

## **Agreement**

**Between the Government of the Hong Kong  
Special Administrative Region of the  
People's Republic of China and  
the Government of the Republic of South Africa  
Concerning Air Services**

**AGREEMENT BETWEEN THE GOVERNMENT OF THE HONG KONG  
SPECIAL ADMINISTRATIVE REGION OF THE PEOPLE'S  
REPUBLIC OF CHINA AND THE GOVERNMENT  
OF THE REPUBLIC OF SOUTH AFRICA  
CONCERNING AIR SERVICES**

**PREAMBLE**

The Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Hong Kong Special Administrative Region") and the Government of the Republic of South Africa, hereinafter jointly referred to as the "Contracting Parties" and in the singular as "Contracting Party",

DESIRING to conclude an agreement for the purpose of providing the framework for air services between the Hong Kong Special Administrative Region and the Republic of South Africa,

HEREBY AGREE as follows :

**ARTICLE 1**

**Definitions**

In this Agreement, unless the context otherwise indicates:

"*aeronautical authorities*" means in the case of the Hong Kong Special Administrative Region, the Director of Civil Aviation, and in the case of the Republic of South Africa, the Minister responsible for Civil Aviation, or, in both cases, any person or body authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;

"*designated airline*" means an airline that has been designated and authorised in accordance with Article 4;

"*area*" in relation to the Hong Kong Special Administrative Region includes Hong Kong Island, Kowloon and the New Territories and in relation to the Republic of South Africa has the meaning assigned to "territory" in Article 2 of the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

"*air service*", "*international air service*", "*airline*" and "*stop for non-traffic purposes*" have the meanings respectively assigned to them in Article 96 of the said Convention;

"*this Agreement*" includes the Annex hereto and any amendments to it or to this Agreement;

"*specified routes*" means the routes specified in the appropriate Section of the Annex to this Agreement;

"*tariff*" means one or more of the following :

- (a) the fare charged by an airline for the carriage of passengers and their baggage on scheduled air services and the charges and conditions for services ancillary to such carriage;
- (b) the rate charged by an airline for the carriage of cargo (excluding mail) on scheduled air

services;

- (c) the conditions governing the availability or applicability of any such fare or rate including any benefit attaching to it; and
- (d) the rate of commission paid by an airline to an agent in respect of tickets sold or air waybills completed by that agent for carriage on scheduled air services;

“*user charge*” 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 or of air navigation facilities, including related services and facilities, for aircraft, their crews, passengers and cargo.

## **ARTICLE 2**

### **Provisions of the Chicago Convention Applicable to International Air Services**

In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, including the Annexes and any amendments to the Convention or to its Annexes which apply to both Contracting Parties, insofar as these provisions are applicable to international air services.

## **ARTICLE 3**

### **Grant of Rights**

- (1) Each Contracting Party shall grant to the other Contracting Party the rights in respect of its international air services -
  - (a) to fly across its area without landing;
  - (b) to make stops in its area for non-traffic purposes.
- (2) Each Contracting Party shall grant to the other Contracting Party the rights provided for in this Agreement for the purpose of operating international air services on the specified routes. Such services are hereinafter called “the agreed services”. While operating an agreed service on a specified route the designated airlines of each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) the right to make stops in the area of the other Contracting Party at points determined for that route in accordance with the Annex 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) shall be deemed to confer on the designated airlines of one Contracting Party the right to take on board, at one point in the area of the other Contracting Party, passengers and cargo, including mail, carried for hire or reward and destined for another point in the area of the other Contracting Party.
- (4) If because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of one Contracting Party is unable to operate a service on its normal routeing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

## **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 routes and to withdraw or alter in writing such designations.
- (2) On receipt of such a designation the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4), without delay grant to the airline or airlines designated the appropriate operating authorisations.
- (3)
  - (a) The Government of the Hong Kong Special Administrative Region shall have the right to refuse to grant the operating authorisations referred to in paragraph (2), 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), in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Government of the Republic of South Africa or its nationals.
  - (b) The Government of the Republic of South Africa shall have the right to refuse to grant the operating authorisations referred to in paragraph (2), 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), in any case where it is not satisfied that that airline is incorporated and has its principal place of business in the Hong Kong Special Administrative Region.
- (4) 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 the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.
- (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**

