

BILATERAL AIR SERVICES

AGREEMENT

BETWEEN

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

AND

**THE GOVERNMENT OF THE
HELLENIC REPUBLIC**

Gesenthoesde wate atakrt van die
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 Departement van Verkeer
 Datum: 2009/12

The Government of the Republic of South Africa and the Government of the Hellenic Republic (hereinafter jointly referred to as the "Contracting Parties" or in the singular as "Contracting Party") -

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

ACKNOWLEDGING the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of their respective territories;

WISHING to contribute to the progress of international civil aviation;

DESIRING to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories:

HEREBY AGREE as follows:

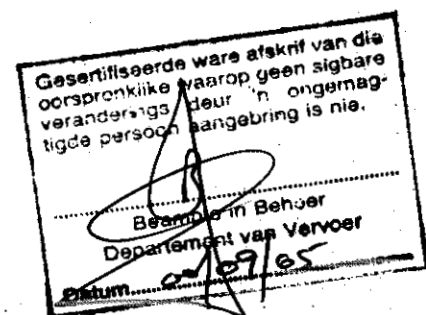
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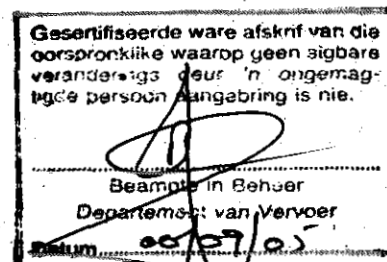
ARTICLE 1 DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise indicates -
- (i) "aeronautical authorities" means, in the case of the Republic of South Africa, the Minister responsible for civil aviation and, in the case of the Hellenic Republic the Governor of the Civil Aviation Authority, or in either case any person or body authorised to perform any particular function provided for in this Agreement;
 - (ii) "agreed services" means scheduled international air services on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail in accordance with agreed capacity entitlements;
 - (iii) "Agreement" means this Agreement, the Annex thereto and any amendments to the Agreement or to the Annex;
 - (iv) "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention;
 - (v) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes -
 - (a) any Annex or any amendment thereto adopted in terms of Article 90 of the Convention, insofar as such Annex or amendment is in terms of applicable national laws and regulations binding on the Contracting Parties; and



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- (b) any amendment which has entered into force in terms of Article 94(a) of the Convention and has been ratified by the Contracting Parties in terms of applicable national laws and regulations;
- (vi) "designated airline" means one airline designated and authorised in accordance with Article 3 of this Agreement;
- (vii) "regular equipment" means articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;
- (viii) "spare parts" means articles of a repair or replacement nature for incorporation in an aircraft, including engines;
- (ix) "specified route" means a route specified in the Annex to this Agreement;
- (x) "tariff" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions of agency and other auxiliary services, but excluding remuneration and conditions for carriage of mail;
- (xi) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention; and
- (xii) "user charges" means charges made to airlines for the provision for aircraft, their crews and passengers of airport and air navigation facilities, including related services and facilities.



ARTICLE 2 GRANT OF RIGHTS

1. Each Contracting Party shall grant to the other Contracting Party the rights provided for in this Agreement to enable its designated airline to establish and operate international air services on the routes specified in the Annex.

2. Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall have the right-
 - (a) to fly across the territory of the other Contracting Party without landing;
 - (b) to make stops in that territory for non-traffic purposes; and
 - (c) to land in the territory of the other Contracting Party for the purpose of taking on board and discharging traffic in passengers, baggage, cargo and mail while operating an agreed service.

3. The airlines of each Contracting Party, other than those designated in terms of Article 3, shall also have the rights provided for in paragraphs (a) and (b) of sub-Article (2).

4. Nothing in sub-Article (2) shall be deemed to confer on the designated airline of one Contracting Party the right of taking on board in the territory of the other Contracting Party, passengers, baggage, cargo and mail, carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

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because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airline of one

Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of such routes, including the temporary granting of alternative rights, as mutually decided by the Contracting Parties.

ARTICLE 3 DESIGNATION AND AUTHORISATION

1. Each Contracting Party shall have the right to designate in writing, through the diplomatic channel, to the other Contracting Party one airline to operate the agreed services on the specified routes and to revoke or alter, in writing, through the diplomatic channel, any designation of an airline.

