of States established under Article 2 of the Revised Treaty of Chaguaramas establishing the Caribbean Community including the CARICOM Single Market and Economy and the term "Caribbean Community Member State" shall refer to any of the States listed in Annex III of this Agreement; and

- (k) all references to words in the singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.

ARTICLE 2

Grant of Rights

- (1) Each Contracting Party grants to the other Contracting Party, the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the Route Schedule in Annex I to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.
- (2) Subject to the provisions of this Agreement, the airline designated by each Contracting Party shall enjoy, while operating international air services, the following rights:
- (a) the right to fly across its territory without landing;
 - (b) the right to make stops in its territory for non-traffic purposes;
 - (c) the right to make stops at the point(s) on the route(s) specified in Annex I to this Agreement for the purpose of taking on board and discharging passengers, baggage, cargo and mail, separately or in combination; and
 - (d) the rights otherwise specified in this Agreement.
- (3) The airlines of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in paragraphs (2)(a) and (2)(b) of this Article.
- (4) Nothing in this Article shall be deemed to confer on the designated airlines of each Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, baggage, cargo, or mail, separately or in combination, carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.
- (5) All the rights granted in this Article by each Contracting Party shall not be assigned to any other third party.

ARTICLE 3

Designation and Authorisation

- (1) Each Contracting Party shall have the right to designate one or more airline(s) for the purpose of operating the agreed services on each of the specified routes and to withdraw or alter such designations. Such designations or withdrawals or alterations thereof as the case may be, shall be transmitted in writing to the other Contracting Party.
- (2) On receipt of such a designation, and of application from a designated airline, in the form and manner prescribed for operating authorisation and technical permission, the aeronautical authorities of the other Contracting Party shall grant the appropriate operating authorisation and technical permission with minimum procedural delay, provided that:
- (a) in the case of an airline designated by Barbados:

- (i) the airline is established in the territory of a Caribbean Community Member State and has received a valid operating licence from a Caribbean Community Member State; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the Caribbean Community Member State responsible for issuing its Air Operator Certificate and the aeronautical authority of the Caribbean Community Member State responsible for issuing its Air Operator Certificate is clearly identified in the designation; and
 - (iii) the airline has its principal place of business in the territory of the Caribbean Community Member State from which it has received the valid operating licence;
- (b) in the case of an airline designated by Singapore:
- (i) the airline has its principal place of business in Singapore; and
 - (ii) Singapore has and maintains effective regulatory control of the airline;

AND

- (c) the airline is able to satisfy the aeronautical authorities of the Contracting Party receiving the designation that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such aeronautical authorities in conformity with the Convention; and
 - (d) the Contracting Party designating the airline is in compliance with Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement.
- (3) On receipt of the operating authorisation and technical permission, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the designated airline complies with the applicable provisions of this Agreement.

ARTICLE 4

Withholding, Revocation, Suspension and Limitation of Operating Authorisations or Technical Permissions

- (1) The aeronautical authorities of each Contracting Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorisation or technical permission of a designated airline of the other Contracting Party, in any case where:
- (a) in the case of an airline designated by Barbados:
 - (i) the airline is not established in the territory of a Caribbean Community Member State or has not received an operating licence from a Caribbean Community Member State; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the Caribbean Community Member State responsible for issuing its Air Operator Certificate or the aeronautical authority of the Caribbean Community Member State responsible for issuing

its Air Operator Certificate is not clearly identified in the designation; or

- (iii) the airline does not have its principal place of business in the territory of the Caribbean Community Member State from which it has received the valid operating licence; or
- (iv) the airline is already authorised to operate under a bilateral air services agreement between Singapore and another Caribbean Community Member State other than Barbados, and it can be demonstrated that by exercising traffic rights under this Agreement on a route that includes a point in that other Caribbean Community Member State, including the operation of a service which marketed as, or otherwise constitutes, a through service, the airline would in effect be circumventing restrictions on the traffic rights imposed by the bilateral air services agreement between Singapore and that other Caribbean Community Member State; or
- (v) the airline designated holds an Air Operator Certificate issued by a Caribbean Community Member State other than Barbados and there is no bilateral air services agreement between Singapore and that Caribbean Community Member State and it can be demonstrated that the necessary traffic rights to conduct the proposed operation are not reciprocally available to the airlines designated by Singapore;

