



**AIR SERVICES AGREEMENT  
BETWEEN  
THE GOVERNMENT OF HIS MAJESTY THE SULTAN  
AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM  
AND  
THE STATE OF KUWAIT**



The Government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam and The Government of the State of Kuwait (hereinafter called the Contracting Parties),

Desiring to foster the development of Air Services between Brunei Darussalam and the State of Kuwait and to promote in the greatest possible measure international co-operation in this field,

Desiring to apply to these services the principles and provisions of the Convention on International Civil Aviation and of the International Air Services Transit Agreement opened for signature at Chicago on the seventh day of December 1944, have agreed as follows:-



**ARTICLE 1**

**DEFINITIONS**

For the purpose of this Agreement, unless the context otherwise requires:

- (a) "The 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 these Annexes and amendments have been adopted by both Contracting Parties;
- (b) "Aeronautical authorities" means, in the case of The Government of His Majesty The Sultan and Yang Di-Pertuan of Brunei Darussalam, The Minister of Communications, in the case of The State of Kuwait, the Directorate General of Civil Aviation, or in both cases any other person or agency authorised to perform any functions exercised by the said authorities;
- (c) "Designated Airline" means an airline that one Contracting Party has designated in writing to the other Contracting Party in accordance with Article 3 of this Agreement as being an airline which is to operate the agreed air services on the routes specified in accordance with Article 2 of this Agreement;
- (d) "Territory" "Air Service" "International Air Service" and "Stop for non-traffic purposes" shall for the purpose of this Agreement, have the meaning laid down in Article 2 and 96 of the Convention ;



- (e) "Capacity" means :-
  - I) in relation to an aircraft, the payload of that aircraft available on a route or section of a route.
  - II) in relation to a specified air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route.
- (f) The term "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.
- (g) "Schedule" means the route schedule annexed to this Agreement or as amended in accordance with the provisions of paragraph (3) of Article 15 of this Agreement. The Schedule forms an integral part of this Agreement and all references to the Agreement shall include reference to the Schedule except where otherwise provided.



## ARTICLE 2

## GRANTING OF RIGHTS AND PRIVILEGES

- (1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline to establish and operate international air services on the routes specified in the appropriate section of the Schedule thereto (hereinafter called "agreed services" and "the specified routes" respectively).
- (2) Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges :
  - (a) to fly without landing across the territory of the other Contracting Party,
  - (b) to make stops in the said territory for non-traffic purposes, and
  - (c) to make stops in the said territory at the point or points specified for that route in the Schedule for the purpose of discharging and of taking on international traffic in passengers, mail and cargo.



## ARTICLE 3

## DESIGNATION AND AUTHORISATION

- (1) The agreed services on the specified routes may be started at any time, provided:
  - a) the Contracting Party to whom the rights specified in Article 2 have been granted, has designated an airline in writing, and
  - b) the Contracting Party granting these rights has authorised the designated airline to initiate the air services.
- (2) The Contracting Party granting these rights shall, subject to the provisions of paragraphs (3) and (4) of this Article, give without undue delay the said authorisation to operate the agreed services, provided that a tariff in respect of the agreed services shall have been established in accordance with the provisions of Article 13 of this Agreement.
- (3) The airline designated by either Contracting Party may be required to satisfy the other Contracting Party that it is qualified to fulfill the conditions prescribed by the laws and regulations normally and reasonably applied by this Contracting Party to the operation of international air services in conformity with the provisions of the Convention.
- (4) Each Contracting Party may withhold the exercise of the privileges provided for in Article 2 of this Agreement from an airline designated by the other Contracting Party if such airline is not able to prove upon request that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals or corporations.



**ARTICLE 4**

**REVOCAION, LIMITATION AND IMPOSITION OF CONDITIONS**

- (1) Each Contracting Party shall have the right to suspend the exercise by the designated airline of the other Contracting Party of the privileges specified in Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by that airline of those privileges where the airline fails to comply with the laws or regulations of the Contracting party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in this Agreement; provided that, unless immediate suspension or imposition of conditions is considered necessary to prevent further infringement of laws or regulations or is in the interest of aviation safety, the right shall be exercised only after consultation with the other Contracting Party.
- (2) In the event of action by one Contracting Party under this Article, the rights of both Contracting Parties shall not be prejudiced.