#### **Revocation or Suspension of Operating Authorisation**

- (1) Each Contracting Party shall have the right to revoke or suspend an operating authorisation for the exercise of the rights specified in Article 3(2) 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)
    - (i) in the case of the Government of the Hong Kong Special Administrative Region, in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Government of the Republic of South Africa or its nationals;
    - (ii) in the case of the Government of the Republic of South Africa, in any case where it is not satisfied that that airline is incorporated and has its principal place of business in the Hong Kong Special Administrative Region; or
  - (b) in the case of failure by that airline to comply with the domestic laws or regulations of the Contracting Party granting those rights; or
  - (c) if that airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

- (2) Unless immediate revocation or suspension of the operating authorisation mentioned in paragraph (1) or imposition of the conditions therein is essential to prevent further infringements of a Contracting Party's domestic laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

## **ARTICLE 6**

### **Principles Governing Operation of Agreed Services**

- (1) There shall be fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the specified routes.
- (2) In operating the agreed services the designated airlines of each Contracting Party shall take into account the interests of the designated airlines 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 airlines of the Contracting Parties 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 meet the current and reasonably anticipated requirements for the carriage of passengers and cargo, including mail, originating in or destined for the area of the Contracting Party which has designated the airline.
- (4) Provision for the carriage of passengers and cargo, including mail, both taken on board and discharged at points on the specified routes other than points in the area of the Contracting Party which designated the airline shall be made in accordance with the general principles that capacity shall be related to –
- (a) traffic requirements to and from the area of the Contracting Party which has designated the airline;
  - (b) traffic requirements of the region through which the agreed service passes, taking account of other air services established by airlines of the States comprising that region; and
  - (c) the requirements of through airline operation.
- (5) The capacity to be provided on the specified routes shall be such as is from time to time jointly determined by the Contracting Parties.

## **ARTICLE 7**

### **Application of Domestic Laws and Regulations of the Contracting Parties**

- (1) The domestic laws and regulations of one Contracting Party relating to the admission to or departure from its area of aircraft engaged in international air services, or to the operation and navigation of such aircraft while within its area, shall be applied to the aircraft of the designated airlines of the other Contracting Party upon its entry into, departure from or while within the area of the first Contracting Party.
- (2) The domestic laws and regulations of one Contracting Party relating to the admission to or departure from its area of passengers, crew, cargo (including mail) of aircraft, such as laws and regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be

complied with by or on behalf of such passengers, crew, cargo (including mail) of the designated airlines of the other Contracting Party upon entrance into or departure from, or while within the area of the first Contracting Party.

- (3) Neither Contracting Party may grant any preference to its own airlines over the designated airlines of the other Contracting Party in the application of the domestic laws and regulations referred to in this Article.

## **ARTICLE 8**

### **Recognition of Certificates and Licences**

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 under the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944.

## **ARTICLE 9**

### **Aviation Safety**

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 has failed to maintain and administer safety standards in these areas which may be established pursuant to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these standards; and the other Contracting Party shall take appropriate corrective action.

## **ARTICLE 10**

### **Tariffs**

- (1) The tariffs to be charged by the designated airlines of the Contracting Parties for carriage between the Hong Kong Special Administrative Region and the Republic of South Africa shall be those approved by the aeronautical authorities of both Contracting Parties and shall be established at reasonable levels, due regard being had to all relevant factors, including the cost of operating the agreed services, the interests of users, reasonable profit and the tariffs of other airlines operating over the whole or part of the same route.
- (2) The tariffs referred to in paragraph (1) may be agreed to by the designated airlines of the Contracting Parties seeking approval of the tariffs, which may consult other airlines operating over the whole or part of the same route, before proposing such tariffs. However, a designated airline shall not be precluded from proposing, nor the aeronautical authorities of the Contracting Parties from approving, any tariff, if that airline shall have failed to obtain the agreement of the other designated airlines to such tariff, or because no other designated airline is operating on the same route. References in this and the preceding paragraph to "the same route" are to the route operated, not the specified route.

