

AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE HELLENIC REPUBLIC
AND
THE GOVERNMENT OF NEW ZEALAND

PREAMBLE

The Government of the Hellenic Republic

and

The Government of New Zealand

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago, on 7th day of December 1944;

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimal government interference and regulation;

Recognising that efficient and competitive international air services enhance trade, the welfare of consumers, and economic growth;

Noting the Agreement between the European Community and New Zealand, on certain aspects of air services of 21 June 2006;

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

Being equally desirous to conclude an Agreement for the purpose of establishing and operating scheduled air services between and beyond their respective territories;

Have agreed as follows:

Article 1
Definitions

For the purpose of the present Agreement, unless the context otherwise requires:

- a. The term "Aeronautical Authorities" means, in the case of the Hellenic Republic, the Governor of the Civil Aviation Authority and any person or body authorized to perform any functions at present exercised by the said Authority or similar functions and, in the case of New Zealand, the Minister responsible for Civil Aviation, and any person or body authorized to perform any functions at present exercised by the said Organization or similar functions.
- b. The term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago, on the seventh day of December, 1944, and includes:
 - (i) any amendment thereto which has entered into force under Article 94 (a) thereof and has been ratified by both Contracting Parties; and
 - (ii) any Annex or any amendments thereto adopted under Article 90 of that Convention, insofar as such amendment or Annex is at any given time effective for those Contracting Parties.
- c. The term "Agreement" means this Agreement, its Annex attached thereto, and any Protocols or similar documents amending the present Agreement or the Annex.
- d. The term "designated airline" means an airline which has been designated and authorized in accordance with the provisions of Article 3 of the present Agreement.
- e. The term "agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination.
- f. The term "capacity" in relation to an aircraft means, the payload of that aircraft available on a route or section of a route and the term "capacity" in relation to "an agreed service" means, the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and a route or section of a route.
- g. The term "territory" in relation to a State has the meaning of Article 2 of the Convention provided that, in the case of New Zealand, the term "territory" shall exclude Tokelau.

- h. The terms "air service", "international air service", "airline" and "stop for non-traffic purposes" shall have the meanings respectively assigned to them in Article 96 of the Convention.
- i. The term "tariff" means the price to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services performed by the carrier in connection with the air transportation but excluding remuneration and conditions for the carriage of mail.
- j. The term "user charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities.
- k. The term "EU Treaties" means the Treaty on European Union and the Treaty on the Functioning of the European Union.
- l. The term "Member State" means a State that is now or in the future a contracting party to the EU Treaties.

It is understood that the titles given to the Articles of the present Agreement do in no way restrict or extend the meanings of any of the provisions of the present Agreement.

Article 2 Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the conduct of scheduled international air services by the designated airline of the other Contracting Party as follows:
 - a. To fly, without landing, across the territory of the other Contracting party;
 - b. To make stops in the said territory for non traffic purposes; and
 - c. To make stops in the said territory at the points on the route(s) specified in the Route Schedule annexed to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.
2. Nothing in the provisions of paragraph (1) shall be deemed to confer on the airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

Article 3
Designation and Authorizations

1. Each Contracting Party shall have the right to designate, and inform, through diplomatic channels the other Contracting Party, one or more airlines for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations.
2. On receipt of such a designation the other Contracting Party shall grant the appropriate authorizations and permissions with the minimum procedural delay; provided :
 - a) in the case of an airline designated by the Hellenic Republic:
 - i. the airline is established in the territory of the Hellenic Republic under the EU Treaties and has a valid Operating Licence from a Member State in accordance with European Union law;
 - ii. effective regulatory control of the airline is exercised and maintained by the Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation;
 - iii. the airline has its principal place of business in the territory of the Member State from which it has received the Operating Licence; and
 - iv. the airline is owned, directly or through majority ownership, and is effectively controlled by Member States and/or nationals of Member States, and/or by the Republic of Iceland, the Principality of Liechtenstein, the Kingdom of Norway or the Swiss Confederation and/or nationals of those other states;
 - b) in the case of an airline designated by New Zealand:
 - i. it has its principal place of business and place of incorporation in New Zealand; and
 - ii. New Zealand has and maintains effective regulatory control of the airline; and
 - c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied - in conformity with the provisions of the Convention - to the operation of international air services by the Contracting Party receiving the designation.
3. On receipt of the operating authorization of paragraph (2), a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