ARTICLE 5

AIRPORTS AND FACILITY CHARGES

The Charges imposed in the territory of either Contracting Party for the use of airports and other aviation facilities on the aircraft of the designated airline of the other Contracting Party shall not be higher than those imposed on aircraft of the National airline engaged in similar international air services.



## ARTICLE 6

## EXEMPTIONS FROM CUSTOM DUTIES AND OTHER CHARGES

- (1) Aircraft operated on international air services by the designated airline of one Contracting Party, as well as their regular equipment, spare parts, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.
- (2) Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced in the territory of each Contracting Party by or on behalf of the designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international air services shall be exempt from all national duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party, even when those supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.
- (3) The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party, who may require that those materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
- (4) Moveable properties of the designated airline of one Contracting Party, office equipment, stationery, travel documents including airline tickets, airway bills as well as publicity material and give-away items, introduced in the territory of the other Contracting Party shall be exempt from all customs duties, inspection fees and other duties or taxes.



ARTICLE 7

FINANCIAL PROVISIONS

- (1) Either Contracting Party undertakes to grant the designated airline of the other Contracting Party the right of free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved in its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline of the other Contracting Party. Whenever the payments system between the Contracting Parties is governed by a special agreement, that agreement shall apply.
- (2) The designated airline of each of the Contracting Parties shall be exempt from income tax or other similar taxes in the territory of the other Contracting Party in respect of the gains or profits accruing to it from the operation of the agreed services.
- (3) The employees of the designated airline of each Contracting Party shall be exempt from income tax or other similar taxes in the territory of the other contracting party including emoluments, allowances or other gains, profits or benefits accruing to them from their employment in that other Contracting State by the said designated airline for the purposes of the operation of the agreed services.
- (4) No exemption from income tax or other similar taxes shall operate in favour of an employee of the designated airline of either of the Contracting Parties in the territory of the other Contracting Party if he or she is a national of that other Contracting Party.
- (5) Each Contracting party shall take such actions as may be necessary in terms of its laws to enable the provisions of this Article to take effect.



ARTICLE 8

TECHNICAL AND COMMERCIAL REPRESENTATION

- (1) The designated airline of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air services.
- (2) The designated airline of each Contracting Party shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party, either directly or through agents appointed by the designated airline.



**ARTICLE 9**

**ENTRY AND CLEARANCE REGULATIONS**

- (1) The laws, rules and regulations in force at one Contracting Party relating to entry into or departure from its territory of passengers, crew or cargo of aircraft (such as regulation relating to entry, clearance, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew or cargo of the aircraft of the airline designated by the other Contracting Party while in the territory of the first Contracting Party.
- (2) Passengers in transit across the territory of a Contracting Party shall be subject to a simplified form of customs and immigration control. Baggage and freight shall be exempt from customs duties, inspection fees and other national duties and charges if in direct transit.



## ARTICLE 10

## CAPACITY PROVISIONS

- (1) There shall be fair and equal opportunity for the designated airline of each Contracting party to operate the agreed services on any specified route in accordance with Article 2 of this Agreement between their respective territories.
- (2) In the operation of the agreed services on the specified routes in accordance with Article 2 of this Agreement, the designated airline of either Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to effect unduly the air services which the latter airline operates over the whole routes or parts thereof.
- (3) The agreed services provided by a designated airline shall retain, as their primary objective, the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonable anticipated requirements for the carriage of passengers, mail and cargo, originating from or destined for the territory of the Contracting Party designating the airline. The right of the designated airline of either Contracting Party to embark or to disembark at the point in the territory of the other Contracting Party international traffic destined for or coming from third countries shall be in accordance with the principles that such traffic will be of a supplementary character and capacity shall be related to:-
  - a) traffic demands between the territory of the Contracting party designating the airline and the points on the specified routes;
  - b) traffic requirements of the areas through which the airline passes, after taking account of other air services operated by the airlines of the States comprising the area, and
  - c) the requirements of through airline operation.



ARTICLE 11

APPROVAL OF FLIGHT SCHEDULES

- (1) The designated airlines shall communicate to the Aeronautical Authorities of the Contracting Parties not later than thirty days prior to the initiation of the agreed services on the specified routes in accordance with Article 2 of this Agreement, the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes as well as before each summer and winter schedule.
- (2) The Aeronautical Authorities receiving such flight schedules shall normally approve the schedules or suggest modifications thereto. In any case the designated airlines shall not commence their services before the schedules are approved by the Aeronautical Authorities concerned. This provision shall likewise apply to later changes.



