

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE
CANBERRA

**Agreement between the Government of Australia and the Government of the Republic of
Poland relating to Air Services**

(Warsaw, 28 April 2004)

Not yet in force
[2004] ATNIF 03

A G R E E M E N T
B E T W E E N
T H E G O V E R N M E N T O F A U S T R A L I A A N D
T H E G O V E R N M E N T O F T H E R E P U B L I C O F P O L A N D
R E L A T I N G T O A I R S E R V I C E S

The Government of the Government of Australia and the Government of the Republic of Poland (hereinafter, "the Contracting Parties");

Being Contracting 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 services 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 for each Contracting Party the authority or authorities as notified in writing from time to time by one Contracting Party to the other Contracting Party;
- (b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;
- (c) "Air transportation" means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire;
- (d) "Airline" means any air transport enterprise marketing or operating air transportation;
- (e) "Cargo" includes cargo and mail;
- (f) "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;
- (g) "Designated airline" means an airline or airlines designated and authorised in accordance with Article 2 (Designation, Authorisation and Revocation) of this Agreement;
- (h) "Ground handling" includes but is not limited to passenger, cargo or baggage handling, and the provision of catering facilities and/or services;
- (i) "International air transportation" means air transportation which passes through the air space over the territory of more than one State;
- (j) "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 designated airlines, including their agents, and the conditions governing the availability of such price, fare, rate or charge;
- (k) "Stop for non-traffic purposes" has the meaning assigned to it in Article 96 of the Convention;
- (l) "Territory" means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of a State whose government is a Contracting Party to this Agreement;

(m) "User charges" means a charge made to airlines by a service provider for the provision of airport, airport environmental, air navigation and aviation security facilities, for aircraft, their crews, passengers and cargo.

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, and shall identify whether the airline is authorised to conduct international air transportation.

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) the airline is incorporated and has its principal place of business in the territory of the Contracting Party designating the airline;
- (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 Contracting Party designating the airline is maintaining and administering the standards set forth in Article 5 (Safety) and Article 6 (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 subparagraphs 2 (b) or 2 (c) of this Article, the rights established by 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 5 (Safety) or Article 6 (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 designated 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; and
- (c) the rights otherwise specified in this Agreement.

2. Nothing in this Article shall be deemed to confer on the designated airline or airlines of one Contracting Party the rights to take on board, in the territory of the other Contracting Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Contracting Party.

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 designated 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, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers and crew and in relation to such cargo or aircraft of the other Contracting Party's designated airlines.

3. Neither Contracting Party shall give preference to its own or any other airline over a designated airline of the other Contracting Party engaged in similar international air services in the application of its entry, clearance, aviation security, immigration, passports, customs and quarantine, postal and similar regulations.

ARTICLE 5

Safety

1. Each Contracting Party shall recognise as valid, for the purposes of operating the international air transport provided for in this Agreement, certificates of airworthiness, certificates of competency and licences issued or validated by the other Contracting Party that are still in force, provided that the requirements for such certificates or licences at least equal the minimum standards that may be established pursuant to the Convention. Each Contracting Party may, however, refuse to recognise as valid for the purpose of flights undertaken pursuant to rights granted under Article 3 (Grant of Rights), of this Agreement certificates of competency and licences granted to or validated for its own nationals by the other Contracting Party.

2. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party including, but not limited to, the safety standards relating to aeronautical facilities, aircrews, aircraft and their operation. Such consultations shall take place within thirty (30) days of that request.

3. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards 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 that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within a reasonable time, or in any case within fifteen (15) days, shall be grounds for the application of paragraph 4 of Article 2 (Designation, Authorisation and Revocation) of this Agreement.

4. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airline or airlines of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of any 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.

5. 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 the 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.

6. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by a designated airline or airlines of one Contracting Party in accordance with paragraph 4 of this Article is denied by the representative of that designated airline or airlines the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 5 of this Article arise and draw the conclusions referred to in that paragraph.

7. Each Contracting Party reserves the right to suspend or vary the operating authorisation of a designated airline or airlines of the other Contracting Party immediately 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 to a ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

8. Any action by one Contracting Party in accordance with paragraphs 3 or 7 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 6

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation 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, opened for signature at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and any other multilateral agreement governing civil aviation security binding upon the Contracting Parties.

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 the International Civil Aviation Organization and set out in Annexes to the Convention to the extent that such security provisions and requirements are applicable to the Contracting Parties.

4. The Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

5. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraphs 3 and 4 of this Article 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.

6. 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 such incident or threat thereof as rapidly as possible commensurate with minimum risk of life.

7. With regard to aviation security, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

8. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph 4 of Article 2 (Designation, Authorisation and Revocation) of this Agreement. When required by an emergency, a Contracting Party may take action under paragraph 4 of Article 2 (Designation, Authorisation and Revocation) prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 7

User Charges

1. Charges applied in the territory of either Contracting Party to the operations of the airline or airlines designated by the other Contracting Party for the use of airports open to public use and other aviation facilities in the territory of the first Contracting Party shall be just and reasonable and collected in accordance with uniform conditions applicable without discrimination as to the nationality of the aircraft concerned.