(b) in the case of an airline designated by Singapore:

- (i) the airline does not have its principal place of business in Singapore; or
- (ii) Singapore is not maintaining effective regulatory control of the airline;

or

- (c) the airline is unable to satisfy the aeronautical authorities of the Contracting Party receiving the designation that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such aeronautical authorities in conformity with the Convention; or
- (d) the Contracting Party designating the airline is not in compliance with Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement; or
- (e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate action is essential to prevent further infringement of laws or regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 8 (Aviation Safety) or Article 9 (Aviation Security) of this Agreement, the rights enumerated in paragraph (1) of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article 20 (Consultations) of this Agreement.

(3) This Article does not limit the right of each Contracting Party to withhold, revoke, suspend, limit or impose conditions on the operating authorisation or technical

permission of a designated airline of the other Contracting Party, in accordance with Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement.

ARTICLE 5

Application of Laws

- (1) The laws and regulations of each Contracting Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the designated airline of the other Contracting Party.
- (2) The laws and regulations of each Contracting Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency, and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.
- (3) Neither Contracting Party shall give preference to its own or any other airline over a designated airline of the other Contracting Party engaged in similar international air services in the application of its laws and regulations provided for in this Article.

ARTICLE 6

Direct Transit

Passengers, baggage cargo and mail in direct transit through the territory of each Contracting Party and not leaving the area of the airport reserved for such purpose shall not be subject to further examination except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 7

Recognition of Certificates and Licences

- (1) Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of each Contracting Party shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services, provided always that such certificates or licences are issued or validated, equal to, or above the minimum standards established under the Convention.
- (2) Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above or landing within its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

ARTICLE 8

Aviation Safety

- (1) Each Contracting Party may request consultations at any time concerning safety standards adopted by the other Contracting Party in any area relating to aeronautical facilities, flight crew, aircraft or the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
- (2) If, following such consultations, one 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 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, shall be grounds for the application of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations or Technical Permissions) of this Agreement.

(3) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline(s) 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 flight crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

(4) If any such ramp inspection or a 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 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 Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificates or licences in respect of that aircraft or in respect of the flight crew of that aircraft have 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 Convention.

(5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of an airline of one Contracting Party in accordance with paragraph (3) of this Article 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 paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

(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, consultations or otherwise, that immediate action is essential to the safety of an airline operation.

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

ARTICLE 9

Aviation Security

(1) Each Contracting Party may request consultations at any time concerning security standards adopted by the other Contracting Party in any area relating to aeronautical

facilities, crew, aircraft or the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

(2) 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. 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, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Montreal Supplementary 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 convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

(3) The Contracting Parties shall provide upon request all practicable 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 Organisation and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. Each Contracting Party shall require that operators of aircraft of its registry or operators of aircraft that have their principal place of business or permanent residence in its territory and the operators of airports in its territory, act in conformity with such aviation security provisions.

(5) Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph (4) of this Article and in conformity with the laws and regulations in force in the other Contracting Party as required 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 or loading. Each Contracting Party shall also act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(6) 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, to the extent practicable under the circumstances.

(7) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations or Technical Permissions) of this Agreement. When required by an emergency, or to prevent further non-compliance with the provisions of this Article, a Contracting Party may take interim action under Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations or Technical

Permissions) of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 10

User Charges

(1) Neither Contracting Party shall impose or permit to be imposed on the designated airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

(2) Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 11

Customs Duties

(1) Each Contracting Party shall on the basis of reciprocity exempt the designated airline of the other Contracting Party to the fullest extent possible under its laws, rules and regulations from customs duties, excise taxes, inspection fees, and other national duties and charges on aircraft, fuel, ground equipment, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items, such as printed air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline, intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of the other Contracting Party operating the agreed services.