2. The agreed services may begin at any time, in whole or in part, but not before-
 - (a) the Contracting Party to whom the rights have been granted shall have designated pursuant to sub-Article (1) an airline for the specified route;

 - (b) the Contracting Party granting the rights shall have given, with the least possible delay and subject to the provisions of Article 4 (Revocation and Limitation of Authorisation), the appropriate operating authorisation to the airline concerned;

 - (c) a tariff established in accordance with the provisions of Article 11 (Tariffs) is in force: and

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- (d) a timetable has been filed in accordance with the provisions of Article 12 (Timetable) which has not been disapproved.
3. For the purpose of granting the appropriate operating authorisation provided for in sub-article (2), the aeronautical authorities of one Contracting Party may require the designated airline of the other Contracting Party to satisfy that authority that the airline concerned is qualified to fulfil the conditions prescribed in terms of the laws and the regulations normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

ARTICLE 4

REVOCATION AND LIMITATION OF AUTHORISATION

1. Each Contracting Party shall, with respect to a designated airline of the other Contracting Party, have the right to withhold the authorisation referred to in Article 3 (Designation and Authorisation), to revoke or suspend such authorisation or impose conditions, temporarily or permanently at any time -
- (a) in the event of failure by such airline to qualify in terms of or to comply with the laws and regulations normally applied by the aeronautical authorities of that Contracting Party in conformity with the Convention;
- (b) in the event that the said Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals; or

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(c) in the event that such airline fails to operate in accordance with the conditions prescribed in this Agreement.

2. Unless immediate action is essential to prevent further infringement of the provisions of paragraphs (a), (b) or (c) of sub-Article (1), the rights referred to in that sub-Article shall be exercised only after consultations with the other Contracting Party, in accordance with Article 17 (Consultations).

ARTICLE 5
AVIATION SAFETY

1. Each Contracting Party may request consultations concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards which may be established pursuant to the Convention, the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within reasonable time, and in any case within fifteen (15) days, shall be grounds for the application of Article 4 (Revocation and Limitation of Authorization) of this Agreement.

2. When immediate action is essential to the safety of airline operation, and having regard to the provisions of sub-Article (1), Contracting Party may take action under Article 4 (Revocation and Limitation of Authorization) of this Agreement prior to consultations.

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3. Any action by one Contracting Party in accordance with sub-Articles (1) and (2) above, shall be discontinued upon compliance by the other Contracting Party with the safety provisions of this Article.

ARTICLE 6

APPLICATION OF LAWS, REGULATIONS AND PROCEDURES

1. The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in, or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft, shall be applied to the aircraft of the designated airline of the other Contracting Party upon its entry into, departure from and while within the territory of the first Contracting Party.
2. The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in and departure from its territory of passengers, baggage, crew, cargo or mail of aircraft (including laws and regulations relating to entry, clearance, aviation security, immigration, passports, customs, quarantine and sanitary measures, or in the case of mail, postal laws and regulations) shall be complied with by or on behalf of such passengers, baggage, crew, cargo or mail of the designated airline of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.
3. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a simplified control.

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1. Neither Contracting Party may grant any preference to its own or any other airline over the designated airline of the other Contracting Party in the application of the laws and regulations referred to in this Article.

ARTICLE 7

RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued, or rendered valid by one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the minimum standards established in terms of the Convention. Each Contracting Party reserves the right to refuse to recognise, for the purpose of flights undertaken pursuant to rights granted in terms of sub-article (2) of Article 2 (Grant of Rights), certificates of competency and licences granted to its own nationals by another State.
2. If the privileges or conditions of the licences or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established in terms of the Convention, whether or not that difference has been filed with the International Civil Aviation Organisation, the other Contracting Party may, without prejudice to the rights of the first Contracting Party, request consultations in accordance with Article 17 (Consultations) with the first Contracting Party with a view to satisfying itself that the practice in question is acceptable to it.

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ARTICLE 8

CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operated on agreed services by a designated airline of one Contracting Party, as well as their regular equipment, supplies of fuel, lubricants (including hydraulic fluids), consumable technical supplies, spare parts (including engines), aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight) and other items intended for or used solely in connection with the aviation operation or servicing, which are on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from customs duties, excise duties and charges, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported or consumed during flight over that territory on the agreed service.