2. Each Contracting Party shall encourage charging authorities or bodies in its territory to consult with, and provide reasonable notice of any proposed changes in user charges to, the designated airlines using the services and facilities. The Contracting Parties shall also encourage

the charging authorities and designated airlines to exchange such information as may be necessary to permit an accurate assessment of the reasonableness of the charges.

3. Reasonable charges reflect the full cost to the charging authority of providing the relevant services and facilities including a reasonable return on assets after depreciation.

ARTICLE 8

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 on the agreed services by that designated airline.

2. The aeronautical authorities of each Contracting Party may determine the nature of the statistics required to be provided by airlines under the above paragraph, and shall apply these requirements on a non-discriminatory basis.

ARTICLE 9

Customs Duties and Other Charges

1. Aircraft operated in international air transportation by the designated airline or airlines of either Contracting Party shall be exempt from: all import restrictions; customs duties; excise taxes; and similar fees and charges imposed by national authorities. Component parts and normal aircraft equipment for the repair, maintenance and servicing of such aircraft shall be similarly exempt.

2. The following items shall be exempt from: all import restrictions; customs duties; excise taxes; and similar fees and charges imposed by national authorities, whether they are introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party or supplied to a designated airline of one Contracting Party in the territory of the other Contracting Party. These exemptions shall apply even when these supplies are to be used on any part of a journey performed over the territory of the other Contracting Party in which they have been taken on board:

- (a) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the territory of the other Contracting Party;
- (b) fuel, lubricants (including hydraulic fluids) and consumable technical supplies;
- (c) spare parts including engines;

provided in each case that they are for use on board an aircraft in connection with the establishment or maintenance of an international air service by the designated airline concerned.

3. The exemptions provided by this Article shall not extend to charges based on the cost of services provided to the designated airlines of a Contracting Party in the territory of the other Contracting Party.

4. The normal aircraft equipment, as well as spare parts (including engines), supplies of fuel, lubricants (including hydraulic fluids) and other items mentioned in paragraphs 1 and 2 of this Article retained on board the aircraft operated by the designated airlines of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that Party. Aircraft stores intended for use on the designated airlines' services may, in any case be unloaded. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities until they are re-exported or otherwise disposed of in accordance with the Customs laws and procedures of that Contracting Party.

5. Advertising materials having no commercial value used by the designated airline or airlines of one Contracting Party in the territory of the other Contracting Party shall be exempt from all import restrictions, customs duties, excise taxes and similar fees and charges imposed by national authorities.

6. The exemptions provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article, provided such other airline or airlines similarly enjoy such reliefs from such other Contracting Party.

7. Passengers, hold 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 shall not undergo any examination except for reasons of aviation security, narcotics control or in special circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 10

Tariffs

1. Each Contracting Party shall allow each designated airline to determine its own tariffs for the transport of traffic.

2. Unless required by domestic law, tariffs charged by designated airlines shall not be required to be filed with the aeronautical authorities of either Contracting Party.

3. Tariffs charged by designated airlines shall be subject to the competition and consumer laws of both Contracting Parties.

ARTICLE 11

Capacity

1. There shall be a fair and equal opportunity for the designated airlines of both Contracting Parties to conduct international air transportation in accordance with this Agreement.
2. In the conduct of international air transportation the designated airlines of each Contracting Party shall take into consideration 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 capacity which may be operated by the designated airlines of each Contracting Party, on air services performed for the carriage of international traffic to and from the territory of the other Contracting Party, in accordance with paragraph 1 (c) of Article 3 of this Agreement, shall be such as is decided between the aeronautical authorities of the Contracting Parties before the commencement of such services by the designated airlines concerned and from time to time thereafter.

ARTICLE 12

Commercial Opportunities

1. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of their rights and entitlements set out in this Agreement, including, but not limited to, restrictions upon the sale of air transportation, the payment for goods, services or transactions, or the repatriation of excess currencies by designated airlines, and the import, installation and use of computer equipment.
2. To the extent that the aeronautical authorities of either Contracting Party believe that their designated airlines are being subjected to discrimination or unfair practices, they shall give notice to this effect to the aeronautical authorities of the other Contracting Party. Consultations, which may be through the diplomatic channel, shall be entered into as soon as possible after notice is given unless the first Contracting Party is satisfied that the matter has been resolved in the meantime.
3. The designated airlines of each Contracting Party shall be entitled in accordance with the laws and regulations of the other Contracting Party relating to entry, stay, and employment, to bring in and maintain in the territory of the other Contracting Party managerial and other highly skilled specialist staff required for the provision of air transportation.
4. The designated airlines of each Contracting Party shall have the right to establish offices, representations and/or branches in the territory of the other Contracting Party for the purposes of provision, promotion and sale of air services in accordance with the applicable national laws and regulations of the other Contracting Party. Each designated airline shall have the right to engage in

the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents. Each designated airline shall have the right to use for this purpose its own transportation documents.