(2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article:

- (a) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party provided that such items may be required to be kept under customs supervision or control;
- (b) retained on aircraft used by the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
- (c) taken on board aircraft used by the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services,

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Contracting Party.

(3) The exemptions provided for by this Article shall also be available in situations where the designated airline of one Contracting Party has entered into arrangements with another airline for the loan or transfer in the territory of the other Contracting Party of the

items specified in paragraph (1) of this Article, provided such other airline similarly enjoys such exemption from the other Contracting Party.

ARTICLE 12

Fair Competition

There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to compete in operating the agreed services on the specified routes.

ARTICLE 13

Capacity

(1) Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air services it offers. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of air services, or the aircraft type or types operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(2) Neither Contracting Party shall impose on the designated airlines of the other Contracting Party 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.

(3) A Contracting Party may require the filing of schedules, programmes for non-scheduled air services, or operational plans by the designated airlines of the other Contracting Party for approval. If a Contracting Party requires filings, it shall, where possible, minimise the administrative burdens of such filing requirements and procedures on air transport intermediaries and on designated airlines of the other Contracting Party.

ARTICLE 14

Tariffs

(1) Each Contracting Party shall allow tariffs for air services to be established by the designated airlines of both Contracting Parties based upon commercial considerations in the marketplace. The purposes of any intervention by a Contracting Party in the tariffs of the designated airline of the other Contracting Party shall be limited to the:

- (a) prevention of unreasonably discriminatory tariffs or practices;
- (b) protection of consumers from tariffs that are unreasonably high or restrictive due to an abuse of dominant position; and
- (c) protection of the designated airline of one Contracting Party from tariffs charged by the designated airline of the other Contracting Party that are artificially low due to direct or indirect governmental subsidy or support by the other Contracting Party.

(2) Each Contracting Party may require notification to or filing with its aeronautical authorities of tariffs proposed by the designated airlines of the other Contracting Party for carriage to or from its territory. Such notification or filing by the designated airlines may be required to be made not more than thirty (30) days prior to the initial offering of a tariff, regardless of the form, electronic or other in which the tariff is offered.

(3) Neither Contracting Party shall take unilateral action to prevent the inauguration of a proposed tariff or the continuation of an effective tariff of a designated airline of either Contracting Party for international air services between the territories of the Contracting Parties, or for international air services between the territories of the other Contracting Party and that of a third State, including in both cases air services on an interline basis.

(4) If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction, not later than fifteen (15) days after receipt of the notification of or filing of the tariff. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issues. If the Contracting Parties reach agreement with respect to a tariff for which notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the tariff in question shall go into effect or continue in effect.

ARTICLE 15

Remittance of Earnings

Each Contracting Party shall, subject to its currency regulations, permit the designated airlines of the other Contracting Party to convert and transmit abroad to the airlines' choice of State, on demand, all local revenues from the sale of air services and associated activities directly linked to air services in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discriminations or taxation in respect thereof at the rate of exchange applicable as of the date of the request for conversion and remittance.

ARTICLE 16

Commercial Activities

(1) Each Contracting Party shall accord the designated airlines of the other Contracting Party the right to sell and market international air services and related products in its territory, either directly or through agents or other intermediaries of the airlines' choice, including the right to establish offices, both on-line and off-line.

(2) The designated airlines of each Contracting Party shall have the right to sell air services in the currency of the other Contracting Party or, at their discretion, in freely convertible currencies of other countries, and any person shall be free to purchase such air services in currencies accepted by those designated airlines.

(3) The designated airlines of each Contracting Party shall have the right, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring into and maintain in the territory of the other Contracting Party their own managerial, technical, operational and other specialist staff who are required for the operation of international air services.

(4) The designated airlines of each Contracting Party shall have the right to pay for local expenses, including purchase of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the designated airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to the currency regulations of the other Contracting Party.