2. There shall also be exempt from the same national or local duties, fees and charges, with the exception of charges based on the cost of the service provided in respect of -
 - (a) aircraft stores taken on board in the territory of one Contracting Party, within limits as may be fixed by the appropriate authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by the designated airline of the other Contracting Party;

 - b) spare parts (including engines) and regular equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft operating agreed services by the designated airline of the other Contracting Party;

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(c) fuels and lubricants (including hydraulic fluids) destined for the designated airline of one Contracting Party to supply aircraft operating agreed services, even when these supplies are to be used on any part of a journey performed over the territory of the other Contracting Party in which they have been taken on board: and

(d) baggage and cargo in direct transit.

3. The items referred to in paragraphs (a), (b), (c) and (d) of sub-Article (2), may be required to be kept under customs supervision or control.
4. The regular equipment, as well as spare parts (including engines), aircraft stores, supplies of fuel, lubricants (including hydraulic fluids) and other items referred to in sub-article (1) normally retained on board an aircraft operated by the designated airline of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the customs laws and procedures of that Contracting Party.
5. The exemptions provided for in this Article shall be available in situations where a designated airline of either Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items referred to in sub-Articles (1) and (2): Provided such other airline or airlines similarly enjoy such exemptions from the other Contracting Party.

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ARTICLE 9

PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

1. The designated airline of each Contracting Party shall be allowed fair and equitable treatment in order that it may enjoy equal opportunity in the operation of the agreed service. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party in the exercise of its rights and entitlements provided for in this Agreement.
2. In operating the agreed services the designated airline of each Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.
3. The capacity to be provided by the designated airline of each Contracting Party shall bear a close relationship to the requirements of the public for transportation on the agreed routes and shall have as its primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, baggage, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline.
4. The capacity which may be provided in accordance with this Article by the designated airline of each Contracting Party on the agreed services shall be such as is decided between the aeronautical authorities of the Contracting Parties before the commencement by the designated airline concerned of the agreed services and thereafter according to anticipated traffic requirements.

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ARTICLE 10

COMMERCIAL ACTIVITIES

1. A designated airline of one Contracting Party shall, on a reciprocal basis, be allowed to establish in the territory of the other Contracting Party offices for the promotion and sale of air transportation services.
2. A designated airline of one Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation. These staff requirements may, at the option of a designated airline, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party, authorised by that Contracting Party to perform such services to other carriers in its territory.
3. Each Contracting Party shall grant to a designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each designated airline shall have the right to sell such transportation and any person shall be free to purchase such transportation in any currency.
4. The designated airline of one Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency, or provided this accords with local currency regulations, in freely convertible currencies.
5. The activities referred to in sub-Articles (1), (2), (3) and (4) shall be carried out in accordance with the laws and regulations of the other Contracting Party.

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ARTICLE 11

TARIFFS

1. The tariffs to be charged by any designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines.
2. The tariffs contemplated in sub-Article (1) shall, if possible, be agreed to by the relevant designated airlines of the Contracting Parties and such agreement shall, whenever possible, be reached by the use of the procedures of the International Air Transport Association for the determination of tariffs, or by the use of such other procedures for the establishment of such tariffs as may be agreed to by both Contracting Parties.
3. The aeronautical authorities of the Contracting Parties shall, with a view to preserving and enhancing competition, apply the following provisions for the approval of tariffs to be charged by the designated airlines of either Contracting Party for carriage between a point in the territory of the one Contracting Party and a point in the territory of the other Contracting Party:
 - a) A proposed tariff to be charged for carriage between the two countries shall be filed by or on behalf of the designated airline concerned with both aeronautical authorities at least fifteen (15) days, or such shorter period as both aeronautical authorities may mutually decide, before the proposed date of its introduction.
 - b) Subject to paragraphs (c) and (d), any tariff shall be treated as having been approved unless within fifteen (15) days of the tariff being filed, or such shorter period as the aeronautical authorities of

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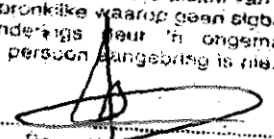
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both Contracting Parties may mutually decide, the aeronautical authorities of both Contracting Parties have informed each other in writing that they do not approve the proposed tariff or consultations have been requested pursuant to paragraph (c).

- c) If the aeronautical authorities of either Contracting Party consider that a proposed tariff filed with them by a designated airline of the other Contracting Party is or may be excessive, or that the charging of the proposed tariff might be anti-competitive and cause substantial damage to the other designated airline they may, within fifteen (15) days of the proposed tariff being filed, request consultations with the aeronautical authorities of the other Contracting Party. Such consultation, which may be through correspondence, shall be completed within fifteen (15) days of being requested and the tariff shall take effect at the end of that period unless the aeronautical authorities of both Contracting Parties decide otherwise.
- d) A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Nevertheless, the use of an existing tariff shall not be prolonged by virtue of this sub-Article for more than twelve (12) months after the date on which it otherwise would have expired.
- e) The designated airlines of both Contracting Parties may not offer or advertise tariffs different from those which have been established in accordance with the provisions of this Article.

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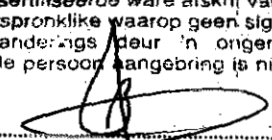
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ARTICLE 12 TIMETABLE

1. The designated airline of each Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval, thirty (30) days in advance, the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public.
2. Any subsequent changes to the approved timetables of a designated airline shall be submitted for approval to the aeronautical authorities of the other Contracting Party.
3. If a designated airline wishes to operate flights supplementary to those covered in the approved timetables, it shall obtain the prior permission of the aeronautical authorities of the Contracting Party concerned.

ARTICLE 13 PROVISION OF INFORMATION

The aeronautical authorities of each Contracting Party shall provide or shall cause its designated airline to provide the aeronautical authorities of the other Contracting Party, upon request, with such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including, but not limited to, statements of statistics related to the traffic carried by its designated airline between points in the territory of the other Contracting Party and other points on the specified routes.

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ARTICLE 14 TRANSFER OF EARNINGS

1. Subject to applicable national laws and regulations, each Contracting Party shall grant to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by such designated airline in the territory of such Contracting Party in connection with the carriage of passengers, baggage, cargo and mail, as well as from any other activities related to air transport which may be permitted under national regulations. Such transfers shall be effected at the rate of exchange in accordance with the respective applicable national laws and regulations governing current payments, but where there is no official exchange rate such transfers shall be effected at the prevailing foreign exchange market rate for current payments.

2. If the form of payment between the Contracting Parties is governed by a special agreement, such an agreement shall apply.

ARTICLE 15 USER CHARGES

1. The Contracting Parties shall endeavour to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airline of the other Contracting Party are just and reasonable. These charges shall be based on sound economic principles.

2. Neither Contracting Party shall impose or permit to be imposed on the designated airline of the other Contracting Party user charges higher than those imposed on its own designated airline operating similar international air services using similar aircraft and associated facilities and services.

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- 3. Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airline using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organisation. Reasonable advance notice shall, whenever possible, be given to the designated airline of any proposals for changes to charges referred to in this Article, together with relevant supporting information and data, to enable it to express and have their views taken into account before any changes are made.

ARTICLE 16

AVIATION SECURITY

- 1. Consistent with their rights and obligations under international law binding on the Parties and subject to the applicable national laws and regulations, the Contracting Parties affirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference, forms an integral part of this Agreement.
- 2. Subject to applicable national laws and regulations and without derogating from the generality of their rights and obligations in terms of 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, opened for signature at Tokyo on 14 September 1963; the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at The Hague on 16 December 1970; the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 23 September 1971; the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988; and

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any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

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

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to both Contracting Parties.

5. In addition, the Contracting Parties shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in their respective territories, and the operators of airports in their respective territories, act in conformity with such aviation security provisions as are applicable to both Contracting Parties.

6. Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in sub-Article (4) applied by the other Contracting Party to entry into, departure from, or sojourn in, 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 apply security controls to passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable

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special security measures in its territory to meet a particular threat to civil aviation.

7. If an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life.

8. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party, subjected to an act of unlawful seizure or any other act of unlawful interference, which is on the ground in its territory, is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.

9. If 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 thirty (30) days from the date of such request shall constitute grounds for the application of sub-Article (1) of Article 4. If required by an emergency, a Contracting Party may take action in terms of that sub-Article prior to the expiry of thirty (30) days by giving notice to the other Contracting Party of the reasons therefore. Any action taken in accordance with this sub-Article shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

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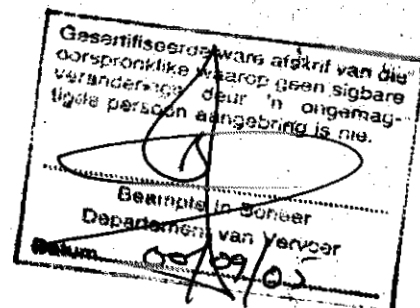
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ARTICLE 17 CONSULTATIONS

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of, or compliance with this Agreement.
2. Subject to Article 16 (Aviation Security) such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise decided.