- (3) Any proposed tariff for carriage between the Hong Kong Special Administrative Region and the Republic of South Africa shall be filed with the aeronautical authorities of the Contracting Parties by the designated airline or airlines seeking its approval in such form as the aeronautical authorities may separately require to disclose the particulars as referred to in the definition of the word “tariff” in Article 1. It shall be filed not less than 45 days (or such shorter period as the aeronautical authorities of the Contracting Parties may agree) before the proposed effective date. The proposed tariff shall be treated as having been filed with the aeronautical authorities of a Contracting Party on the date on which it is received by those aeronautical authorities.
- (4) Any proposed tariff may be approved by the aeronautical authorities of a Contracting Party at any time and, provided it has been filed in accordance with paragraph (3), shall be deemed to have been approved by the aeronautical authorities of that Contracting Party unless, within 21 days (or such shorter period as the aeronautical authorities of the Contracting Parties may agree) after the date of filing, the aeronautical authorities of one Contracting Party have served on the aeronautical authorities of the other Contracting Party written notice of disapproval of the proposed tariff.
- (5) If a notice of disapproval is given in accordance with the provisions of paragraph (4), the aeronautical authorities of the Contracting Parties may jointly determine the tariff. For this purpose, one Contracting Party may, within 30 days of the service of the notice of disapproval, request consultations between the aeronautical authorities of the Contracting Parties which shall be held within 30 days from the date the other Contracting Party receives such request in writing.
- (6) If a tariff has been disapproved by the aeronautical authorities of a Contracting Party in accordance with paragraph (4), and if the aeronautical authorities of the Contracting Parties have been unable jointly to determine the tariff in accordance with paragraph (5), the dispute may be settled in accordance with the provisions of Article 19 of this Agreement.
- (7) Subject to paragraph (8), a tariff established in accordance with the provisions of this Article shall remain valid until a replacement tariff has been established.
- (8) Except with the agreement of the aeronautical authorities of both Contracting Parties, and for such period as they may agree, the validity of a tariff shall not be prolonged by virtue of paragraph (7):
  - (a) where a tariff has a terminal date, for more than 12 months after that date;
  - (b) where a tariff has no terminal date, for more than 12 months after the date on which a replacement tariff is filed with the aeronautical authorities of the Contracting Parties by a designated airline of a Contracting Party.
- (9)
  - (a) The tariffs to be charged by the designated airlines of the Hong Kong Special Administrative Region for carriage between the Republic of South Africa and another State shall be subject to approval by the aeronautical authorities of the Republic of South Africa and, where appropriate, of the other State. The tariffs to be charged by the designated airlines of the Republic of South Africa for carriage between the Hong Kong Special Administrative Region and a State other than the Republic of South Africa shall be subject to approval by the aeronautical authorities of the Hong Kong Special Administrative Region and, where appropriate, of the other State.
  - (b) Any proposed tariff for such carriage shall be filed by the designated airline of one Contracting Party seeking approval of such tariff with the aeronautical authorities of the other Contracting Party. It shall be filed in such form as those aeronautical authorities may require to disclose the particulars as referred to in the definition of the word “tariff” in Article 1, and not less than 45 days (or such shorter period as they may decide) prior to the proposed effective date. The proposed tariff shall be treated as having been filed on the date on which it is received by those aeronautical authorities.
  - (c) Such tariff may be approved at any time by the aeronautical authorities of the Contracting Party with whom it has been filed and shall be deemed to have been approved by them

unless, within 21 days after the date of filing, they have served on the designated airline seeking approval of such tariff written notice of disapproval.

- (d) The aeronautical authorities of a Contracting Party may withdraw approval of any such tariff approved or deemed to be approved by them on giving 90 days' notice to the designated airline charging such tariff. That airline shall cease to charge such tariff at the end of that period.
- (10) Notwithstanding the provisions of paragraphs (4) and (9)(c), the aeronautical authorities of a Contracting Party shall not disapprove any proposed tariff filed with them by a designated airline which corresponds (e.g. in price level, conditions and date of expiry but not necessarily the routing being used) to the tariff charged by an airline of that Contracting Party for comparable services between the same points or is more restrictive or higher than that tariff.

## **ARTICLE 11**

### **Customs Duties**

- (1) Aircraft operated in international air services by the designated airlines of one Contracting Party, their regular equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, and aircraft stores (including but not limited to such items as food, beverages and tobacco) which are on board such aircraft shall be exempted by the other Contracting Party on the basis of reciprocity from all customs duties, excise taxes and similar fees and charges not based on the cost of services provided on arrival, provided such regular equipment and such other items remain on board the aircraft.
- (2) Regular equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores (including but not limited to such items as food, beverages and tobacco), printed ticket stock, air waybills, any printed material which bears insignia of a designated airline of one Contracting Party and usual publicity material distributed without charge by that designated airline, introduced into the area of the other Contracting Party by or on behalf of that designated airline or taken on board the aircraft operated by that designated airline, shall be exempted by the other Contracting Party on the basis of reciprocity from all customs duties, excise taxes and similar fees and charges not based on the cost of services provided on arrival, even when such regular equipment and such other items are to be used on any part of a journey performed over the area of the other Contracting Party.
- (3) The regular equipment and the other items referred to in paragraphs (1) and (2) may be required to be kept under the supervision or control of the customs authorities of the other Contracting Party.
- (4) The regular equipment and the other items referred to in paragraph (1) may be unloaded in the area of the other Contracting Party with the approval of the customs authorities of that other Contracting Party. In these circumstances, such regular equipment and such items shall enjoy, on the basis of reciprocity, the exemptions provided for by paragraph (1) until they are re-exported or otherwise disposed of in accordance with customs regulations. The customs authorities of that other Contracting Party may however require that such regular equipment and such items be placed under their supervision up to such time.
- (5) The exemptions provided for by this Article shall also be available in situations where a designated airline of one Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the area of the other Contracting Party of the regular equipment and the other items referred to in paragraphs (1) and (2), provided that that other airline or airlines similarly enjoy such exemptions from that other Contracting Party.
- (6) Baggage and cargo in direct transit across the area of a Contracting Party shall be exempt from



customs duties, excise taxes and similar fees and charges not based on the cost of services provided on arrival.

## **ARTICLE 12**

### **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 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.
- (2) Each Contracting Party shall be provided at its request with all necessary assistance 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 on International Civil Aviation, opened for signature at Chicago on 7 December 1944. 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 area, and the operators of airports in its area, act in conformity with such aviation security provisions.
- (4) Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party for entry into, departure from, or while within the area of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its area to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
- (5) When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, 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) If a Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of that Contracting Party.

## **ARTICLE 13**

### **Timetable**

- (1) The designated airlines of each Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval, at least 30 days in advance, the timetable of its agreed

services, specifying the relevant information including 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 the designated airlines shall be submitted for approval to the aeronautical authorities of the other Contracting Party.
- (3) If the designated airlines wish to operate services supplementary to those covered in the approved timetables, they shall obtain the prior permission of the aeronautical authorities of the Contracting Parties concerned.

## **ARTICLE 14**

### **Provision of Statistics**

The aeronautical authorities of each Contracting Party shall, on request, provide or cause its designated airlines to provide 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 airlines of that Contracting Party to the aeronautical authorities of the other Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

## **ARTICLE 15**

### **Conversion and Remittance of Revenue**

- (1) The designated airlines of the Hong Kong Special Administrative Region shall have the right to convert and remit to the Hong Kong Special Administrative Region from the Republic of South Africa on demand local revenues in excess of sums locally disbursed. The designated airlines of the Republic of South Africa shall have the right to convert and remit to the Republic of South Africa from the Hong Kong Special Administrative Region on demand local revenues in excess of sums locally disbursed.
- (2) The conversion and remittance of such revenues shall be permitted without restriction 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 made by banks for carrying out such conversion and remittance.

## **ARTICLE 16**

### **Airline Representation and Sales**

- (1) The designated airlines of each Contracting Party shall have the right, in accordance with the domestic laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring into and maintain in the area of that other Contracting Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air transportation. These staff requirements may also be satisfied by using the services of any other organization, company or airline which is operating in the area of the other Contracting Party and, where required by that other Contracting Party, is authorised to perform such services.
- (2) The designated airlines of each Contracting Party shall have the right to engage in the sale of air

transportation in the area of the other Contracting Party, either directly or through agents. The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation in local currency or in any freely convertible other currency.

- (3) The designated airlines of each Contracting Party shall be free to pay for local expenses in the area of the other Contracting Party in local currency or in any freely convertible other currency.