ARTICLE 17

Cooperative Arrangements

(1) In operating or holding out the agreed services on the specified routes, the designated airlines of each Contracting Party shall be permitted to enter into cooperative marketing arrangements such as blocked-space or code-share arrangements, with:

- (a) an airline or airlines of the same Contracting Party;
- (b) an airline or airlines of the other Contracting Party;
- (c) an airline or airlines of a third country; and
- (d) a surface transportation provider of any country,

provided that,

- (i) all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned; and
- (ii) in respect of any tickets sold, the airline makes it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

(2) When the designated airlines of each Contracting Party code-share as the marketing airlines, there shall be no limitation on capacity or frequency for their code-share services. There shall also be no capacity or frequency count against the entitlements of the designated airlines of that Contracting Party for their code-share services under this Agreement.

ARTICLE 18

Leasing

(1) Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement which does not comply with Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement.

(2) Subject to paragraph (1) of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this will not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 19

Intermodal Services

The designated airlines of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the designated airline, in conjunction with the international passenger and cargo air services.

ARTICLE 20

Consultations

Except as provided in Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement, either Contracting Party may, at any time, request consultations on the implementation, interpretation, application, amendment of or compliance with this Agreement. Such consultations, which may be through discussion or by writing between the aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

ARTICLE 21

Settlement of Disputes

- (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place try to settle it by consultations or through diplomatic channels.
- (2) If the Contracting Parties fail to reach a settlement by consultations or through diplomatic channels, they may agree to refer the dispute for decision to such competent and independent person or body they may agree on for mediation.
- (3) If the Contracting Parties fail to reach a settlement of the dispute by consultations, through diplomatic channels or through mediation, it may be referred by them to such person or body as they may agree on or, at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:
 - (a) within thirty (30) days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third country, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within sixty (60) days of the appointment of the second arbitrator;
 - (b) if within the time limits specified in paragraph (3)(a) of this Article, any appointment has not been made, either Contracting Party may request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President is of the same nationality of one of the Contracting Parties, the most senior Vice-President shall be requested to make the appointment. If the Vice-President is of the same nationality of one of the Contracting Parties, the Member of the Council of the International Civil Aviation Organisation next in seniority who is not of the same nationality of one of the Contracting Parties shall be requested to make the appointment.
- (4) 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. 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.

(5) 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. Each Contracting Party may submit a reply within sixty (60) days of submission of the memorandum of the other Contracting Party. 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.

(6) 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.

(7) 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.

(8) The decision of the tribunal shall be binding on the Contracting Parties.

(9) Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses incurred by the President, Vice-President or Member of the Council of the International Civil Aviation Organisation in implementing the procedures in paragraph (3) of this Article.

ARTICLE 22

Amendments

Any amendments to this Agreement agreed by the Contracting Parties shall come into effect when confirmed by an exchange of diplomatic notes.

ARTICLE 23

Multilateral Agreements

If a multilateral agreement concerning air services comes into force in respect of both Contracting Parties, any inconsistency in the obligations of the Contracting Parties under this Agreement and that other agreement shall, as between both Contracting Parties, be resolved in favour of the provision(s) that provide for the designated airline(s) the greater (a) exercise of rights, (b) aviation security or (c) aviation safety, unless otherwise agreed by the Contracting Parties or the context otherwise requires.

ARTICLE 24

Termination

Either Contracting Party may, at any time give notice in writing, through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. This Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organisation.

ARTICLE 25

Registration of Agreement

This Agreement and any amendments thereto shall be registered upon entry into force with the International Civil Aviation Organisation by Barbados.

ARTICLE 26

Entry into Force

This Agreement shall enter into force on the date of receipt of the last notification, through diplomatic channels, indicating that all the internal procedures required for the entry into force of this Agreement have been fulfilled by the Contracting Parties.

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

Done in Singapore on the 17th day of July 2013 in the English Language.

