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**Legislative Decree No. (3) of 2000, ratifying the Air Services Convention between the Government of the State of Bahrain and the Government of the Islamic Republic of Iran**

We, Hamad bin Isa Al Khalifa, Emir of the State of Bahrain;

Having reviewed the Constitution;

Emiri Order No. (4) of 1975,

And the Air Services Convention between the Government of the State of Bahrain and the Government of the Islamic Republic of Iran signed in Bahrain on 8 February 2000,

And upon the submission of the Minister of Transportation,

And after the approval of the Council of Ministers,

**Hereby Decree the following Law:**

**Article One:**

The Air Services Convention between the Government of the State of Bahrain and the Government of the Islamic Republic of Iran signed in Bahrain on 8 February 2000, and attached to this law, has been ratified.

**Article Two**

The Ministers - each within his jurisdiction - shall implement this Law, and it shall come into force upon its publication in the Official Gazette.

**Emir of the State of Bahrain**

**Hamad bin Isa Al Khalifa,**

Issued at Riffa Palace:

On: 15 Dhu Al-Qi'dah 1420 AH.

**Corresponding to:** 20 February 2000

**Air Transport Convention between the Government of the State of Bahrain and the Government of the Islamic Republic of Iran**

**Introduction:**

The Government of the State of Bahrain and the Government of the Islamic Republic of Iran, referred to as the “Contracting Parties”, as parties to the Convention on International Civil Aviation, which was presented for signature in Chicago on the seventh day of December 1944 (16/9/1323). Desiring to conclude an agreement with a view to establishing and operating regular air services between and beyond their territories,

Have agreed as follows:

**Article One**

**Definitions**

1 - For the purposes of the Agreement, unless the context requires otherwise:

a- The term “Convention” means the Convention on International Civil Aviation, which was submitted for signature in Chicago on the seventh day of December 1944 (16/9/1323), and includes any supplement adopted under Article (90) of that Convention, and any amendment to the annexes of that convention under Articles (90) and (94) of this convention, provided that those annexes and amendments have entered into force or have been ratified by both of the contracting parties.

b - For the Government of the State of Bahrain, the term “Aviation Authorities” means the Ministry of Transportation represented by Civil Aviation Affairs, and for the Government of the Islamic Republic of Iran, it means the Civil Aviation Authority, or in both cases any person or body authorised to exercise any specific function related to this Agreement.

c- The term “designated airline” means one or more airlines that have been designated and authorised in accordance with Article four of this Agreement.

d - The term “tariff” means the fees paid for the carriage of passengers, luggage, and goods, and the conditions for applying these fees, including the fees and conditions of the agency and additional services, but excluding the fees and conditions of mail transportation.

e- The term “territory” in relation to the state shall mean the adjacent lands and territorial waters that fall under the sovereignty of that state.

f - The expressions “air service,” “international air service,” “airline,” and “stopover for purposes other than transportation” shall have the meaning specified for each of them in Article (96) of the Convention.

g - The term “capacity” in relation to an aircraft means the load available for that aircraft on the air route or on part of it, and the term “capacity” in relation to “agreed-upon services” means the load of the aircraft used for this service multiplied by the number of flights performed by the aircraft during a specific period on the air route or part of it.

2 - It is understood that the headings placed at the head of each article of this Convention do not limit or expand in any way the meaning of any text of this Agreement.

**Article Two**

**Extent of application of the Chicago Convention**

The provisions of the present Convention are subject to the provisions of the Convention insofar as these provisions apply to international air services.

**Article Three**

**Granting rights**

1 - Each Contracting Party grants the other party the rights set forth in this Convention in order to establish and operate regular international services on the routes specified in the route schedule attached to this agreement. These services and routes will be called, respectively, “agreed-upon services” and “specified routes”.

2 - The airline designated by either contracting party shall enjoy the following rights, when it provides agreed-upon services on the specified routes:

a- The right to fly without landing over the territory of the other contracting party.

b - The right to stop in that territory for purposes other than transportation, and

C - Stopping in the territory of the other contracting party at the points specified on that route in the table attached to this Convention in order to pick up and drop off passengers, freight and mail.

3 - What is stated in paragraphs (1) and (2) of this article cannot be considered as granting the airline of one of the contracting parties the right to transport from the territory of the other contracting party passengers, freight, and mail in exchange for a fee or a compensation to another point in the territory of the other contracting party.

4 - The operation of such services, in areas subject to armed conflict or military occupation and areas affected by this, is subject to the approval of the competent authorities.

**Article Four**

**Designation of Airlines**

1 - Either Contracting Party has the right to notify the other Contracting Party in writing of the appointment of one or more airlines to operate the agreed-upon services on the specified routes. It also has the right to withdraw or amend this appointment.

2 - Upon receipt of this notification, the aviation authorities of the other Contracting Party must issue an operating licence to the designated air transport establishment or establishments without delay, taking into account the provisions of Paragraph (3) of this Article and Paragraph (1) of Article Five.

3- The aeronautical authorities of either of the two contracting parties may request the airlines designated by the other contracting party to prove to them that they meet the conditions specified in the laws and regulations in force and which are usually applied to the operation of air services in accordance with the provisions of the Convention.

4- Either of the contracting parties has the right not to grant the operation licence referred to in Paragraph (2) of this Article, or to impose what it deems necessary of these conditions on the exercise by the designated airlines of the rights specified in Article (3) of the present agreement, and this is in any case in which that party is not convinced that a significant part of the ownership and actual management of that institution is in the hands of the Contracting Party that appointed it or in the hands of its nationals.

5 - When an airline is appointed and licensed, it can, at any time, begin operating the agreed-upon services, provided that the tariff established for that purpose in accordance with the provisions of Article (15) of this Convention is effective for that service.

**Article Five**

**Suspension and Withdrawal of Operation Licences**

1 - Either Contracting Party has the right to cancel the operation licence, or stop any airline designated by the other Contracting Party from enjoying the rights set forth in Paragraph (2) of Article Three of this Agreement, or impose whatever conditions it deems necessary for exercising these rights:

a - In any case in which that Party is not satisfied that a significant part of the ownership and actual management of this airline is in the hands of the Contracting Party that appointed it or in the hands of its nationals, or

b - If that airline fails to comply with the laws and regulations in force in the contracting party that granted these rights, or

c - In the event that the airline fails to operate in accordance with the conditions stipulated in this agreement.

2- Unless the immediate withdrawal, suspension or imposition of the conditions mentioned in Paragraph (1) of this Article is necessary to prevent continued breach of laws and regulations, this right shall not be exercised except after consultation with the other contracting party.

**Article Six**

**Airport Fees**

1 - Each contracting party must allocate in its territory an airport, or several airports, for use by airlines designated by the other contracting party on specified routes. It is also required to provide at those airports facilities related to aviation, meteorology as well as other services necessary to operate in the agreed-upon services.

2 - The fees imposed by either contracting party on the aircraft of the airlines designated by the other contracting party in exchange for their use of airports and aviation facilities for others may not be higher than those fees paid by its national aircraft operating in similar international services.

**Article Seven**

**Exemption from Customs Taxes and other Fees**

1. Aircraft operated by airlines designated by either Contracting Party operating on international airlines, as well as quantities of fuel, lubricants and other technical materials intended for consumption, spare parts, ordinary equipment and storage of aircraft on board the aircraft of the airlines of either Contracting Party and licensed for route operation, and air services under this Agreement, upon arrival in or departure from the territory of the other Contracting Party, even if such supplies are used or consumed by such aircraft during the exploitation of flights through that territory, shall be exempt from customs duties, inspection fees and other national taxes and fees on the basis of reciprocity.

2 - Aviation fuel, lubricating oils, other technical materials intended for consumption, spare parts, regular equipment, and aircraft storage that are brought into the territory of either contracting party by the other contracting party, for the purpose of using them on that party’s aircraft, shall be exempted from customs duties, inspection fees, taxes and other local fees on the basis of reciprocity.

3 - Aviation fuel, lubricating oils, other technical materials intended for consumption, spare parts, and aircraft storage supplied to the aircraft of the airlines of either Contracting Party in the territory of the other Contracting Party for use in international services, shall be exempted from customs duties, inspection fees, taxes and other local fees on the basis of reciprocity.

4 - Ordinary equipment used for aviation purposes, as well as materials and supplies normally kept on board the aircraft of airlines designated by 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, and in such a case this equipment can be placed under the supervision of these authorities until it is re-exported or disposed of in accordance with customs regulations.

5 - Passengers, baggage and goods during direct transit through the territory of any of the contracting parties and within the borders of the airport are subject to simplified procedures. In this case, luggage and goods are exempt from customs duties and any similar taxes.