ARTICLE 12

INFORMATION AND STATISTICS

The Aeronautical Authorities of either Contracting Party shall furnish to the Aeronautical Authorities of the other Contracting Party at their request such periodic or other statistical data as may be reasonably required for the purpose of reviewing the capacity provided by the designated airline of the first Contracting Party on the specified routes in accordance with Article 2 of this Agreement. Such data shall include all information required to determine the amount of traffic carried.



## ARTICLE 13

## ESTABLISHMENT OF TARIFFS

- (1) The tariffs of any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation; reasonable profit, characteristics of service on the variable routes (such as standards of speed and accommodation) and the tariff of other airlines for any part of the specified route, these tariffs shall be fixed in accordance with the following provisions of this Article.
- (2) The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned in consultation when necessary with other airlines operating over the whole or part of that route, and such agreement shall, whenever possible, be reached through the rate-fixing machinery of the International Air Transport Association (IATA). The tariffs so agreed shall be subject to the approval of the Aeronautical Authorities at least 90 days prior to the proposed date of introduction of these tariffs. This period can be reduced in special cases by agreement with the Aeronautical Authorities concerned.
- (3) If the designated airline cannot agree on any of these tariffs or if for some reason a tariff cannot be agreed in accordance with the provisions of paragraph (2) of this Article, the Aeronautical Authorities of the Contracting parties shall try to determine the tariff by agreement between themselves.
- (4) If the Aeronautical Authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3), the matter shall be referred to the Contracting Parties for settlement in accordance with the provisions of Article 15 of this Agreement.
- (5) Pending determination of the tariffs in accordance with the provisions of this Article, the tariffs already in force shall prevail. Nevertheless a tariff shall not be prolonged by virtue of this paragraph for more than 12 months after the date on which it otherwise would have expired.



## ARTICLE 14

## AVIATION SECURITY

- (1) The Contracting Parties reaffirm, consistent with their rights and obligations under international law, that their obligation to each other to protect the security of civil aviation against acts of unlawful interference form 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, 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 convention on aviation security to which the Contracting Parties shall become party.
- (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 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.
- (3) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security Standards and, so far as they are applied by them the Recommended Practices established by the International Civil Aviation Organization and designated as Annexes to the Chicago Convention; and shall require that operators of aircraft of their registry, operators 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. In this paragraph the reference to aviation security standards includes any difference notified by the Contracting Party concerned.



- (4) Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet the increase in the threat. Each Contracting Party agrees that its airlines may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party for entrance into, departure from, or while within, the territory of that other Contracting Party. 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.
- (5) 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 as rapidly as possible commensurate with minimum risk to life such incident or threat.
- (6) 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. These consultations will be aimed to reach an agreement upon the measures suitable to eliminate the more immediate reasons of worry and to adopt in the framework of the ICAO security standards, the actions necessary to establish the appropriate conditions of security.
- (7) Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.



ARTICLE 15

CONSULTATIONS AND MODIFICATIONS

- (1) Exchange of views shall take place as needed between the Aeronautical Authorities of the Contracting Parties in order to achieve, closer cooperation and agreement in all matters pertaining to the application of this Agreement.
- (2) Each Contracting Party may at any time request consultations with the other Contracting Party for the purpose of amending this Agreement or the Schedule. Such consultations shall begin with a period of 60 days from the date of receipt of such request. Any amendment to this Agreement agreed to as a result of such consultations shall be approved by each Contracting Party in accordance with its constitutional procedures and shall enter into force on the date of exchange of diplomatic notes indicating such approval, though it may be agreed to apply the amendment agreed to provisionally from the date of agreement.
- (3) If the amendment relates only to the Schedule, the consultations shall be between the Aeronautical Authorities of both Contracting Parties. When these authorities agree on a new or revised Schedule, the agreed amendments shall come into force as soon as they have been confirmed by an exchange of diplomatic notes.



## ARTICLE 16

## 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 endeavour to settle it by negotiation between themselves.
- (2) If the Contracting Parties fail to reach within 60 days a settlement by negotiation they shall refer the dispute for decision to a person or body or at the request of one of the Contracting Parties to an arbitration tribunal. The arbitration tribunal shall be composed as follows:-
  - a) Each Contracting party shall nominated an arbitrator; if one Contracting Party fails to nominate his arbitrator within 60 days, such arbitrator shall be nominated by the President of the Council of the International Civil Aviation Organisation at the request of the other Contracting Party.
  - b) The third arbitrator, who shall be national of a third state and who shall preside the arbitral tribunal, shall be nominated either,
    1. by agreement between the Contracting Parties; or
    2. if within 60 days the Contracting Parties do not so agree, by appointment of the President of the Council of the International Civil Aviation Organization by the request of either Contracting Party.
- (3) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of his own member as well as of his representation in the arbitral proceedings; the cost of the Chairman and any other cost shall be borne in equal parts by the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.



## ARTICLE 17

## CONFORMITY WITH MULTILATERAL CONVENTIONS

In the event of a general multilateral air transport convention accepted by the Contracting Parties entering into force, the provisions of such convention shall prevail. Any discussions with a view to determining the extent to which this Agreement is terminated, superseded, amended or supplemented by the provisions of the multilateral convention, shall take place in accordance with paragraph (2) of Article 15 of this Agreement.



## ARTICLE 18

## TERMINATION

Either Contracting Party may at any time notify the other Contracting Party in writing through diplomatic channels of his decisions to terminate this Agreement. A copy of the notice shall be sent simultaneously to the Secretary General of the International Civil Aviation Organisation. If such notice is given, this Agreement shall terminate twelve months after the date of receipt by the other Contracting party of the notice to terminate, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiry of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen days after the date of receipt by the Secretary General of the International Civil Aviation Organisation of his copy.



ARTICLE 19

REGISTRATION

This Agreement, the Schedule and any amendment thereto shall be registered with the International Civil Aviation Organisation.



ARTICLE 20

TITLES

Titles are inserted in this Agreement at the head of each article for the purpose of reference and convenience and in no way to define, limit or describe the scope of intent of this Agreement.



**ARTICLE 21**

**ENTRY INTO FORCE**

This Agreement shall be subject to the ratification of each Contracting Party in accordance with its constitutional procedures and the Agreement shall come into force provisionally from the date of signature and finally after the exchange of instruments of ratification.

**IN WITNESS WHERE OF**, the undersigned, being duly authorised by their respective Governments, have signed in Kuwait at this day the eleventh of Jamada II, 1415 H. corresponding to the fourteenth of November 1994,

This Agreement, done in six (6) originals, two (2) each in the Arabic, the Malay and the English Languages ; all texts being equally authentic. The English text shall prevail in the event of any discrepancy in interpretation of the two other texts.

**For The Government  
of His Majesty The Sultan  
and Yang Di-Pertuan of Brunei  
Darussalam**

**The Minister of Communications**

**Dato Haji Zakaria Sulaiman**

**For The Government  
of  
The State of Kuwait**

**The Minister of Communications  
and the Minister of Electricity  
& Water**

**Jassem Mohammed AL Aon**



ANNEX  
ROUTE SCHEDULE

SECTION I

Routes to be operated by the airline designated by Brunei Darussalam in both directions:

Column 1	Column 2	Column 3	Column 4
Points in Departure in Brunei Darussalam:	Intermediate Points:	Points in the State of Kuwait:	Points Beyond:
Bandar Seri Begawan	two points	Kuwait	two points

SECTION II

Routes to be operated by the airline designated by the State of Kuwait in both directions:

Column 1	Column 2	Column 3	Column 4
Points of Departure in the State of Kuwait:	Intermediate Points:	Points in Brunei Darussalam:	Points Beyond:
Points in the State of Kuwait	two points	Bandar Seri Begawan	two points



NOTE:

1. The designated airline of each Contracting Party may, on any or all flights, omit calling at any point in Columns 2 and 4, provided that the agreed services on the route begin at a point in the territory of the Contracting Party.
2. The designated airline of each Contracting Party may operate through or to points beyond not entitled for in the specified route, provided that no traffic rights shall be exercised between these points and the territory of the other Contracting Party.
3. The intermediate points and the points beyond shall be specified before the operations upon presentation of seasonal schedules.