

Australia – Thailand Air Services Agreement Index to Agreement

	Preamble	
1.	Definitions	
2.	Designation, Authorisation and Revocation	
3.	Grant of Rights	
4.	Application of Laws	
5.	Recognition of Certificates	
6.	Safety	
7.	Aviation Security	
8.	User Charges	
9.	Statistics	
10.	Customs Duties and Other Charges	
11.	Tariffs	
12.	Capacity	
13.	Commercial Opportunities	
14.	Approval of Schedules	
15.	Intermodal Services	
16.	Consultations	
17.	Amendment of Agreement	
18.	Settlement of Disputes	
19.	Termination	
20.	Registration with ICAO	
21.	Entry into Force	
ANNEX	Section 1	Route Schedule
	Section 2	Operational Flexibility

**AGREEMENT BETWEEN THE
GOVERNMENT OF AUSTRALIA
AND THE
GOVERNMENT OF THE KINGDOM OF THAILAND
RELATING TO AIR SERVICES**

The Government of Australia and the Government of the Kingdom of Thailand (hereinafter, "the Contracting Parties");

Being parties to the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944;

Desiring to promote an international aviation system based on competition among airlines in the marketplace and wishing to encourage airlines to develop and implement innovative and competitive services;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air transport, and undermine public confidence in the safety of civil aviation;

Have agreed as follows:

ARTICLE 1

Definitions

For the purpose of this Agreement, unless otherwise stated, the term:

- (a) “aeronautical authorities” means, in the case of the Kingdom of Thailand, the Minister for Transport; in the case of the Government of Australia, the Department of Infrastructure and Transport, or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
- (b) “agreed services” means services for the uplift and discharge of traffic as defined in Article 3, paragraph 1 (c) of this Agreement;
- (c) “Agreement” means this Agreement, its Annexes, and any amendments thereto;
- (d) “air transportation” means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire;
- (e) “airline” means any air transport enterprise marketing or operating air transportation;
- (f) “capacity” is the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies), or seats or tonnes of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
- (g) “Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 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
 - (ii) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties;
- (h) “designated airline” means an airline or airlines designated and authorised in accordance with Article 2 (Designation, Authorisation and Revocation) of this Agreement;
- (i) “ground-handling” includes but is not limited to passenger, cargo and baggage handling, and the provision of catering facilities and/or services;
- (j) “ICAO” means the International Civil Aviation Organization;

- (k) “intermodal air transportation” means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- (l) “international air transportation” means air transportation which passes through the air space over the territory of more than one State;
- (m) “marketing airline” means an airline that offers air transportation on an aircraft operated by another airline, through code-sharing;
- (n) “operating airline” means an airline that operates an aircraft in order to provide air transportation – it may own or lease the aircraft;
- (o) “slots” means the right to schedule an aircraft movement at an airport;
- (p) “stop for non-traffic purposes” has the meaning assigned to it in Article 96 of the Convention;
- (q) “tariffs” means any price, fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in international air transportation, including transportation on an intra-or interline basis, charged by airlines, including their agents, and the conditions governing the availability of such price, fare, rate or charge;
- (r) “territory” has the meaning assigned to it in Article 2 of the Convention; and
- (s) “user charges” means a charge made to airlines, which, subject to national laws and regulations, may be made by the competent authorities, or permitted by them to be made, or made by a service provider for the provision of airport, airport environmental, air navigation and aviation security facilities and services.

ARTICLE 2

Designation, Authorisation and Revocation

1. Each Contracting Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement, and to withdraw or alter such designations. Such designations shall be transmitted to the other Contracting Party in writing through diplomatic channels. Designation shall not be required for airlines exercising the rights provided for in Article 3, paragraphs 1 (a) and 1 (b), of this Agreement.
2. On receipt of such a designation, and of applications from a designated airline, in the form and manner prescribed for operating authorisations and technical permissions relating to the operation and navigation of the aircraft, the other Contracting Party shall grant appropriate authorisations without delay,

provided that:

