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**Published on the website on May 2024**

**Legislative Decree No. (25) of 2000, ratifying the Air Services Convention between the Government of the State of Bahrain and the Government of the Syrian Arab Republic**

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 Syrian Arab Republic, signed in Manama, the State of Bahrain, on 21 Jumada al-Akhir 1421 A.H., corresponding to 20 September 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 Syrian Arab Republic, signed in Manama, the State of Bahrain, on 21 Jumada al-Akhir 1421 A.H., corresponding to 20 September 2000, attached to this Law, has been ratified.

**Article Two**

The Minister of Transportation shall implement this Law, and it shall come into force from the date of its publication in the Official Gazette.

**Emir of the State of Bahrain**

**Hamad bin Isa Al Khalifa**

Issued at Riffa Palace:

On: 16 Rajab 1421 A.H.

**Corresponding to:** 14 October 2000.

**Agreement between the Government of the State of Bahrain and the Government of the Syrian Arab Republic regarding air Services between their Regions and Beyond**

The Government of the State of Bahrain and the Government of the Syrian Arab Republic, as parties to the Convention on International Civil Aviation, which was presented for signature in Chicago on the seventh day of December 1944. And their desire to conclude an agreement complementary to the aforementioned Convention with a view to establish air services between their territory and beyond.

Have agreed as follows:

**Article (1)**

**Definitions**

For the purposes of this Agreement, unless the text requires otherwise:

a) The term “Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any annex adopted based on it and any amendment to the Annexes or the Convention under Articles (90) and (94) thereof, provided that such annexes and amendments have entered into force or been ratified by each of the Parties.

b) In relation to the Government of the State of Bahrain, the expression “Aviation Authorities” means the Ministry of Transportation represented in Civil Aviation Affairs, or in relation to the Government of the Syrian Arab Republic, the Minister of Transport, the General Directorate of Civil Aviation, or any body or person entrusted to carry out the functions currently exercised by the aforementioned authority.

c) The term “designated airline” means a company / or airline that has been designated and licensed pursuant to Article Three of this Agreement.

d) For any State, the expression “territory” shall have the meaning given to it in Article Two of the Convention.

e) The terms "air service", "international air service", "airline" and “landing for non-commercial purposes” shall have the meanings defined in Article ninety sixth of the Convention.

f) The term “capacity” in relation to any aircraft shall refer to the revenue-generating capacity available for that aircraft on the route or on a sector thereof.

g) In relation to the agreed-upon service, the term “capacity” means the capacity of the aircraft used on this service multiplied by the number of times this aircraft is operated in a specific period or on a specific route or sector thereof.

h) The term “Schedule of Routes” means the Schedule of Routes annexed to this Agreement and any amendments thereto as agreed upon in accordance with the provisions of Article 16 of this Agreement.

The Schedule of Routes constitutes an integral part of this Agreement.

**Article (2)**

**Granting rights**

1.) Each Contracting Party shall grant the other Contracting Party the rights stipulated in this Agreement in order to establish and operate regular international air services on the routes specified in the route schedules attached to this Agreement. These services and routes are hereinafter called “agreed-upon services” and “specific routes” respectively. The airline designated by each Contracting Party, while operating the agreed-upon service on a specific route, shall enjoy the following rights:

a- Flying without landing through the territory of the Other Contracting Party.

b- Stopping in the aforementioned territory for non-commercial purposes.

c- Picking up and dropping off passengers, goods, and mail at any point on the specified routes

in accordance with the provisions contained in the route schedules attached to this Agreement.

2.) The text of the first paragraph of this Article does not give the airline of one of the Contracting Parties the right to take from the territory of the Contracting Party passengers, goods, or mail in exchange for a fee or a fee to another point in the territory of that Contracting Party.

**Article (3)**

**Appointment of Airlines**

1.) Each of the Contracting Parties has the right to designate - and notify the Other Contracting Party in writing - one or more airlines to operate in the agreed-upon services on the specified routes.

2.) Subject to the provisions of Paragraphs (3) and (4) of this Article, immediately upon receipt of such notification, the Other Contracting Party shall grant the designated airline the operation licences without delay.