5. The designated airlines of each Contracting Party shall have the right to sell air transportation in local or freely convertible currencies, and to convert their funds 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 funds 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.

6. The designated 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.

7. At its option, each designated airline shall, in the territory of the other Contracting Party, have the right to perform, in accordance with the internal laws and regulations of the other Contracting Party, its own ground handling or contract with a competing agent of its choice, including any other airlines which perform ground handling, for such services in whole or in part. These rights shall be subject to restrictions resulting from considerations of airport safety or security. Where such considerations preclude a designated 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 designated airline on a non-discriminatory basis with all other airlines.

ARTICLE 13

Consultations

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.

2. Except as otherwise provided in Articles 5 (Safety), and 6 (Aviation Security), such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise mutually decided.

ARTICLE 14

Amendment of Agreement

1. This Agreement may be amended or revised by agreement in writing between the Contracting Parties.
2. Any amendment or revision shall enter into force on the date on which 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 fulfilled.
3. If a multilateral convention concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be deemed to be amended so far as is necessary to conform with the provisions of that convention.

ARTICLE 15

Settlement of Disputes

1. Any disputes relating to the interpretation or application of this Agreement which cannot be settled by negotiations between the Contracting Parties, either through discussion, correspondence or the use of diplomatic channels, shall, at the request of either Contracting Party, be submitted to an arbitral tribunal.
2. Within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a note through the diplomatic channel requesting arbitration of the dispute by a tribunal, each Contracting Party shall nominate an arbitrator. Within a period of sixty (60) days from the appointment of the arbitrator last appointed, the two arbitrators shall appoint a president who shall be a national of a third State. If within sixty (60) days after one of the Contracting Parties has nominated its arbitrator, the other Contracting Party has not nominated its own or, if within sixty (60) days following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the president, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to appoint an arbitrator or arbitrators as the case requires. If the President of the Council is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.
3. Except as otherwise determined 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. Replies shall be due within sixty (60) days. 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.
4. The tribunal shall attempt to give a written decision within thirty (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.

5. 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 request.
6. Any arbitration decision reached pursuant to this Article is binding on both Contracting Parties.
7. Each Contracting Party shall pay the expenses of the arbitrator it has nominated. The remaining expenses of the arbitral tribunal shall be shared equally between the Contracting Parties.
8. If and for so long as either Contracting Party fails to comply with a decision under paragraph 6 of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default, informing the other Contracting Party of its decision.

ARTICLE 16

Termination

1. Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization (ICAO). The Agreement shall terminate at midnight (at the place of receipt of the notice to the other Contracting Party) immediately before the first anniversary of the date of receipt of notice by the Contracting Party, unless the notice is withdrawn by agreement of the Contracting Parties before the end of this period.
2. In default of acknowledgement of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which ICAO acknowledged receipt thereof.

ARTICLE 17

Registration with the International Civil Aviation Organization

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

ARTICLE 18

Entry into Force

1. This Agreement shall remain in force indefinitely, unless terminated in accordance with Article 16 (Termination).
2. This Agreement shall enter into force on the date on which the Contracting Parties shall have notified each other in writing that their respective requirements for the entry into force of this Agreement have been fulfilled.

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

DONE at Warsaw, this twenty eighth day of April, 2004,
in duplicate in the English and Polish languages, both texts being equally authentic.

For the Government
of Australia

Patrick Lawless
Ambassador

For the Government
of the Republic of Poland

Krzysztof Kapis
Chairman of the Civil Aviation Office

ANNEX

Section 1

ROUTE SCHEDULE

Part I

Routes to be operated in either or both directions by the designated airline(s) of Australia:

Points in Australia	Intermediate Points	Points in Poland	Points Beyond
Any	Any	Any	Any

Part II

Routes to be operated in either or both directions by the designated airline(s) of Poland:

Points in Poland	Intermediate Points	Points in Australia	Points Beyond
Any	Any	Any	Any

Notes:

1. Points on the specified routes may, at the option of the designated airlines concerned, be omitted on any or all flights provided that the service either begins or terminates at a point in the territory of the Contracting Party designating the airline.

2. The designated airlines may at their option, on any or all flights:
 - (a) combine different flight numbers within the one aircraft operation; and
 - (b) transfer traffic from any of its aircraft to any of its other aircraft at any points on the routes.

3. Intermediate and beyond points not listed in the above routes may be served at the option of the designated airlines provided that no traffic is uplifted or discharged between such points and points in the territory of the other Contracting Party.

4. The traffic rights to be exercised shall be as decided between the aeronautical authorities of the Contracting Parties from time to time.

Section 2

CHANGE OF GAUGE

Subject to it performing the type of air transportation for which it is authorised under this Agreement, on any sector or sectors of the routes in Section 1 of this Annex, any designated airline may perform air transportation, including as a non-operating airline, under co-operative marketing arrangements, including code sharing, with other airlines, without any limitation as to change at any point or points on the route, in the type or number of aircraft operated, provided that, all operations involving change of aircraft shall be conducted in conformity with Article 11 of this Agreement.