- (a) (i) in the case of an airline designated by Australia, the airline is incorporated and has its principal place of business in the territory of the Contracting Party designating the airline;
 - (ii) in the case of an airline designated by Thailand, the airline is substantially owned and effectively controlled by the Contracting Party designating the airline, nationals of that Contracting Party, or both;
 - (b) the airline is qualified to meet the conditions prescribed under the laws, regulations and rules normally and reasonably applied to the operation of international air transportation by the Contracting Party considering the application or applications, in conformity with the provisions of the Convention;
 - (c) the airline holds the necessary operating permits; and
 - (d) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety) and Article 7 (Aviation Security) of this Agreement.
3. When an airline has been so designated and authorised it may commence international air transportation, provided that the airline complies with the applicable provisions of this Agreement.
 4. Either Contracting Party may withhold, revoke, suspend or limit the operating authorisations or technical permissions of an airline designated by the other Contracting Party, at any time, if the conditions specified in paragraph 2 of this Article are not met, or if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
 5. Unless immediate action is essential to prevent further non-compliance with paragraphs 2 (b) to 2 (d) of this Article, the rights established by paragraph 4 of this Article shall be exercised only after consultation with the other Contracting Party.
 6. This Article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorisation or technical permission of an airline or airlines of the other Contracting Party in accordance with the provisions of Article 6 (Safety) or Article 7 (Aviation Security) of this Agreement.

ARTICLE 3

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air transportation by the airlines of the other Contracting Party:
 - (a) the right to fly across its territory without landing;
 - (b) the right to make stops in its territory for non-traffic purposes;
 - (c) the rights for designated airlines, to operate services on the route specified in Annex 1 and to make stops in its territory for the purpose of taking on board and discharging passengers, cargo and mail, hereinafter called the “agreed services”; and
 - (d) the rights otherwise specified in this Agreement.
2. Nothing in this Article shall be deemed to confer on the airline or airlines of one Contracting Party the rights to uplift and discharge between points in the territory of the other Contracting Party, passengers, their baggage, cargo, or mail carried for compensation.

ARTICLE 4

Application of Laws

1. While entering, within, or leaving the territory of one Contracting Party, its laws, regulations and rules relating to the operation and navigation of aircraft shall be complied with by the other Contracting Party's airlines.
2. While entering, within, or leaving the territory of one Contracting Party, its laws, regulations and rules relating to the admission to or departure from its territory of passengers, crew, cargo and aircraft (including regulations and rules relating to entry, clearance, aviation security, immigration, passports, advance passenger information, customs and quarantine or, in the case of mail, postal regulations) shall apply to such passengers and crew and in relation to such cargo of the other Contracting Party's airlines.
3. Neither Contracting Party shall give preference to its own nor any other airline over an airline of the other Contracting Party engaged in similar international air transportation in the application of its entry, clearance, aviation security, immigration, passports, advance passenger information, customs and quarantine, postal and similar regulations.
4. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such

purpose may be subject to examination in respect of aviation security, narcotics control and immigration requirements, or in other special cases where such examination is required having regard to the laws and regulations of the relevant Contracting Party and to the particular circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

5. The competition laws of each Contracting Party, as amended from time to time, shall apply to the operation of the airlines within the jurisdiction of the respective Contracting Party.

ARTICLE 5

Recognition of Certificates

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 the requirements under which such certificates and licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the ICAO, the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.
3. Each Contracting Party reserves the right, however, to refuse to recognise for the purpose of flights above or landing within its own territory, certificates of competency and licences granted to its own nationals or in relation to its registered aircraft by the other Contracting Party.

ARTICLE 6

Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 2 of this Agreement (Designation, Authorisation and Revocation).
3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by, or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called “ramp inspection”), provided this does not lead to unreasonable delay.
4. If any such ramp inspection or series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.
5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of the airline or airlines of one Contracting Party in accordance with paragraph 3 above is denied by a representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred to in that paragraph.
6. Each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp

inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 7

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; they 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 territory and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above 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 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.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. Each Contracting Party shall have the right, within sixty (60) days following notice (or such shorter period as may be agreed between the aeronautical authorities), for its aeronautical authorities to conduct an assessment in the territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be mutually determined by the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