Article 4Suspension and Revocation

1. Either Contracting Party may revoke, suspend or limit the operating authorization or technical permissions of an airline by the other Contracting Party, where:
 - a) in the case of an airline designated by the Hellenic Republic:
 - i. the airline is not established in the territory of Hellenic Republic under the EU Treaties or does not have a valid Operating Licence from a Member State in accordance with European Union law; or
 - ii. effective regulatory control of the airline is not exercised or not maintained by the Member State responsible for issuing its Air Operators Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
 - iii. the airline does not have its principal place of business in the territory of the Member State from which it has received the Operating Licence; or
 - iv. the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States and/or nationals of Member States, and/or by the Republic of Iceland, the Principality of Liechtenstein, the Kingdom of Norway or the Swiss Confederation and/or nationals of those other states; or
 - v. the airline is already authorised to operate under a bilateral air service agreement between New Zealand and another Member State and New Zealand can demonstrate that, by exercising traffic rights under this Agreement on a route that includes a point in that other Member State, it would be circumventing restrictions on traffic rights imposed by that other agreement; or
 - vi. the airline designated holds an Air Operators Certificate issued by another Member State and there is no bilateral air services agreement between New Zealand and that Member State and that Member State has denied traffic rights to an airline designated by New Zealand;
 - b) in the case of an airline designated by New Zealand:
 - i. the airline is not incorporated or does not have its principal place of business in the territory of New Zealand;
 - ii. effective regulatory control of the airline is not maintained in New Zealand;
 - c) such airline is unable to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied in conformity with the Convention to the operation of international air services by the Contracting Party receiving the designation; or
 - d) the airline fails to comply with the laws and/or regulations of the Contracting Party granting these rights; or

- e) the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.
2. Unless immediate revocation or suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws and/or regulations, such right shall be exercised only after consultation with the other Contracting Party, in conformity with Article 16 of this Agreement.
3. This Article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorisation or technical permissions of a designated airline of the other Contracting Party, in accordance with the provisions of Article 8 of this Agreement.

Article 5 **Applicability of laws and regulations**

1. The laws, regulations and procedures of one Contracting Party relating to entering into, remaining in or departing from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon entrance into, while within and departure from the said territory.
2. The laws and regulations of one Contracting Party respecting entry, clearance, staying or transit, emigration or immigration, passports, customs and quarantine shall be complied with by the designated airline of the other Contracting Party and by or on behalf of its crew, passengers, cargo and mail upon transit of, admission to, while within and departure from the territory of such Contracting Party.
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 transport in the application of its customs, immigration, quarantine and similar regulations.
4. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 6 **Recognition of Certificates and Licences**

1. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including in the case of the Hellenic Republic the laws and regulations of the European Union, and unexpired shall be recognised as valid by the other Contracting Party, for the purpose of operating the agreed services, provided always that the requirements under which such certificates or licences were

issued or validated are equal or above the minimum standards established under the Convention. Each Contracting Party reserves the right, however to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

2. If the privileges or conditions of the licences or certificates referred to in paragraph (1) above, issued by the Aeronautical Authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article 16 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 4 of this Agreement.

Article 7 Aviation Safety Provisions

1. Each Contracting Party may request consultations at any time concerning safety standards maintained, in respect of an airline designated by the other Contracting Party, in any area relating to air crew, aircraft, or the operation of aircraft. Such consultations shall take place within 30 days of that request.
2. If, following such consultations, one Contracting Party finds that the safety standards in the areas referred to in paragraph (1) that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, are not being effectively maintained and administered in respect of airlines designated by the other Contracting Party, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with the ICAO Standards and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days, or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by or on behalf of the designated airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any 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 Chicago Convention, or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Chicago Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificates 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 Chicago Convention.
5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph (3) above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) above arise and draw the conclusions referred in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an 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 for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) above shall be discontinued once the basis for the taking of that action ceases to exist.
8. Where the Hellenic Republic has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorisation of that airline.