6 - Official documents bearing the logo of airlines, luggage tags, travel tickets, air waybills, boarding passes, flight schedule booklets, office equipment, reservation machines, and uniforms, advertising materials, promotional materials, ground equipment, and communications equipment that are brought into the territory of either Contracting Party for the purpose of being used exclusively by airlines designated by the other Contracting Party are also exempt from all fees and taxes on the basis of reciprocity.

**Article Eight**

**The Principles Governing the Exploitation of Agreed-Upon Services**

1 - The airlines designated by both contracting parties shall be treated fairly and equally, enabling them to enjoy fair opportunities when exploiting the agreed-upon services on the specified routes.

2- The designated airlines of either Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to unduly affect the air services provided by the other Party on the same routes, or part thereof.

3 - The main objective of the agreed-upon air services provided by the airlines designated by the Contracting Parties must be to secure capacity at a reasonable load rate, commensurate with the existing and reasonably expected requirements for the transport of passengers, freight and mail between the territory of the contracting party that designated the air transport enterprises and the territory of the other contracting party.

4 - In accordance with the principles mentioned in paragraphs (1), (2) and (3) of this article, the airlines designated by either contracting party can provide additional capacity to keep pace with the requirements of movement between the territory of the other contracting party and the regions located in other countries listed in the route schedules attached to the current regions.

5- The capacity provided, including the number of flights, and the type of aircraft intended to be used by the designated airlines of the two contracting parties for the agreed-upon services, must be approved by the aviation authorities, according to the recommendations provided by the designated airlines. These institutions must implement their recommendations after consultation between them, taking into account the principles mentioned in paragraphs (1), (2) and (3) of this article.

6- In the event that the designated airlines of the two contracting parties fail to reach an agreement in this regard, the aeronautical authorities of both contracting parties shall resolve the issues referred to in paragraph (5) above. The capacity provided by the designated airlines shall remain unchanged until such agreement is reached.

**Article Nine**

**Approval of the Flight Schedule**

The designated airlines of any contracting party shall submit their schedules to the aeronautical authorities of the other contracting party for approval at least thirty (30) days prior to the commencement of operating the agreed-upon services. These schedules must include the nature of operation, the type of aircraft to be used, the flight program, and any information related to this operation, and this applies to any subsequent amendments. In special cases, the aforementioned period may be reduced with the approval of the above-mentioned authorities.

**Article ten**

**Provide Statistics**

The aeronautical authorities of each of the two Contracting Parties shall provide the aeronautical authorities of the other Contracting Party, upon their request, with information and statistics relating to traffic transported by agreed-upon services by the designated transport organisations to and from the territory of the other Contracting Party, which is usually prepared and submitted by airlines to the national aviation authorities in their territory This data must include details of the volume of traffic and the destinations distributed to it.

**Article Eleven**

**Application of Laws and Regulations**

1- The laws and regulations of either contracting party apply to the navigation and operation of aircraft of airlines by the other party, during their entry into the territory of the other contracting party, their presence in it, flying over it and leaving it.

2 - The laws and regulations of either Contracting Party regarding the entry of passengers, aircrew, goods, and mail into its territory, as well as the entry and exit procedures, immigration, customs, health, and quarantine, shall apply to passengers, aircrew, goods and mail transported by institutions designated by the other Contracting Party while they are in this territory.

3- Each contracting party shall provide, upon request, the other contracting party with copies of the laws and regulations referred to in this Article.

4 - The airlines designated by either Contracting Party have the right to have their own offices, and to appoint a general agent or public agent for their sales in the territory of the other Contracting Party. The general agent or public sales agent shall be appointed in accordance with the laws and regulations of that party.

**Article Twelve**

**Revenue Transfer**

The revenues generated by the airlines designated by the contracting parties shall be transferred according to the foreign exchange regulations in force in both countries, and the two parties must provide everything necessary to facilitate the process of transferring these revenues after deducting the due expenses.

**Article Thirteen**

**Recognition of Certificates and Licences**

Certificates of validity, certificates of eligibility, and licences issued or deemed valid by one of the contracting parties and still in effect are recognised as valid by the other contracting party for the purpose of operating the agreed-upon services on the routes designated for that purpose in accordance with this agreement, provided that the requirements for those certificates and licences granted or approved are equivalent to or exceed the minimum specifications established in accordance with the Convention. Each contracting party reserves the right not to recognise certificates of eligibility and permits granted to its nationals, or deemed valid by the other contracting party, or by any other country for the purpose of flying over its territory.