## **ARTICLE 17**

### **User Charges**

- (1) A Contracting Party shall not impose or permit to be imposed on the designated airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.
- (2) Each Contracting Party shall encourage consultation on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

## **ARTICLE 18**

### **Consultation**

One Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of, or compliance with this Agreement. Such consultations, which may be between the aeronautical authorities of the Contracting Parties, shall begin within 60 days from the date the other Contracting Party receives such request in writing, unless otherwise agreed by the Contracting Parties.

## **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 such dispute by negotiation.
- (2) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on or, at the request of a Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner -
  - (a) within 30 days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a State which can be regarded as neutral in relation to the dispute, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within 60 days of the appointment of the second;

- (b) if within the time limits specified above any appointment has not been made, a Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within 30 days. 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) Except as provided for in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of a Contracting Party, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 30 days after the tribunal is fully constituted.
- (4) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within 45 days after the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of a Contracting Party, or at its discretion, within 30 days after replies are due.
- (5) The tribunal shall attempt to give a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision shall be taken by a majority vote.
- (6) A Contracting Party may submit a request for clarification of the decision within 15 days after it is received and such clarification shall be issued within 15 days of such request.
- (7) The decision of the tribunal shall be binding on the Contracting Parties.
- (8) Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses incurred by the President or Vice-President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph (2)(b).

## **ARTICLE 20**

### **Amendment**

Any amendments to this Agreement by the Contracting Parties shall be effected by a written exchange between the Contracting Parties, and shall come into force on a date to be determined by the Contracting Parties upon the completion of the necessary procedures.

## **ARTICLE 21**

### **Termination**

One Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. This Agreement shall terminate at midnight (at the place of receipt of the notice) immediately before the first anniversary of the date of receipt of such notice by that other Contracting Party, unless such notice is withdrawn by agreement before the end of this period.

## **ARTICLE 22**

**Registration with the  
International Civil Aviation Organization**

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

**ARTICLE 23**

**Entry into Force**

This Agreement shall enter into force on the date of signature thereof.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised by their respective Governments, have signed this Agreement in duplicate in the English language.

Done at Cape Town on this 18<sup>th</sup> day of March 2000.

For the Government of the Hong  
Kong Special Administrative  
Region of the People's Republic  
of China

For the Government of the  
Republic of South Africa

.....  
Stephen IP Shu Kwan

.....  
Abdulah M Omar

## ANNEX

### ROUTE SCHEDULE

#### **Section 1**

Routes to be operated by the designated airline or airlines of the Hong Kong Special Administrative Region :

Hong Kong Special Administrative Region - Intermediate Points - Points in the Republic of South Africa - Points Beyond.

#### **Notes :**

1. The points to be served on the routes specified above are to be jointly determined by the Contracting Parties.
2. The designated airline or airlines of the Hong Kong Special Administrative Region may on any or all flights omit calling at any points on the routes specified above, and may serve intermediate points in any order, points in the Republic of South Africa in any order, and points beyond in any order, provided that the agreed services on these routes begin at the Hong Kong Special Administrative Region.
3. No traffic may be taken on board at an intermediate point or at a point beyond and discharged at points in the Republic of South Africa or vice versa, except as may from time to time be jointly determined by the Contracting Parties.
4. No point in the mainland of China may be served as an intermediate point or a point beyond.

#### **Section 2**

Routes to be operated by the designated airline or airlines of the Republic of South Africa :

Points in the Republic of South Africa - Intermediate Points - Hong Kong Special Administrative Region - Points Beyond.

#### **Notes :**

1. The points to be served on the routes specified above are to be jointly determined by the Contracting Parties.
2. The designated airline or airlines of the Republic of South Africa may on any or all flights omit calling at any points on the routes specified above, and may serve points in the Republic of South Africa in any order, intermediate points in any order, and points beyond in any order, provided that the agreed services on these routes begin at points in the Republic of South Africa.
3. No traffic may be taken on board at an intermediate point or at a point beyond and discharged at the Hong Kong Special Administrative Region or vice versa, except as may from time to time be jointly determined by the Contracting Parties.
4. No point in the mainland of China may be served as an intermediate point or a point beyond.