ARTICLE 8

User Charges

1. User charges that may be imposed by the competent charging authorities or bodies of each Contracting Party on the airlines of the other Contracting Party should be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges imposed on the airlines of the other Contracting Party should not be higher than those which have to be paid by national airlines operating on scheduled international services.
2. User charges imposed on the airlines of the other Contracting Party may reflect, but not exceed, the full cost to the competent charging authorities or bodies of providing appropriate and not excessive airport, airport environmental, air navigation and aviation security facilities and services at the airport or within the airport system. Such charges may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made should be provided on an efficient and economic basis.
3. Each Contracting Party shall make its best efforts to ensure that consultations take place between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and that the competent charging authorities or bodies and the airlines exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Contracting Party shall make its best efforts to ensure that the competent

charging authorities provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

ARTICLE 9

Statistics

1. The aeronautical authorities of one Contracting Party may require a designated airline of the other Contracting Party to provide statements of statistics related to the traffic carried by that airline on services performed under this Agreement.
2. The aeronautical authorities of each Contracting Party may determine the nature of the statistics required to be provided by designated airlines under the above paragraph, and shall apply these requirements on a non-discriminatory basis.

ARTICLE 10

Customs Duties and Other Charges

1. The designated airlines of one Contracting Party shall, on the basis of reciprocity, subject to compliance in other respects with the customs requirements of the other Contracting Party, be exempt from import restriction, customs duties, excise taxes, inspection fees and other national duties and charges not based on the cost of services provided on arrival, on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airlines of such other Contracting Party operating the agreed services.
2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1:
 - (a) introduced into the territory of the Contracting Party by or on behalf of the designated airlines of the other Contracting Party;
 - (b) retained on board aircraft of the designated airline of one Contracting Party upon arrival in or leaving the territory of the other Contracting Party; or
 - (c) taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the other Contracting Party granting the exemption, provided the ownership of such items is not transferred in the territory of the other Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline 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 the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

ARTICLE 11

Tariffs

1. Each Contracting Party shall allow each airline to determine its own tariffs for the transportation of traffic.
2. Unless required by national laws and regulations, tariffs charged by airlines shall not be required to be filed with the aeronautical authorities of either Contracting Party.
3. In the event that either aeronautical authority is dissatisfied with a tariff proposed or in effect for an airline of the other Contracting Party, the aeronautical authorities will endeavour to settle the matter through consultations, if so requested by either authority. In any event, the aeronautical authority of a Contracting Party shall not take unilateral action to prevent the coming into effect or continuation of a tariff of an airline of the other Contracting Party.

ARTICLE 12

Capacity

1. The designated airlines of each Contracting Party shall enjoy fair and equal opportunities to operate the agreed services in accordance with this Agreement.
2. In the operation of the agreed services, the capacity which may be provided by the designated airlines of each Contracting Party shall be such as is decided between the aeronautical authorities of the Contracting Parties before the commencement of such services by the airlines concerned and from time to time thereafter.

ARTICLE 13

Commercial Opportunities

1. The airlines of each Contracting Party shall have the following rights in the territory of the other Contracting Party:
 - (a) the right to establish offices, including offline offices, for the promotion, sale and management of air transportation;
 - (b) the right to engage in the sale and marketing of air transportation to any person directly and, at its discretion, through its agents or intermediaries, using its own transportation documents; and
 - (c) the right to use the services and personnel of any organisation, company or airline operating in the territory of the other Contracting Party.
2. In accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, the airlines of each Contracting Party shall be entitled to bring in and maintain in the territory of the other Contracting Party those of their own managerial, sales, technical, operational and other specialist staff which the airline reasonably considers necessary for the provision of air transportation. Consistent with such laws and regulations, each Contracting Party shall, with the minimum of delay, grant the necessary employment authorisations, visas or other similar documents to the representatives and staff referred to in this paragraph.
3. The airlines of each Contracting Party shall have the right to sell air transportation, and any person shall be free to purchase such transportation, in local or freely convertible currencies. Each airline shall have the right to convert their revenue into any freely convertible currency and to transfer them from the territory of the other Contracting Party at will. Subject to the national laws and regulations and policy of the other Contracting Party, conversion and transfer of revenue obtained in the ordinary course of their operations shall be permitted at the foreign exchange market rates for payments prevailing at the time of submission of the requests for conversion or transfer and shall not be subject to any charges except normal service charges levied for such transactions.
4. The airlines of each Contracting Party shall have the right at their discretion to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency or, provided this accords with local currency regulations, in freely convertible currencies.
5. (a) In operating or holding out international air transportation the airlines of each Contracting Party shall have the right, over all or any part of their route in Annex 1 to enter into code share, blocked space or other cooperative marketing arrangements, as the marketing and/or operating airline, with any other airline, including airlines of the same Contracting Party and of third parties. Subject to paragraph 5 (d) of

this Article, the airlines participating in such arrangements must hold the appropriate authority or authorities to conduct international air transportation on the routes or segments concerned.