3.) The aviation authorities of either Contracting Party may require the airline designated by the Other Contracting Party to evidence compliance with the requirements specified in laws and regulations normally applied by those authorities in a reasonable manner for the operation in international air services, in accordance with the provisions of the Convention.

4.) Each of the Contracting Parties reserves the right not to grant the operation licences referred to in the second paragraph of this Article or to impose whatever conditions it deems necessary on the exercise by the designated airline of the rights specified in Article Two of this Agreement, this is in any case in which this Contracting Party is not convinced that a “significant” part of the ownership and management of this airline is in the hands of the Contracting Party that appointed it or in the hands of its nationals.

5.) The designated airline, duly licensed as such, may commence the operation in the agreed-upon services at any time, provided that it has established tariffs in accordance with the provisions of Article Nine of this Convention, and such tariffs have become effective for that service.

**Article (4)**

**Cancellation or Suspension of Operation Licences**

1.) Each of the Contracting Parties shall retain the right to cancel the operation licence or suspend the airline designated by the Other Contracting Party from exercising the rights limited in Article Two of this Convention or impose any necessary conditions on the exercise of these rights, in the following cases:

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

B- In the event that the aforementioned airline fails to comply with the laws or regulations in force in the Other Contracting Party that granted these rights. or

C- In the event that the airline does not operate in accordance with the conditions stipulated in this Agreement.

2.) Cancellation, suspension, or imposition of the conditions referred to in Paragraph (1) of this Article shall not be made except after consultation with the other Contracting Party unless it is necessary to do so immediately to prevent continued violation of laws and regulations.

3.) The rights of the Other Contracting Party stipulated in Article (13) of this Agreement may not be infringed in the event that one of the Contracting Parties takes the above-mentioned measures.

**Article (5)**

**Exemption from Customs Taxes and Other Fees**

1.) Aircraft operated in air services by the designated airline of either Contracting Party as well as supplies of fuel, lubricants, spare parts, and ordinary equipment of aircraft and aircraft insurers (including food, beverages, and tobacco), upon arrival in the territory of the other Contracting Party or placed by aircraft of that territory for use solely by or on board the aircraft of that Contracting Party, shall be exempt from customs duties, inspection fees, and any similar duties or taxes in the territory of the other Contracting Party, even if those supplies were consumed on the flights of these aircraft within that territory.

2.) Supplies of fuel, lubricants, spare parts, and equipment for aircraft and aircraft supplies (including food, beverages, and tobacco) maintained on an aircraft belonging to the airline designated by one of the Contracting Parties shall be exempt from customs duties, inspection fees, and any similar duties or taxes in the territory of the other Party even if such supplies are consumed on the flights of such aircraft within that territory, and the goods exempted therein may not be disembarked accordingly except with the consent of the customs authorities of the other Contracting Party. Goods intended for re-export shall be placed under customs control until they are re-exported under the supervision of customs authorities.

3.) The fees imposed or authorised by either Contracting Party on the airline designated by the other Contracting Party for its use of airports and other facilities under its management shall not be higher than those paid by the national airlines of that Party operating on similar international services for their use of the same airports and other facilities.

**Article (6)**

**Application of Laws and Regulations**

**1.)**The laws and regulations in force in either Contracting Party shall apply to the navigation and operation of aircraft of the airline designated by one of the Contracting Party while they enter, remain in, depart from, or pass over the territory of the other Contracting Party.

2.) The laws and regulations in force in either Contracting Party regarding the entry or exit of passengers, aircraft crews, and goods to or from its territory, especially passport, customs, currency, medical, and quarantine procedures, shall be applied to passengers, aircraft crew, and goods arriving into or departing from the territory of one of the Contracting Parties on board the airline’s aircraft by the Other Contracting Party.

**Article (7)**

**Principles Governing the Agreed Air Services Operation**

1.) The airline designated by the Contracting Parties should have fair and equal opportunities to operate the agreed air services on the specified routes between their territories.

2.) The airline designated by either Contracting Party must take into account, while operating in the agreed-upon air services, the interests of the airline of the other Contracting Party in a way that does not unjustly affect the services provided by the other airline on the same route or part of it.

3.) The agreed-upon services to be provided by the airline appointed by the Contracting Parties should be closely linked to the needs of public transport on the specified routes, and their main objective should be to provide capacity, with a reasonable load factor, that is appropriate to the current and reasonably expected needs for the carriage of passengers and goods, including mail originating from or ending in the territory of the Contracting Party that designated the airline. The provision of carriage of passengers and goods, including mail, carried to, and dropped off at, designated waypoints in the territories of States other than those designated by the airline shall be carried out in accordance with the general principles of capacity being proportional to:

a- Movement requirements to and from the territory of the Contracting Party that designated the airline.

B- Traffic requirements for the area through which the agreed-upon services pass, after taking into account other transportation services of airlines belonging to the countries included in the area.

C- operation requirements of general airlines.

**Article (8)**

**Approval of Flight Schedules**

The airlines designated by each Contracting Party shall submit to the aviation authorities of the other Contracting Party the flight schedules, including the aircraft models to be used, for approval at least thirty days before the start of services on the designated routes. This also applies to any subsequent changes. This period may be reduced in special cases based on the approval of the aforementioned authorities.

**Article (9)**

**Tariffs**

1) The term "Tariffs" means what is in relation to the following paragraphs, the prices to be paid for the carriage of passengers and goods and the conditions to which such prices are subject, including prices and conditions relating to the Agency and other help services, excluding the fees and conditions for the carriage of mail.

2) The tariff charged by the airline affiliated with either Contracting Party for the transport to and from the territory of the Other Contracting Party shall be set at reasonable levels, taking into account all relevant factors, including operation costs, reasonable profit, and the tariffs of other airlines.

3) That the tariffs referred to in Paragraph (2) of this Article must, if possible, be approved by the airlines affiliated with each Contracting Party after consultation with the other airlines that operate all or part of the route. And this Agreement shall be made whenever that possible, using the procedures of the International Air Transport Association or any similar internationally recognised body for determining tariffs.

4) The agreed-upon tariffs, as mentioned above, shall be submitted to the aviation authorities of each Contracting Party for approval at least forty-five days before the day scheduled for their implementation. In special cases, this period may be extended in agreement with the aforementioned authorities.

5) These tariffs may be expressly approved, but if none of the aviation authorities announce their disapproval thereof within hirty days from the date of their submission in accordance with Paragraph Four of this Article, these tariffs shall be deemed to have been approved. In the event that the period specified for submitting tariffs is shortened in accordance with Paragraph Four, the aviation authorities may agree to reduce the period in which notification of non-approval is required to thirty (30) days.

6) If it is not possible to agree on tariffs in accordance with Paragraph (3) of this Article or if one of the aviation authorities, during the period specified in Paragraph Five of this Article, notifies the other aviation authorities of its disapproval of a tariff agreed upon in accordance with the provisions of Paragraph Three of this Article, the aviation authorities of the Contracting Parties, without consulting the aviation authorities of any other country whose opinion they consider useful, must attempt to determine the tariff by agreement between them.

7) If the aviation authorities are unable to agree on any tariff presented to them under the fourth paragraph of this Article or on any tariffs under the sixth paragraph of this Article, the dispute must be settled in accordance with the provisions of Article Thirteen of this Agreement.

8) The tariffs established pursuant to the provisions of this Article shall remain in effect until new tariffs are imposed. However, based on this Paragraph, it is not permissible to extend the tariff for more than twelve months after the date specified for its expiration.

**Article (10)**

**Exchange of Information**

1) The aviation authorities of each Contracting Party shall exchange, as soon as possible, information on the valid licences granted to the airline designated by each of them to provide service to and through the territory of the other Contracting Party. This includes copies of valid certificates and licences for services on the specified routes as well as amendments, exemption orders, and licensed service forms.

2) Each Contracting Party must request the designated airline to provide the aviation authorities of the other Contracting Party, in sufficient time in advance as possible, with copies of the tariffs and schedules, including any amendment thereto, and all other information related to the operation of the agreed-upon services. This shall include data on the capacity offered on each of the specified routes and any other information that may be required to satisfy the aeronautical authorities of the other Contracting Party to fully observe the terms of this Agreement.