**Article Fourteen**

**Aviation Security**

1- The Contracting Parties reaffirm, in accordance with their rights and obligations under international law, that their commitment to the other to protect civil aviation to ensure its safety from acts of unlawful interference constitutes an integral part of this Agreement. Without restricting the generality of their rights and obligations under international law, the contracting parties must act in particular in accordance with the provisions of the Convention relating to violations and certain other acts committed on board aircraft, signed in Tokyo on 14 September 1963 (23/6/1342), and the Convention for the Suppression of Unlawful Seizure of Aircraft, signed in The Hague on 16 December 1970 (25/9/1394), and the Convention for the Suppression of Unlawful Acts Committed against the Safety of Civil Aviation, signed in Montreal on 23 September 1971 (corresponding to 1/7/1350).

2 - Each Contracting Party shall, upon request, provide to the other party all necessary assistance to prevent acts of illegal seizure of civil aircraft, and other unlawful acts committed against the safety of those aircraft, their passengers and crews, airports, air navigation equipment and services, and to prevent any further threat to civil aviation security..

3 - The two contracting parties must act in accordance with their mutual relationship, in accordance with the international civil aviation security provisions, which are specified in the form of annexes to the Convention on International Civil Aviation to the extent that these security provisions apply to the two parties, and they must oblige operators of aircraft registered with them, or operators whose main business centre is, or their main place of residence in their respective territory, and airport operators in their respective territory by acting in accordance with the aforementioned aviation security provisions.

4 - Each Contracting Party agrees that its aircraft operators may be required to observe the security provisions referred to in paragraph (3) above, which are required by the other Contracting Party for entry into, departure from, or while in the territory of that other Contracting Party, and that each Contracting Party must ensure the effective application of appropriate procedures within its territory for the protection of aircraft, screening of passengers, crew, other baggage, goods, and aircraft storage before and during boarding or loading.

Each Contracting Party must take into account positively any request made by the other Party in order to reach the application of reasonable security rules to address any particular threat.

5 - When an incident occurs or there is a threat of illegal seizure of civil aircraft, or any illegal acts committed against the safety of those aircraft, their passengers, their crews, airports, or equipment and air navigation services, the two contracting parties agree to cooperate to facilitate communications and other appropriate measures aimed at ending the incident quickly and safely.

**Article Fifteen**

**Tariffs**

1 - The transport tariff charged by the airline appointed by either contracting party for the agreed-upon services shall be determined at reasonable levels, taking into account all relevant factors, in particular operating costs, reasonable profit, service advantages, and the tariffs of other airlines that operate on the same regular lines shall apply to the whole or part of the air route.

2- The tariff mentioned in Paragraph (1) of this Article shall be determined by agreement, if possible, between the airlines designated by the two contracting parties, after consultation with other airlines operating the designated route in whole or in part and such an agreement shall, if possible, be concluded using IATA's fare setting procedures.

3 - The tariff specified in this manner shall be submitted for approval by the aviation authorities of both Contracting Parties at least (60) days before the expected date of its entry into force. In special cases, this period may be reduced with the approval of these authorities.

4- Approval of this is issued expressly, and if no aviation authority expresses its disagreement with it within (30) days from the date of submitting the application in accordance with paragraph (3) of this article, then the tariff is considered approved, and in the event of an agreement to reduce the period according to what is stipulated in Paragraph (3) above, the aviation authorities can agree on a deadline for notification of refusal of less than (30) days.

5 - If the tariff is not agreed upon in accordance with Paragraph (2) of this Article, or if the aviation authorities, during the period that must be applied in accordance with Paragraph (4) of this Article, notify the other aviation authorities of their rejection of the agreed-upon tariff in accordance with the provisions of Paragraph (2) of this Article, then in this case the aviation authorities of the two contracting parties seek to determine a tariff by mutual agreement.

6 - If the aviation authorities are unable to agree on the tariff submitted to them in accordance with Paragraph (3) of this Article, or on determining the tariff in accordance with Paragraph (5) of this Article, then in this case the dispute will be settled in accordance with the provisions of Article (18) of this Agreement.

7 - The tariff established in accordance with the provisions of this Article shall remain in effect until a new tariff is established.

**Article Sixteen**

**Code share**

1 - When operating or establishing licensed services on agreed-upon routes, any airline designated by one of the two contracting parties can enter into arrangements in the field of shared flight codes with:

A - An airline belonging to one of the contracting parties.