- (b) Unless otherwise mutually determined by the aeronautical authorities of the Contracting Parties, the volume of capacity or service frequencies which may be held out and sold by the airlines of each Contracting Party, when code sharing as the marketing airline, shall not be subject to limitations under this Agreement.
 - (c) Unless otherwise mutually determined by the aeronautical authorities of the Contracting Parties, the airlines of each Contracting Party, when code sharing as the marketing airline, may exercise unrestricted traffic rights.
 - (d) The aeronautical authority of one Contracting Party shall not withhold code sharing permission for an airline of the other Contracting Party to market code share services on flights operated by airlines of third parties on the basis that the third party airlines concerned do not have the right from the first Contracting Party to carry traffic under the code of the marketing airline.
 - (e) The airlines of each Contracting Party may market code share services on domestic flights operated within the territory of the other Contracting Party provided that such services form part of a through international journey.
 - (f) The airlines of each Contracting Party shall, when holding out international air transportation for sale, make it clear to the purchaser at the point of sale which airline will be the operating airline on each sector of the journey and with which airline or airlines the purchaser is entering into a contractual relationship.
 - (g) On any sector or sectors of the routes in Section 1 of the Annex, any airline shall be entitled to perform international air transportation as a marketing carrier under code sharing arrangements with other airlines without any limitation as to change at any point or points on the route, in the type, size or number of aircraft operated.
6. The airlines of each Contracting Party shall have the right to perform their own ground-handling in the territory of the other Contracting Party, or contract with a competing agent of their choice, including any other airlines which perform ground-handling, for such services in whole or in part. Subject to national laws and regulations, each airline shall also have the right, in the territory of the other Contracting Party, to offer its services as a ground-handling agent, in whole or part, to any other airline. These rights shall be subject only to restrictions resulting from considerations of airport safety. Where such considerations preclude an airline from performing its own ground-handling or contracting with an agent of its choice for ground-handling

services, these services shall be made available to that airline on a basis of equality with all other airlines.

7. The airlines of each Contracting Party shall be permitted to conduct international air transportation using aircraft (or aircraft and crew) leased from any company, including other airlines, provided only that the operating aircraft and crew meet the applicable operating and safety standards and requirements.
8. The Contracting Parties recognise that to give effect to the rights and entitlements embodied in the Agreement the airlines of each Contracting Party must have the opportunity to access airports in the territory of the other Contracting Party on a non-discriminatory basis.
9. In respect of the allocation and grant of slots to airlines at their national airports, each Contracting Party will:
 - (a) in accordance with local slot allocation rules, procedures or practices which are in effect or otherwise permitted, ensure that the airlines of the other Contracting Party:
 - (i) are permitted fair and equal opportunity to secure slots; and
 - (ii) are afforded no less favourable treatment than any other airline in securing slots; and
 - (b) ensure that in the event of any arrangement, procedure or practice which is either established with any third party in relation to the grant of slots to the airlines of that party or is otherwise permitted for a particular foreign international airline or airlines, such opportunities are extended to the airlines of the other Contracting Party.
10. The terms of paragraph 9 of this Article will be subject to the provisions of any laws, regulations or administrative practices introduced by the Contracting Parties for the allocation of slots at their national airports.

ARTICLE 14

Approval of Schedules

1. The designated airlines of each Contracting Party shall submit their envisaged flight timetable for approval to the aeronautical authorities of the other Contracting Party, within such time as may be required by the national laws and regulations of each Contracting Party prior to the operation of the agreed services. The same procedure shall apply for any modification thereof.
2. For supplementary flights which a designated airline of one Contracting Party wishes to operate outside of its approved timetable, that airline must request prior permission from the aeronautical authorities of the other Contracting

Party. Such requests shall be submitted within such time as may be required by the national laws and regulations of each Contracting Party.

ARTICLE 15

Intermodal Services

Subject to the laws and regulations of each Contracting Party, the designated airlines of each Contracting Party shall be permitted to employ, in connection with air transportation, any intermodal transportation to or from any points in the territories of the Contracting Parties or third parties. Airlines may elect to perform their own intermodal transportation or to provide it through arrangements, including code share, with other carriers. Such intermodal transportation may be offered as a through service and at a single price for the air and intermodal transportation combined, provided that passengers and shippers are informed as to the providers of the transport involved.