3) Each of the Contracting Parties shall request from the airline designated by it to provide the aviation authorities of the Other Contracting Party with statistical data relating to the traffic carried on the agreed-upon services, indicating the points of departure and destination.

**Article (11)**

**Transfer of Surplus Revenues**

1) Each of the Contracting Parties shall grant the airline designated by the Other Contracting Party the right to transfer the surplus of revenues over expenses generated by the said airline in the territory of the first Contracting Party, in exchange for the transport of passengers, mail, and goods, based on prevailing foreign currency exchange rates for current payments.

2) If one of the Contracting Parties imposes any restrictions on the transfer of surplus revenues over expenses achieved by the airline designated by the Other Contracting Party, that party shall have the right to impose similar restrictions on the airline designated by the first Contracting Party.

**Article (12)**

**Consultations**

1) In a spirit of close cooperation, the aviation authorities of each Contracting Party shall consult with each other from time to time for the purpose of ensuring satisfactory implementation and compliance with the provisions of this Agreement and the schedules annexed thereto, and shall also consult to make any amendment thereto.

2) Either of the Contracting Parties may request in writing to enter into consultations, which shall commence within sixty days from the date of receipt of the request unless the Contracting Parties agree to extend this period.

**Article (13)**

**Settlement of Disputes**

1) In the event of any dispute arising between the Contracting Parties regarding the interpretation and/or application of this Convention, they shall first attempt to settle it through negotiation.

2) If the two Contracting Parties are unable to reach a settlement through negotiation, they may agree to refer the dispute to a body or person for adjudication. If they do not agree on that, the dispute shall be submitted for adjudication at the request of either of the Contracting Parties to an arbitration panel composed of three arbitrators. Each Contracting Party shall appoint “one” member from among them, and the two members appointed in this way agree to choose the third member. Each of the Contracting Parties shall appoint an arbitrator within sixty (60) days from the date one of the Contracting Parties receives from the other party a memorandum through diplomatic channels requesting the referral of the dispute to such a body, and the third member must be appointed within sixty (60) other days.

If either Contracting Party is unable to appoint its own member within the specified period, or if the third member is not appointed within the specified period as well, the President of the Council of the International Civil Aviation Organisation may, upon the request of either Contracting Party, appoint an arbitrator or arbitrators as the case may require. In such a case, the third arbitrator shall be a national of a third country and shall preside over the Arbitral Tribunal.

3) The two Contracting Parties are obligated to implement any decision promulgated in Paragraph (2) of this Article.

**Article (14)**

**Aviation Security**

1) The Contracting Parties confirm, in line with their rights and obligations under international law, that their respective obligations towards the other to protect civil aviation security against acts of unlawful interference are an integral part of this Agreement. Without limiting the comprehensiveness of their rights and obligations under international law, the Contracting Parties will act in particular in accordance with the provisions of the Convention relating to crimes and certain other acts committed on board aircraft, signed in Tokyo on 14 September 1963, and the Convention for the Suppression of the Unlawful Seizure of Aircraft, signed in The Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed in Montreal on 23 September 1971.

2) The Contracting Parties shall provide each other with all necessary assistance upon request to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports, air navigation facilities, and any other threat to the security of civil aviation.

3) The Parties shall operate within the scope of their joint relations in conformity with the aviation security provisions issued by the International Civil Aviation Security Organisation and contained in the form of annexes to the Convention on the Security of International Civil Aviation to the extent that these civil provisions apply to the Parties and shall require the registrars of aircraft registered with them or the operators of the aircraft whose principal place of business or permanent residence is in their territories to act in accordance with the above-mentioned aviation security provisions.

4) Each Contracting Party agrees that the aforementioned aircraft operators may be required to observe the aviation security provisions referred to in Paragraph (3) above and which are required by the other Contracting Party regarding entry into, exit from, or while in the territory of that other Contracting Party. Each Contracting Party shall ensure the effective application of appropriate measures within its territory to protect aircraft and to screen passengers, crew, carry-on materials, baggage, goods, and aircraft stores before and during boarding and loading. Each Contracting Party shall also take into account any request by the other Contracting Party to take reasonable special security measures to address a specific threat.