For the Government of
Barbados

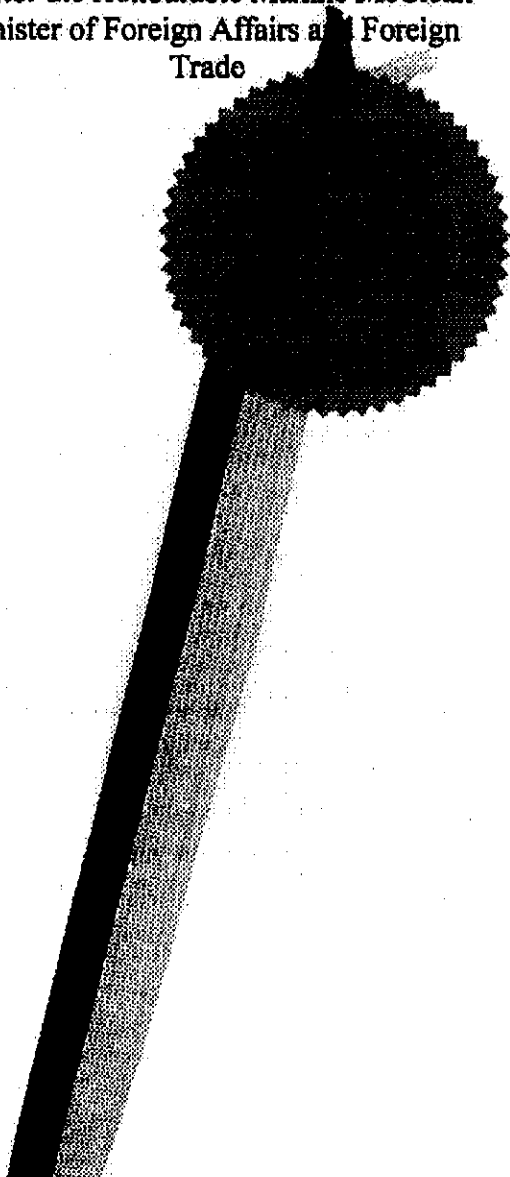
For the Government of the
Republic of Singapore

Maxine McClean

Senator the Honourable Maxine McClean
Minister of Foreign Affairs and Foreign
Trade

Lu Jock Yew

Mr Lu Jock Yew
Minister for Transport



Route Schedules**Schedule I**

Routes to be operated by the designated airlines of Barbados:

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Any points in Barbados	Any points	Any points in Singapore	Any points

and vice-versa:

Schedule II

Routes to be operated by the designated airlines of Singapore:

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Any points in Singapore	Any points	Any points in Barbados	Any points

and vice-versa:

Notes:

(1) While operating an agreed service on a specified route, each designated airline may, in addition to the rights specified in Article 2 (Grant of Rights) of this Agreement, on any or all flights and at its option:

- (a) operate flights in either or both directions;
- (b) combine different flight numbers within one aircraft operation;
- (c) serve intermediate and beyond points and points in the territories of the Contracting Parties (including co-terminal points) on the routes in any combination and in any order;
- (d) omit stops at any point or points;
- (e) transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;
- (f) serve points behind any points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services; and
- (g) make stopovers at any points whether within or outside the territories of the Contracting Parties.

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 cargo services, these flights originate in the territory of the Contracting Party designating the airline(s).

(2) The designated airline(s) of either Contracting Party shall have the right to terminate its air services in the territory of the other Contracting Party.

Non-Scheduled International Air Transportation

- (1) The provisions of this Agreement, except those dealing with traffic rights, capacity and tariffs shall be applicable also to non-scheduled flights operated by an airline of one Contracting Party into or from the territory of the other Contracting Party and to the airline operating such flights.
- (2) Each Contracting Party shall give favourable consideration on basis of comity and reciprocity, to applications for non-scheduled flights between their territories for the carriage of passengers and/or cargo in accordance with their respective laws and regulations, and approve such applications with minimal delay.

List of Caribbean Community Member States

Antigua and Barbuda

Commonwealth of the Bahamas

Barbados

Belize

Commonwealth of Dominica

Grenada

Republic of Guyana

Haiti

Jamaica

St. Kitts and Nevis

St. Lucia

St. Vincent and the Grenadines

Republic of Suriname

Republic of Trinidad and Tobago