Article 8 Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and

obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention of Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970 and the Convention for the suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts Against the Safety of International Airports, signed at Montreal on 24 February 1988, the Convention on Marking of Plastic Explosives for the purpose of Detection, done at Montreal on 1 March 1991, and all other international instruments in the same field which may be ratified in the future by 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 the 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 designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft which have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Hellenic Republic, operators of aircraft which are established in its territory under the Treaty establishing the European Union and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, including, in the case of the Hellenic Republic, European Union law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to screen passengers and their carry-on items and to carry out appropriate checks on crew, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party which is subjected to an act of unlawful seizure or other acts of unlawful interference and which lands in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.
7. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement on the issues involved within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of an airline or airlines of that Contracting Party. When required to do so by an emergency, or to prevent further non-compliance with the provisions of this Article, a Contracting Party may take interim action at prior to the expiry of fifteen (15) days.

Article 9 Commercial Opportunities

1. The designated airline of one Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of air transport.
2. The designated airline of one Contracting Party may, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the provision of air services.
3. In case of nomination of a general agent or a general sales agent, this agent shall be appointed in accordance with the relevant applicable laws and regulations of each Contracting Party.
4. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly or through its agents and any person shall be able to purchase such transportation in accordance with the relevant applicable laws and regulations.
5. Each Contracting Party shall grant, to the designated airline of the other Contracting Party, the right to transfer to its country on demand, in accordance with the foreign exchange regulations in force, the excess of receipts over expenditure achieved in connection with the carriage of passengers, cargo and mail on the agreed services in the territory of the other Contracting Party. If one Contracting Party imposes restrictions on the transfer of the excess of receipts achieved by the designated airline of the other Contracting Party, the other Contracting Party will also have the right to impose the same restrictions to the other Contracting Party's airline.

6. In operating or holding out the authorized services on the agreed routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as joint venture, blocked space or codesharing arrangements, with:
- a) an airline or airlines of either Contracting Party; and
 - b) an airline or airlines of a third country;
- provided that all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned and meet the requirements normally applied to such arrangements; such as protection and information to passenger for liability.
- Each airline involved in code-sharing arrangements shall make clear to the purchasers at the point of sale, which airline will actually operate each sector of the service and with which airline/or airlines the purchaser is entering into contractual relationship.
- Each code-sharing frequency operated by the designated airlines of either country will count as one (1) frequency, whereas the code-sharing services of the marketing carrier will not be counted as a frequency.
- All code-share arrangements shall have the prior approval of the appropriate aeronautical authorities at least 30 days before implementation.

7. The designated air carriers of each Contracting Party shall be entitled to provide the agreed services using aircraft leased with or without crew from any air carrier, including from third countries, provided that all participants in such arrangements meet the conditions prescribed under the laws and regulations normally applied by the Contracting Parties to such arrangements, all necessary approvals have been issued before the intended operations and they comply with Article 7 and Article 8 of this Agreement.

Neither Contracting Party shall require the air carriers leasing out their equipment to hold traffic rights under this Agreement.

The leasing with crew (wet-leasing) of an aircraft of an air carrier of a third country, by the designated air carriers of each Contracting Party, in order to exploit the rights set out in this Agreement, shall remain exceptional or meet temporary needs, provided that the air carrier of such third country is not prohibited to operate in the European Union and/or New Zealand. It shall be submitted for prior approval to competent authorities of both the lessor and the and to the competent authority of the other Contracting Party to where it is intended to operate the wet-leased aircraft.