B - The airline or airlines of the other Contracting Party, provided that all airlines linked to these arrangements hold the necessary licence for this, and that these arrangements comply with the necessary requirements in this regard.

**Article Seventeen**

**Consultation and Modification**

1 - In the spirit of close cooperation, the two contracting parties, or their aviation authorities, shall consult from time to time with the aim of ensuring the implementation of the provisions of this Convention and its annexes in a satisfactory manner.

2 - If one of the contracting parties considers it desirable to amend the provisions of this Convention and its annexes, he can request consultation with the other contracting party, and this consultation must begin within (60) days from the date of the request.

Any agreed upon amendments must enter into force after being confirmed by the exchange of diplomatic notes between the contracting parties.

3 - If the amendments relate to the provisions of the agreement, other than those contained in the Appendix to the routes Schedule, then they must be approved by each contracting party in accordance with the constitutional procedures in force in each of the contracting parties.

4- Amendments to the route schedule annexed to this Convention may be the subject of direct agreement between the aviation authorities of both contracting parties.

5 - Any amendments or changes made to this Convention must enter into force in accordance with the provisions of Article (22) of this agreement.

**Article Eighteen**

**Settlement of Disputes**

1- If any dispute arises between the two contracting parties as a result of the interpretation or application of this Convention or its annexes , they must first resolve the dispute through negotiations between them.

2- If the two contracting parties fail to reach a settlement of the dispute through negotiation, they may agree to refer the dispute to an arbitral tribunal or a person for adjudication. If they do not agree on this in accordance with Paragraph (1) above, the dispute shall be referred, upon the request of either contracting party, in accordance with the relevant laws and regulations of each of them, to a panel composed of three arbitrators to decide on it. Each contracting party shall appoint one arbitrator, and the two appointed arbitrators shall agree to choose the third arbitrator. Each of the contracting parties shall appoint an arbitrator within sixty days from the date of receipt of a memorandum by one of the contracting parties from the other contracting party through diplomatic channels in which he requests that the dispute be referred to such a body, and that the third arbitrator be selected within another sixty days. If either Contracting Party is unable to appoint its own arbitrator within the specified period, or if the third arbitrator is not appointed within the specified period, either Contracting Party may request the President of the International Civil Aviation Organisation to appoint one or more arbitrators as the case requires. In such a case, the third arbitrator must be a national of a third country and preside over the arbitration panel.

3 - Each contracting party shall bear the expenses of the appointed court in addition to the expenses of its representation arising from the arbitral tribunal, and both contracting parties shall bear equally the expenses of the third arbitrator and any other expenses.

4 - The two contracting parties undertake to implement any decision promulgated in accordance with Paragraph (2) of this Article.

**Article Nineteen**

**Termination of the Agreement**

1 - Each Contracting Party may, at any time, notify the other Contracting Party in writing of its desire to terminate this Agreement, provided that this notification is communicated at the same time to the International Civil Aviation Organisation.

2- In this case, the validity of this agreement shall expire after the expiry of twelve months from the date of receipt of the aforementioned notification by the other contracting party, unless this notification is withdrawn by mutual agreement between the two contracting parties before the expiration of this period. If the other contracting party does not acknowledge receipt of the notification, it shall be deemed to have received it fourteen days after the International Civil Aviation Organisation received the notification.

**Article Twenty**

**compliance with Multilateral Conventions**

This Agreement and its Annexes shall be amended so as to be compatible with any multilateral convention that may become binding on the Contracting Parties.

**Article Twenty One**

**Registration with the International Civil Aviation Organisation**

This agreement and its annexes, and any amendments thereto, shall be registered with the International Civil Aviation Organisation.

**Article Twenty Two**

**Entry Into Force**

This Convention shall enter into force as of the date of the last notification by any contracting party to the other party, through which it confirms the completion of its constitutional procedures in this regard.

In witness thereof, the undersigned, based on the authorisation given to each of them by his government, have signed this agreement.

Done in Bahrain on 8 February 2000 corresponding to 3 Dhu al-Qi`dah 1420 A.H. (19/11/1378) in two original copies in the Arabic, Persian and English languages, all texts being equally authentic, and in the event of any dispute over the interpretation of these texts, the English text shall prevail.

**For the Government of the State of Bahrain**

**For the Government of the Islamic Republic of Iran**

**Ibrahim Abdullah Al-Hamar**

**Behzad Mazaheri**

**Undersecretary for Civil Aviation Affairs Undersecretary of the Ministry of Roads and Transport**

**President of the Civil Aviation Authority**