ARTICLE 18 AMENDMENT OF AGREEMENT

1. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 17 (Consultations) and shall be effected by an Exchange of Notes.
2. Notwithstanding the provisions of sub-Article (1), amendments to the Annex to this Agreement may be agreed to directly between the aeronautical authorities of the Contracting Parties. Such amendments shall enter into force when confirmed through the diplomatic channel.
3. This Agreement shall, *mutatis mutandis*, be deemed to have been amended by those provisions of any international convention or multilateral agreement which may become binding on both Contracting Parties.



ARTICLE 19 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or implementation of this Agreement, the Contracting Parties shall in the first place endeavour to settle such dispute by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to some competent and independent person or body for mediation.

3. (a) If settlement is not reached in accordance with sub-Articles (1) or (2) the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators.

 (b) Each Contracting Party shall nominate one arbitrator and the third arbitrator, to be jointly appointed by the two arbitrators so nominated, shall act as President of the tribunal.

 (c) Each Contracting Party shall nominate its arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Contracting Party from the other, through the diplomatic channel, requesting arbitration of the dispute by such a tribunal and the third arbitrator, who shall be a national of a third State, shall be appointed within a further period of sixty (60) days.

 (d) If either Contracting Party 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 Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators, as the case may be.

Gesertifiseerde ware afskrif van die oorspronklike wat op geen sigbare veranderings deur 'n ongemagtigde persoon aangebring is nie.

.....
 Gemeente in Beheer
 Departement van Vervoer
 Datum..... 10/05

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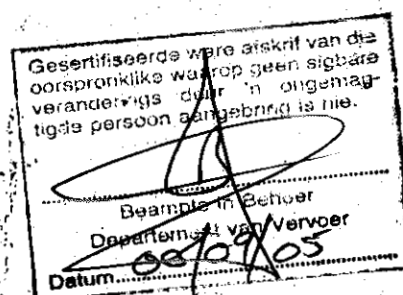
provided that the President is not a national of either Contracting Party, in which case the Vice President of that Council may be so requested. In such case, the arbitrator or arbitrators appointed by the said President or Vice President, as the case may be, shall not be nationals or permanent residents of the States party to this Agreement.

4. The tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure.
5. Subject to the final decision of the tribunal, the Contracting Parties shall bear an equal proportion of the interim costs of arbitration.
6. The Contracting Parties shall comply with any provisional ruling and the final decision of the tribunal, which at any case should not be in contradiction with the national laws and regulations of either Contracting Party.
7. If, and for as long as, either Contracting Party fails to comply with a decision contemplated in sub-Article (6), the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted in terms of this Agreement to the Contracting Party in default.

ARTICLE 20

REGISTRATION OF AGREEMENT AND AMENDMENTS

This Agreement and any subsequent amendments thereto shall be submitted by the Contracting Parties to the International Civil Aviation Organisation for registration.



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ARTICLE 21

TERMINATION OF AGREEMENT

1. Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through the diplomatic channel to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organisation (ICAO). The Agreement shall terminate one (1) year 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.
2. In default of acknowledgement of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which ICAO acknowledged receipt thereof unless the notice to terminate is withdrawn by agreement before the expiry of this period.

Gesertifiseerde ware afskrif van die
oorspronklike waarop geen sigbare
veranderings deur 'n ongemag-
tigde persoon aangebring is nie.

.....
Beambte in Bedoel
Departement van Vervoer
Datum..... 00/09/05

ARTICLE 22
ENTRY INTO FORCE

This Agreement shall enter into force on the date on which each Contracting Party has notified the other in writing of its compliance with the constitutional requirements necessary for the implementation of this Agreement. The date of entry into force shall be the date of last notification.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed and sealed this Agreement in duplicate in the English and Greek languages, both texts being equally authentic: Provided that in the event of a conflict between the two texts, the English text shall prevail.

DONE in duplicate at PRETORIA on this nineteenth day of November 1998.

FOR AND ON BEHALF OF
THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA

FOR AND ON BEHALF OF
THE GOVERNMENT OF THE
HELLENIC REPUBLIC

Gesertifiseerde ware afskrif van die
oorspronklike waerop geen sigbare
veranderinge deur 'n ongemag-
tigde persoon aangebring is nie.
Beambte in Beheer
Departement van Vervoer
Datum 21/09/05