8. Subject to the laws and regulations of each Contracting Party, including, in the case of the Hellenic Republic, European Union law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

9. The designated airline(s) of each Contracting Party shall be permitted to employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Contracting Party. Such airline(s) may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other carriers. The intermodal services may be offered as a through service and at a single price for the air and intermodal transport combined, provided that passengers and shippers are informed as to the providers of such transportation.
10. On any international segment or segments of the agreed routes, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that the transportation, in the outbound direction, beyond such point is a continuation of the transportation from the territory of the Contracting Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

Article 10

Exemption from customs duties and taxation

1. Each Contracting Party shall, on the basis of reciprocity, exempt the designated airline of the other Contracting Party under its relevant applicable legislation from import restrictions, customs duties, other taxes, excise duties inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services, as well as the ground equipment introduced in the territory of either Contracting Party in order to be used in the offices of the designated airline within the limits of the international airports to which the designated airline operate, ticket stock, air way bills and usual publicity material distributed without charge by that designated airline under its relevant applicable law.
2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article:
 - a) introduced in the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;
 - b) retained on board aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
 - c) taken on board aircraft of the designated airline of the other Contracting Party and intended for use in operating the agreed services;whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided that the ownership and/or use of such items is not transferred in the territory of the said Contracting Party without the payment of the relevant customs duties and taxes.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs Authorities of that Contracting Party. In such case, they may be placed under supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with the customs provisions in force.
4. Nothing in this Agreement shall prevent the Hellenic Republic from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the other Contracting Party that operates between a point in the territory of the Hellenic Republic and another point in the territory of the Hellenic Republic or in the territory of another European Union Member State.

Article 11 Fair Competition

1. The Contracting Parties acknowledge that it is their joint objective to have a fair and competitive environment and fair and equal opportunity for the airlines of both Contracting Parties to compete in operating the agreed services on the specified routes. Therefore, the Contracting Parties shall take all appropriate measures to ensure the full enforcement of this objective.
2. The Contracting Parties shall inform each other about their competition laws, policies and practices or changes thereto, and any particular objectives thereof, which could affect the operation of air transport services under this Agreement and shall identify the authorities responsible for their implementation.
3. The Contracting Parties share the objectives of compatibility of Competition law and of its effective application.
4. The Contracting Parties shall to the extent permitted under their own laws and regulations, assist each other's airlines by providing guidance as to the compatibility of any proposed airline practice with their competition laws and policies.
5. If one Contracting Party believes that its designated airlines are being subjected to discrimination or unfair practices that would adversely affect or is adversely affecting the fair and equal opportunity of the airlines of the first Contracting Party to compete in providing the air services governed by this Agreement, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than (15) days after the receipt of the request.
6. If the Contracting Parties fail to reach a resolution of the problem through consultations, either Contracting Party may invoke the dispute resolution mechanism under Article 18 of this Agreement to resolve the dispute.

Article 12
User Charges

1. Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities under its control.
2. Each Contracting Party shall encourage consultations on user charges between its competent charging authority or airport or air navigation service provider and airlines using the service and facilities provided by those charging authorities or service provider, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authority or service provider and such users to exchange appropriate information concerning user charges.

Article 13
Capacity Regulations and Approval of Timetables

1. The designated airlines of the Contracting Parties shall be afforded fair and equal opportunity to compete in operating the agreed services on the specified routes.
2. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights set out in this Agreement.
3. In operating the agreed services the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.
4. The agreed services provided by the designated airlines of the Contracting Parties shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the territory of the other Contracting Party.
5. Provision for the carriage of passengers, cargo and mail both taken on board and discharged at points on routes to be specified in the territories of states other than that designating the airline shall be agreed upon between the two Contracting Parties.
6. The capacity to be provided by the designated airlines of the Contracting Parties on the agreed services shall be agreed upon by the Aeronautical Authorities.

7. In case of disagreement between the Contracting Parties, the issues referred to in paragraph (5) above shall be settled in accordance with the provisions of Article 16 of this Agreement. Until such agreement has been reached, the capacity provided by the designated airlines shall remain unchanged.
8. The designated airlines of each Contracting Party shall, if requested, submit for approval to the Aeronautical Authorities of the other Contracting Party not later than thirty days prior to the introduction of services on the specified routes the flight timetables. This shall, likewise, apply to later changes. In special cases, this time limit may be reduced subject to the approval of the said Authorities.