ARTICLE 16

Consultations

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.
2. Subject to Articles 2 (Designation, Authorisation and Revocation) and 6 (Safety) of this Agreement, 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 mutually decided.

ARTICLE 17

Amendment of Agreement

1. This Agreement may be amended or revised by agreement in writing between the Contracting Parties.
2. Any such amendment or revision shall enter into force when the Contracting Parties have notified each other in writing that their respective requirements for the entry into force of an amendment or revision have been met.
3. If a multilateral convention concerning air transportation comes into force in respect of both Contracting Parties, this Agreement shall be deemed to be amended so far as is necessary to conform to the provisions of that convention.

ARTICLE 18

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 try to settle it 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 either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:
 - (a) within thirty (30) days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within sixty (60) days of the appointment of the second;
 - (b) if within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of ICAO to make the necessary appointment within thirty (30) days. If the President has the nationality of one of the Contracting Parties, the Vice-President shall be requested to make the appointment. If the Vice-President has the nationality of one of the Contracting Parties, the longest serving member currently serving on the Council of ICAO who does not have the nationality of one of the Contracting Parties shall be requested to make the appointment.
3. Except as hereinafter provided 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 either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (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 forty-five (45) days after the tribunal is fully constituted. Each Contracting Party may submit a reply within sixty (60) days of submission of the other Contracting Party's memorandum. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.
5. The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after the date both replies are submitted. The decision shall be taken by a majority vote.

6. The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such a 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, Vice-President or Member of the Council of ICAO in implementing the procedures in paragraph (2)(b) of this Article.

ARTICLE 19

Termination

1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its intention to terminate this Agreement. Such notice shall be communicated simultaneously to ICAO. The Agreement shall terminate at the end of the timetable period during which twelve months after the date of receipt of the notice by the other Contracting Party has elapsed, unless the notice is withdrawn by mutual decision of the Contracting Parties before the end of this period.
2. In absence 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.

ARTICLE 20

Registration with ICAO

This Agreement and any amendment thereto shall be registered with ICAO.

ARTICLE 21

Entry into Force

1. This Agreement shall enter into force on the date of the last written notification made through diplomatic channels that each Contracting Party has completed its respective requirements for the entry into force of this Agreement.
2. Upon entry into force of this Agreement, the Agreement between the Government of the Commonwealth of Australia and the Government of the Kingdom of Thailand relating to Air Services, signed in Bangkok on 26 February 1960 shall be terminated.

IN WITNESS THEREOF, the undersigned, duly authorised thereto by their respective governments, have signed this Agreement.

DONE at Bangkok, this 3rd day of August, 2017, in the English language.

For the Government of
Australia

For the Government of
Thailand

ANNEX

Section 1

ROUTE SCHEDULE

The designated airline(s) of each Contracting Party shall be entitled to perform international air transportation between points on the following routes:

Routes for the designated airline(s) of Thailand:

<u>Points in Thailand</u>	<u>Intermediate Points</u>	<u>Points in Australia</u>	<u>Beyond Points</u>
Any	Any	Any	Any

Routes for the designated airline(s) of Australia:

<u>Points in Australia</u>	<u>Intermediate Points</u>	<u>Points in Thailand</u>	<u>Beyond Points</u>
Any	Any	Any	Any

Notes:

1. The designated airline(s) of each Contracting Party may at their option omit points on any of the above routes provided that the services commence or terminate in the territory of the Contracting Party which has designated the airline.
2. The traffic rights which may be exercised by the designated airline(s) at intermediate and beyond points on the above routes shall be jointly determined between the aeronautical authorities from time to time.
3. Between points in the territory of the other Contracting Party, the designated airline(s) of each Contracting Party may only exercise own stopover rights.

Section 2

OPERATIONAL FLEXIBILITY

Subject to Section 1 of this Annex, the designated airlines of each Contracting Party may, on any or all services and at the option of each airline:

- (a) perform services in either or both directions;
- (b) combine different flight numbers within one aircraft operation;
- (c) transfer traffic from any aircraft to any other aircraft at any point on the route,

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement.