

BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF THE KINGDOM OF DENMARK FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Republic of South Africa and the Government of the Kingdom of Denmark (hereinafter referred to as the "Contracting Parties");

BEING parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement 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 peoples of the two countries;

DESIRING to contribute to the progress of international civil aviation; and

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

HAVE agreed as follows -

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ARTICLE 1
DEFINITIONS

1. For the purpose of this Agreement:
 - (a) the term "aeronautical authorities" means, in the case of the Republic of South Africa, the Minister responsible for civil aviation and, in the case of the Kingdom of Denmark, the Ministry of Transport, or in either case any person or body authorized to perform any particular function to which this Agreement relates;
 - (b) the term "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 and "specified route" means a route specified in the Annex to this Agreement;
 - (c) the term "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendments to the Agreement or to the Annex;
 - (d) the terms "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;
 - (e) the term "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;
 - (f) the term "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes :
 - (i) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time in force for both Contracting Parties; and

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- (ii) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties;
 - (g) the term "designated airline" means an airline designated and authorized in accordance with Article 3 (Designation of Airlines) of this Agreement;
 - (h) the term "spare parts" means articles of a repair or replacement nature for incorporation in an aircraft, including engines;
 - (i) the term "tariff" means the prices to be charged for the carriage of passengers and baggage 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;
 - (j) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention; and
 - (k) the term "user charges" means charges made to airlines for the provision for aircraft, their crews, passengers and cargo of airport and air navigation facilities, including related services and facilities.
2. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa.

ARTICLE 2 TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by airlines designated by the other Contracting Party -

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- (a) to fly across its territory without landing,
 - (b) to make stops in its territory for non-traffic purposes,
 - (c) to make stops in the said territory, while operating an agreed service, for the purpose of taking on and discharging in international traffic passengers, baggage, cargo and mail, separately or in combination.
2. Nothing in sub-article (1) shall be deemed to confer on a designated airline of one Contracting Party the right of taking on, 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 Contracting Party.
 3. The airlines of each Contracting Party, other than those designated under Article 3 shall also enjoy the rights specified in sub-article (1)(a) and (b).

ARTICLE 3 DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right, through the diplomatic channel, to designate in writing to the other Contracting Party one or more airlines for the purpose of operating air services on the specified routes and to withdraw or alter, in writing, such designations.
2. On receipt of such designation the other Contracting Party shall, subject to the provisions of sub-articles (3) and (4) without undue delay grant to a designated airline the appropriate operating authorizations.
3. For the purpose of granting the appropriate operating authorization under sub-article (2), 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 fulfil

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the conditions prescribed under the laws and regulations normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in sub-article (2), or to impose such conditions, as it may deem necessary, on the exercise by a designated airline of the rights specified in Article 2, in any case where it is not satisfied that effective control of that airline is maintained in the territory of the other Contracting Party and that the airline is incorporated and has its principal place of business in the said territory.
5. When an airline has been so designated and authorized, it may begin to operate the agreed services on specified routes provided that the airline complies with all applicable provisions of this Agreement.

ARTICLE 4

REVOCATION AND LIMITATION OF AUTHORIZATION

1. Each Contracting Party shall have the right to withhold or revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions, temporarily or permanently, as it may deem necessary, on the exercise of these rights -
 - (a) in the case where it is not satisfied that effective control of that airline is maintained in the territory of the other Contracting Party, which has designated the airline, and that the airline is incorporated and has its principal place of business in the said territory;
 - (b) in the case of failure by that airline to comply with the laws and regulations of the Contracting Party granting these rights in conformity with the

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Convention; or

- (c) in the case that the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation or suspension of the operating authorization mentioned in sub-article (1), or imposition of the conditions therein is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultations with the other Contracting Party. In this case consultations shall be held within thirty (30) days from the date the other Contracting Party receives such request in writing.

ARTICLE 5 UTILIZATION OF AIRPORTS AND FACILITIES

1. 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 airlines operating between the territories of the Contracting Parties. Any air navigation facility charge imposed on international traffic performed by airlines licensed by one of the Contracting Parties, shall be reasonably related to the cost of service rendered to the airline concerned, and levied in accordance with the relevant guidelines issued by the International Civil Aviation Organization (ICAO).
2. When operating the agreed services, the same uniform conditions shall apply to the use by the airlines of both Contracting Parties of airports as well as of all other facilities under their control.
3. Each Contracting Party shall encourage consultation on user charges between its competent charging authorities and the airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organizations. Reasonable advance notice of any proposals for changes

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in such charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning such charges.

ARTICLE 6 CUSTOMS DUTIES

1. Aircraft operated on agreed services by the designated airline of either Contracting Party, as well as its regular equipment, supplies of fuels and lubricants (including hydraulic fluids), consumable technical supplies, spare parts (including engines) and aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight) 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, supplies and stores remain on board the aircraft up to such time as they are re-exported or consumed during flight over that territory on the agreed service.

2. With the exception of charges based on the cost of the service provided, the following items shall also be exempt from the duties, fees and charges referred to in sub-article (1) -
 - (a) aircraft stores, introduced into or supplied in the territory of a Contracting Party, and taken on board, within limits, as may be fixed by the appropriate authorities for use on outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;

 - (b) spare parts, including engines and regular equipment, introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used in operating an agreed service of a designated airline of the other Contracting Party;



- (c) fuel, lubricants, and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft operating an agreed service of a designated airline of the other Contracting Party, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board; and
 - (d) baggage and cargo in direct transit.
3. Equipment and supplies referred to in sub-articles (1) and (2) may be required to be kept under the supervision or control of the appropriate authorities.
 4. The exemptions provided for by this Article shall also apply in situations where a designated airline of either Contracting Party has entered into arrangements with other airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in sub-articles (1) and (2), provided such other airlines similarly enjoy such exemptions from the other Contracting Party.

ARTICLE 7

STORAGE OF AIRBORNE EQUIPMENT AND SUPPLIES

The regular equipment, as well as the materials and supplies 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 territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and procedures of that Contracting Party.

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ARTICLE 8
ENTRY CLEARANCE REGULATIONS

1. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party shall, except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a very simplified customs and immigration control.

2. The laws and regulations of one Contracting Party regarding entry, clearance, transit, immigration, passports, customs, and quarantine shall be complied with by the designated airlines of the other Contracting Party and by or on behalf of its passengers, crews, cargo and mail, upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

3. 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 provided for in this Article.

ARTICLE 9
CAPACITY PROVISIONS

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate air services on any route specified in the Annex to this Agreement. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair competitive or predatory practices adversely affecting the competitive position of a designated airline of the other Contracting Party in the exercise of its rights and entitlements set out in this Agreement.

2. In the operation of the agreed services the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other

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Contracting Party so as not to affect unduly the air services which the latter airlines operate.

3. The air services provided by a designated airline shall retain as their primary objective the provision of capacity adequate to current and reasonably anticipated requirements for the carriage of passengers, mail and freight, coming from or destined for the territory of the Contracting Party designating the airline.

ARTICLE 10 CODE-SHARING

In operating or holding out air services on the specified routes, any designated airline of one Contracting Party may enter into blocked-space or code-sharing arrangements with an airline or airlines of either Contracting Party, subject to the conditions that all airlines in such arrangements 1) hold the underlying traffic rights and 2) meet the requirements applied to such arrangements.

ARTICLE 11 EXCHANGE OF STATISTICS

The aeronautical authorities of either Contracting Party shall, on request, provide to the aeronautical authorities of the other Contracting Party such periodic or other statements of statistics, as may be reasonably required for the purpose of reviewing the market developments. Such statements shall include all information required to determine the amount of traffic carried by the airlines on the agreed services.



ARTICLE 12

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 referred to in sub-article (1) shall, if possible, be agreed to by the relevant designated airlines of both 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 by both Contracting Parties.
3. The aeronautical authorities of both Contracting Parties will, 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 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 will 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) below, any tariff will 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 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

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consultations have been requested pursuant to paragraph (c) below.

- 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 charging of the proposed tariff might be anti-competitive and cause substantial damage to another 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. The consultation, which may be through correspondence, will be completed within fifteen (15) days of being requested and the tariff will 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 conformity with the provisions of this Article.

ARTICLE 13

TRANSFER OF EARNINGS

Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted in accordance with national laws and regulations at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally

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made by banks for carrying out such conversion and remittance.

ARTICLE 14
AIRLINE REPRESENTATION

1. Each Contracting Party grants to a designated airline of the other Contracting Party, on the basis of reciprocity, the right to maintain in its territory representatives including office, administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline concerned. 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, and authorized to perform such services in the territory of that Contracting Party.
2. The designated airlines of a 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. A Contracting Party shall not restrict the right of the designated airlines of the other Contracting Party to sell, and of any person to purchase, such transportation in local or in any freely convertible currency.
3. 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.
4. The above activities shall be carried out in accordance with the laws and regulations of the other Contracting Party.

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ARTICLE 15
APPROVAL OF FLIGHT SCHEDULES

1. Airlines designated by a Contracting Party shall submit their traffic programme for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the beginning of the operation. The programme shall include in particular the timetables, the frequency of the services and the types of aircraft to be used.
2. Any alteration made in an approved air traffic programme at a later date shall also be submitted for approval.
3. In addition to the above, the configuration of the aircraft to be used and number of seats to be made available to the public shall, on request, be submitted for the information of the aeronautical authorities.

ARTICLE 16
AVIATION SECURITY

1. Each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against unlawful interference, forms an integral part of this Agreement. Each Contracting Party shall in particular act in conformity with the aviation security provisions of "the Convention on Offences and Certain Other Acts Committed on Board Aircraft", signed at Tokyo on 14 September, 1963, "the Convention for the Suppression of Unlawful Seizure of Aircraft", signed at The Hague on 16 December, 1970, "the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation", signed at Montreal on 23 September, 1971, and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.
2. Each Contracting Party shall be provided at its request with all necessary assistance

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by the other Contracting Party 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 applicable aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention. Each Contracting Party shall require that operators of aircraft of its registry or operators of aircraft having their principal place of business or permanent residence in its territory and the operators of airports in its territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in sub-article (3) required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo, mail, and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat to Civil Aviation.
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, each Contracting Party shall assist the other Contracting Party by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
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

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Contracting Party may request immediate consultations with the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of receipt of such request shall constitute grounds for the application of sub-article (1) of Article 4 (Revocation and Limitation of Authorization). When required by an emergency, a Contracting Party may take action under sub-article (1) of Article 4 (Revocation and Limitation of Authorization) prior to the expiry of fifteen (15) days. 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.

ARTICLE 17 CONSULTATIONS

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with the Agreement. Subject to Articles 4 (Revocation and Limitation of Authorization) and 16 (Aviation Security), such consultations, which may be between aeronautical authorities, and conducted through discussions or correspondence, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

ARTICLE 18 AMENDMENT

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 and will come into effect on a date to be determined by the Contracting Parties, which date shall be dependent upon the completion of the relevant constitutional requirements.

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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 become binding on both Contracting Parties, in accordance with their respective constitutional procedures.

ARTICLE 19 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 fail to reach a settlement of the dispute by negotiation, they may agree to refer the dispute for decision to a mediator, or the dispute may 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 date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. 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 Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State, shall act as president of the tribunal, and shall determine the place,

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where the arbitration will be held. If the President considers that he is a national of a State which cannot be regarded as neutral in relation to the dispute, the most Senior Vice-President who is not disqualified on that ground shall make the appointment.

3. The tribunal shall establish its own procedure and give its decision by a majority of votes.
4. Subject to the final decision of the tribunal, the Contracting Parties shall bear in equal proportion the interim costs of arbitration.
5. The Contracting Parties undertake to comply with any decision given under sub-article (3) of this Article.
6. If and so long as either Contracting Party fails to comply with any decision under sub-article (3), the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default.

ARTICLE 20 REGISTRATION

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

ARTICLE 21 TERMINATION

Either Contracting Party may at any time from the entry into force of this Agreement 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 Organization. In

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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 Organization.

ARTICLE 22
ENTRY INTO FORCE

This Agreement shall enter into force only when both Contracting Parties have notified each other, through the diplomatic channel, of compliance with the constitutional requirements necessary for the implementation of this Agreement. The date of entry into force shall be the date of the last notification.

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

DONE at.....on.....in duplicate in the English language.

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

**FOR THE GOVERNMENT OF THE
KINGDOM OF DENMARK**

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ANNEX

1. Routes which may be operated by the designated airline(s) of the Republic of South Africa, in both directions :

POINTS OF ORIGIN	POINTS OF DESTINATION
Points in the Republic of South Africa	Points in the Kingdom of Denmark

2. Routes which may be operated by the designated airline(s) of the Kingdom of Denmark, in both directions :

POINTS OF ORIGIN	POINTS OF DESTINATION
Points in the Kingdom of Denmark	Points in the Republic of South Africa

Note :

Nothing will prevent a designated airline of either Contracting Party to serve other points than those specified in this Annex provided that no commercial rights are exercised between those points and the territory of the other Contracting Party.

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ATTACHMENT F

Your Excellency,

With reference to the Air Services Agreement signed today between the Government of the Kingdom of Denmark and the Government of the Republic of South Africa, I have the honour to notify you that, in accordance with Article 3 (Designation of Airlines) of the Agreement, the Danish Government designates Det Danske Luftfartselskab A/S (DDL) to operate the routes specified in the Annex attached to the Agreement.

In this connection I have the honour to confirm, on behalf of my Government, the following understanding:

1. Notwithstanding the provisions of Articles 3 (Designation of Airlines) and 4 (Revocation and Limitation of Authorization) of the Agreement, Det Danske Luftfartselskab A/S (DDL) co-operating with Det Norske Luftfartselskab A/S (DNL) and AB Aerotransport (ABA) under the style of Scandinavian Airlines System (SAS), a joint operating organization constituted in accordance with the provisions of Chapter XVI of the Convention on International Civil Aviation (Chicago, 1944), may operate services under the Agreement with aircraft, crew and equipment of either or both of the other two airlines. While services are operated under the style of SAS, services may not be operated by DDL as an individual company.
2. Insofar as Det Danske Luftfartselskab A/S (DDL) employs aircraft, crew and equipment of the other airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement will apply to such aircraft, crew and equipment as though they were the aircraft, crew and equipment of Det Danske Luftfartselskab A/S (DDL) and the competent Danish authorities and Det Danske Luftfartselskab A/S (DDL) will accept full responsibility under the Agreement therefor.

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The Government of Denmark takes note of the understanding by the Government of the Republic of South Africa of the Danish, Norwegian and Swedish participation in the Scandinavian Airlines System (SAS) for the purpose of meeting the requirements under Article 3 (Designation of Airlines) of the Agreement.

Please accept, Your Excellency, the assurances of my highest consideration.

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Your Excellency,

With reference to the Agreement between the Government of the Republic of South Africa and the Government of the Kingdom of Denmark on Air Services signed at today, I have the honour on behalf of the Government of the Republic of South Africa to acknowledge the notification given by the Government of the Kingdom of Denmark in a Note of today's date of your Government's corresponding designation of Det Danske Luftfartselskab A/S (DDL).

I have furthermore the honour to advise you that the Government of the Republic of South Africa is prepared to accept the understanding set forth in your Note concerning the designation of Det Danske Luftfartselskab (DDL).

I would further advise you that the Government of the Republic of South Africa acknowledges the Norwegian and Swedish participation in the Scandinavian Airlines System (SAS) as equivalent to Danish participation for the purpose of meeting the requirements under Article 3 (Designation of Airlines) of the Agreement.

Please accept, Your Excellency, the assurances of my highest consideration.

