

**AIR SERVICES AGREEMENT BETWEEN THE  
GOVERNMENT OF THE REPUBLIC OF THE FIJI  
ISLANDS AND THE GOVERNMENT OF THE COOK ISLANDS**

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**The Government of the Republic of the Fiji Islands and the  
Government of the Cook Islands;**

**Being parties to the Convention on International Civil Aviation  
opened for signature at Chicago on the seventh day of December, 1944;**

**Desiring to conclude a new Agreement, supplementary to the said  
Convention, for the purpose of establishing air services between and  
beyond their respective territories, have agreed as follows :**



Certified true and correct copy of the  
seen original document.

My commission is perpetual.

WITNESS my hand and official seal.

  
Fronzuanze Tiseli  
Notary Public

27<sup>th</sup> November 2025 \*

Address: Avarua, Rarotonga, Cook Islands  
Phone: +682 53833  
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**ARTICLE 1**

**Definitions**

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

- a) the term "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 those Annexes and amendments have become effective for or been ratified by both Contracting Parties;
- b) the term "aeronautical authorities" means, in the case of Fiji, the Minister for the time being responsible for civil aviation and any person or body authorised to perform any function at present exercisable by him or similar functions; and, in the case of Cook Islands the Minister for the time being responsible for Civil Aviation and any person or body authorised to perform any function at present exercisable by the said Minister or similar functions;
- c) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;
- d) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- e) the terms "air service", "International air service", "airline" and "stop for non-traffic purpose" have the meanings respectively assigned to them in Article 96 of the Convention,
- f) the term "this Agreement" includes the Annex hereto and any amendments to it or to this Agreement,
- g) the term "user charges" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities of air navigation facilities, including related services and facilities, for aircraft, their crews, passengers and cargo.

3.

ARTICLE 2

Chicago Convention and other Conventions

The provisions of this Agreement shall be subject to provisions of the Convention and to the provisions of any other multilateral convention that is binding on both Contracting Parties insofar as those provisions are applicable to international air services.

**ARTICLE 3**

**Grant of Rights**

- (1) Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services:
  - (a) the right to fly across its territory without landing;
  - (b) the right to make stops in its territory for non-traffic purposes.
  
- (2) Subject to the provisions of this Agreement each Contracting Party grants to the airline designated by 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 appropriate section of the schedule annexed to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route the airline designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article the right to make stops in the territory of the other Contracting Party at the point specified for that route in the Schedule to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail, separately or in combination.
  
- (3) Nothing in paragraph (2) of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo including mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

**ARTICLE 4**

**Designation of and Authorisation of Airlines**

- (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified route and to withdraw or alter such designations.
- (2) On receipt of such a designation the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airlines designated the appropriate operating authorisations.
- (3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Chicago Convention.
- (4) Each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph (2) of this Article, or to 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 substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.
- (5) 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**

**Withdrawal or limitation of rights**

- (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 those rights -
- a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of that Contracting Party;
- or
- b) in the case of failure by that airline to comply with the laws or regulations 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) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such rights shall be exercised only after consultation with the other Contracting Party.

**ARTICLE 6****Exemption from Customs Duties and Other Charges**

- (1) Aircraft operated on international air services by the designated airline or airlines of either Contracting Party, as well as the regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft, and other items intended for use solely in connection with the operation or servicing of such aircraft, shall be exempt from all customs duties, excise taxes, inspection fees, and similar duties or charges on arriving in the territory of the other Contracting Party, on the following conditions :-
- (i) that such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory, or
  - (ii) that such equipment and supplies may be unloaded, subject to compliance with the customs regulations of that territory, in which case they may be placed under the control of the customs authorities up to such time as they are re-exported or otherwise disposed of in accordance with those regulations.
- (2) Each Contracting Party shall also exempt from the same duties fees and charges, with the exception of charges corresponding to the service performed, the following items, whether or not they have been imported into its territory:-
- a) aircraft stores and other items intended for use solely in connection with the operation or servicing of aircraft, taken on board in its territory, within limits fixed by its authorities and for use on board an aircraft of a designated airline of the other Contracting Party engaged in an international air service;

- b) fuel and lubricants supplied in its territory to an aircraft of a designated airline of the other Contracting Party engaged in an international air service, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;
- c) spare parts intended for the maintenance or repair of aircraft of a designated airline of the other Contracting Party engaged in an international air service;
- d) equipment (including specialised ground equipment), intended for incorporation in or use of aircraft of a designated airline of the other Contracting Party engaged on an international air service, or for use solely in connection with the operation of servicing of such aircraft.

The items referred to in these paragraphs may be required to be kept under customs supervision or control.

- (3) Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a simplified control. Such baggage and cargo in direct transit shall be exempt from the duties, taxes, fees and charges mentioned in paragraph (1) with the exemption of charges corresponding to the service performed.
- (4) Each Contracting Party shall, on a reciprocal basis, grant relief from income tax, turnover tax or similar indirect taxes on goods and services supplied to any airline designated by the other Contracting Party and used for the purposes of its business. The tax relief may take the form of an exemption or a refund.

9.

**ARTICLE 7**

**Transfer of Earnings**

Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of the airline's expenditure therein. Such transfers shall be effected on the basis of the foreign exchange market rates for current payments prevailing at the date of transfer.

ARTICLE 8

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 that their 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 Conventions, 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 in Montreal on 23 September 1971 and the Protocol for Suppressions of Unlawful Acts of Violence at Airports Serving International Civil Aviation signed at Montreal on 24 February 1988) form an integral part of this Agreement.
- (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 Organisation and designated as Annexes at the Chicago Convention; and shall require that operators of aircraft of their registry, operators who have 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. Each Contracting Party shall give advance information to other of its intention to notify any difference.

- (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 increases 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 or 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.

**ARTICLE 9**

**Validity of Certificates of Airworthiness etc.**

- (1) Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall, during the period of their validity be recognised as valid by the other Contracting Party.
  
- (2) Each Contracting Party reserves its rights, however, not to recognise as valid, for the purpose of flights in its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

**ARTICLE 10**

**Principles Governing Operation of Agreed Services**

- (1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.
- (2) In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the 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) The agreed services provided by the designated airline of each Contracting Party shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to :
  - a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
  - b) traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
  - c) the requirements of through airline operation.
- (4) The capacity that may be provided in accordance with this Article by the designated airline(s) of Each Contracting Party on an agreed service shall be such as is agreed between the aeronautical authorities of the Contracting Parties before the commencement of the agreed service and from time to time thereafter.

ARTICLE 11

Tariffs

- (1) For the purpose of the following paragraphs the term "tariff" means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including rates and conditions for agency commissions and other auxiliary services excluding remuneration and conditions for the carriage of mail; and the term "IATA" means the International Air Transport Association.
  - (2) Tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at a reasonable level, due regard being paid to all relevant factors, including cost of operations, reasonable profit, characteristics of services (such as standards of speed and accommodation), and the tariffs of other airlines. Such tariffs shall, if possible be agreed in respect of the specified routes between the designated airlines concerned in consultation with other airlines operating over the whole or part of that route, and such agreement shall, where possible, be reached through the rate-fixing machinery of IATA. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.
  - (3) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed upon 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 any tariff submitted to them under paragraph (2) of this Article, or on the determination of any tariff under paragraph (3) of this Article, the dispute shall be settled in accordance with the provisions of Article 14 of this Agreement.
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- (5) A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established.

**ARTICLE 12**

**Provision of Statistics**

The aeronautical authorities of a Contracting Party shall supply to the Aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by the airline on the agreed services and the origins and destinations of such traffic.

**ARTICLE 13**

**Consultation**

- (1) In a spirit of close co-operation, 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 annexed schedule and shall consult when necessary to provide for modifications thereof.
  
- (2) Either Contracting Party may request consultations in pursuance of the preceding paragraph. Such consultations shall begin within a period of sixty(60) days of the date of receipt of the request, unless both Contracting Parties agree an extension of this period. The request for consultation shall be in writing.

**ARTICLE 14****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.
- (2) If the Contracting Parties shall fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the day of receipt by either Contracting Party from the other of a notice through diplomatic channels 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 arbitrator last nominated. If either of the Contracting Parties fails to nominate 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 Organisation may at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires. In such cases the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal. The parties shall agree on the venue failing which the arbitrator or the President of the Arbitral Tribunal shall decide.
- (3) The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.
- (4) If and so long as either Contracting Party or a designated airline fails to comply with a decision given by the arbitrator or arbitral tribunal, the Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement, to the Contracting Party in default or the designated airline in default.
- (5) Each Contracting Party shall bear the expenses of the Arbitrator nominated by it. All other expenses of the arbitral tribunal, including the fees and expenses of the third arbitrator, shall be shared equally by the Contracting Parties.

**ARTICLE 15**

**Amendment**

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement including the annexed schedule, such modification, if agreed between the Contracting Parties and if necessary after consultation in accordance with Article 13 of this Agreement, shall come into effect when confirmed by an exchange of Notes, through the diplomatic channel.

**ARTICLE 16**

**Termination**

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case 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. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.

**ARTICLE 17**

**Registration and Entry into Force**

The present Agreement and any Exchange of Notes in accordance with Article 15 shall be registered with the International Civil Aviation Organisation.

The present Agreement shall come into force on the date of signature.

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

Done this 26<sup>th</sup> Day of Feb at Nadi, Fiji in duplicates in the English language.

*Signed*

*26 Feb 1999*

For the Government of the  
Republic of the Fiji Islands



.....  
**DAVID S PICKERING, CBE  
MINISTER FOR TOURISM &  
TRANSPORT**



.....  
**TUPOU ALFRED FAIREKA  
MINISTER OF  
CIVIL AVIATION**



## ROUTE ANNEX

### Section 1

Routes to be operated in both directions by the designated airline of Fiji.

1.	<u>From</u>	<u>Intermediate Point</u>	<u>To</u>	<u>Point Beyond</u>
	Nadi	Auckland	Rarotonga	*One point in the South Pacific Islands. *One point in the United States of America.

### Section 2

Routes to be operated in both direction by the designated airline of Cook Islands.

1.	<u>From</u>	<u>Intermediate Points</u>	<u>To</u>	<u>Point Beyond</u>
	Rarotonga	*Auckland *Tonga *Apia *Niue	Nadi	*One point to be nominated later, except Sydney, which can only be operated by way of code share with Fiji's designated airline.

### Note :

Any of the points on the specified route in Section 1 and 2 of this Route Annex may at the option of the respective designated airline be omitted on any or all flights, provided that these flights originate and terminate in the territory of the Contracting party designating the airline.