5) The Contracting Parties shall assist each other in the event of an incident or threat of an incident of illegal seizure of civil aircraft or any other unlawful acts against the safety of such aircraft, their passengers and crew, airports, or air navigation facilities, by facilitating communications and other appropriate measures to put an end to such incident or threat quickly and safety.

**Article (15)**

**Application of Multilateral Conventions**

In the event that a multilateral Convention or Agreement on air transport is concluded and both Contracting Parties are party to it, this Convention must be amended to conform to the provisions of the aforementioned Convention or Agreement.

**Article (16)**

**Amendments**

1) If either Contracting Party deems it desirable to amend any text of the Agreement, including the route schedules that are considered an integral part of it, he must request consultations in accordance with the provisions of Article Twelve of this Agreement, and that may take place and these consultations can take place, through the exchange of communications

2) If the amendment is related to the provisions of the agreement and not to the schedules of routes, its approval by both Contracting Parties must be carried out in accordance with its constitutional procedures, and it becomes effective when confirmed by the exchange of notes through diplomatic channels.

3) If the amendment is limited to the provisions of the route schedules, it shall be agreed upon between the aviation authorities of each Contracting Party.

**Article (17)**

**Registration with the International Civil Aviation Organisation**

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organisation in accordance with the procedures followed in this regard.

**Article (18)**

**Termination of the Agreement**

Either Contracting Party may notify the other party at any time of the decision to terminate this Agreement, provided that such notification is communicated at the same time to the International Civil Aviation Organisation. In this case, this Agreement shall terminate after the lapse of twelve months from the date on which the other Contracting Party receives the notification that has not been delivered, and after the lapse of fourteen days from the date on which the International Civil Aviation Organisation receives such notification.

**Article (19)**

**Annexes**

The appendices to this Agreement are considered part of the Agreement. A reference to the Agreement means a reference to the annexes, unless expressly stated otherwise.

**Article (20)**

**Settlement of Disputes**

Civil airlines appointed by each Contracting State are bound by the application of the other State with regard to the introduction of animals and plants into or their removal from its territory. And this occurs during its aircraft’s presence in, or departure from, the territory of that country.

**Article (21)**

**Entry Into Force**

This Agreement shall be ratified by both Contracting Parties in accordance with the constitutional procedures applicable in their respective countries, and shall become effective provisionally from the date of its signing and permanently from the day on which diplomatic notes are exchanged to complete the completion of the procedures.

In witness whereof, the undersigned delegates, in accordance with the mandate given to each of them by their respective Governments, have signed this Agreement.

The Agreement was signed on Wednesday, 21 Jumada al-Akhirah 1421 A.H., corresponding to 20 September 2000, in two copies in Arabic.

**For The Government of the Syrian Arab Republic,**

**Engineer Makram Ebeid**

**Minister of Transport**

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

**Ali bin Khalifa Al Khalifa**

**Minister of Transportation**

**Annex No. (1)**

Schedule No. (1)

1) The air routes that the airlines designated by the State of Bahrain have the right to exploit:

From

To

Intermediate Points

Beyond Points

(1)

(2)

(3)

(4)

Points in Bahrain

Points in Syria

Any points

Any points

2) The airlines designated by the State of Bahrain have the right to cancel landing, during all or any of their flights, at any of the points mentioned in Columns (3) and (4) above, provided that the agreed-upon services on these routes start from a point in Column (1).

3) The exercise of fifth freedom in relation to the intermediate points and beyond points is subject to the approval of the aviation authorities of the parties.

**Annex No. (1)**

Schedule No. (2)

1) The air routes that the airlines designated by the Syrian Arab Republic have the right to operate:

From

To

Intermediate Points

Beyond Points

(1)

(2)

(3)

(4)

Points in Syria

Points in Bahrain

Any points

Any points

2) Airlines designated by the Syrian Arab Republic have the right to cancel landings, during all or any of their flights at any of the points mentioned in Columns (3) and (4) above provided that the agreed-upon services on these routes start from a point in Column (1).

3) The exercise of fifth freedom in relation to the intermediate points and beyond points is subject to the approval of the aviation authorities of the parties.