Article 14

Air Transport Tariffs

1. The tariffs in respect of international air services operated to/from/through the territory of either Contracting Party shall be established by the designated airline at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and other commercial considerations in the marketplace.
2. The tariffs established under paragraph (1) above shall not be required to be filed by the designated airlines of one Contracting Party with the aeronautical authorities of the other Contracting Party. Notwithstanding this, each Contracting Party shall have the right to intervene so as to:
 - a) prevent unreasonably discriminatory prices or practices;
 - b) protect consumers from prices that are unduly high or restrictive due to the abuse of a dominant position; and
 - c) protect airlines from prices that are artificially low due to subsidy or support.

Article 15

Supply of Statistics

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such information and statistics relating to the traffic carried on the agreed services by the designated airline of the first Contracting Party to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airlines to their National Aeronautical Authorities. Any additional statistical traffic data which the Aeronautical Authorities of one Contracting Party may desire from the Aeronautical Authorities of the other Contracting Party shall, upon request, be a subject of mutual discussion and agreement between the two Contracting Parties.

Article 16
Consultations

1. Each Contracting Party or its Aeronautical Authorities may at any time request consultations with the other Contracting Party or with its Aeronautical Authorities.
2. A consultation requested by one of the Contracting Parties or their Aeronautical Authorities shall begin within a period of sixty (60) days from the date of receipt of the request.

Article 17
Amendment

1. If either Contracting Party considers it desirable to modify any provision of this Agreement, it shall request consultations in accordance with the provisions of Article 16 of this Agreement.
2. Any modification to this Agreement shall enter into force when the two Contracting Parties have notified each other through diplomatic channels of the fulfillment of their internal legal procedures relating to the conclusion and the entering into force of international agreements.

Article 18
Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement and its Annex, the Contracting Parties shall in the first place endeavour to settle it by negotiations.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for an advisory opinion to some person or body.
3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, the dispute may be referred by mutual agreement of the Parties to a Tribunal of three arbitrators. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice, through diplomatic channels, requesting arbitration of the dispute by such a Tribunal and the two arbitrators so appointed shall designate by common agreement the third arbitrator, who shall be the President of the Tribunal within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate its arbitrator within the period specified or if the third arbitrator has not been nominated within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case may require; provided that if the President of the Council of the International Civil Aviation Organization is a national of either Contracting Party, the senior Vice-President of the Council or if he is such a national, the Senior Member of

the Council who is not such a national may be requested to make the appointments as the case may be. The third arbitrator, however, shall be a national of a third state and shall act as the President of the Tribunal and shall determine the place where arbitration will be held.

4. The Tribunal shall determine its own procedures.
5. The expenses of the Tribunal shall be shared equally between the Contracting Parties.
6. The Contracting Parties undertake to comply with any decision delivered in application of the present Article.
7. If and so long as either Contracting Party or its designated airline fail to comply with a decision given under paragraph (3) of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement.

Article 19 **Termination**

Either Contracting Party may at any time give written notice to the other Contracting Party of its intention to terminate this Agreement, through diplomatic channels; such notice shall simultaneously be communicated to the International Civil Aviation Organization.

In such case the Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 20 **Conformity with Multilateral Conventions**

If a general multilateral air transport convention or agreement, comes into force in respect of both Contracting Parties, the present Agreement and its Annex shall be deemed to be amended accordingly.

Article 21 **Registration**

This Agreement, its Annex and all amendments thereto shall be registered with the International Civil Aviation Organization.

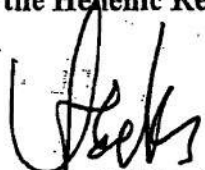
Article 22
Entry into Force

This Agreement shall enter into force on the date of the exchange, through diplomatic channels, of written notifications between the Contracting Parties informing each other of the completion of their relevant internal legal procedures necessary to this end.

In witness thereof, the undersigned plenipotentiaries being duly authorized by their respective Governments have signed the present Agreement.

Done at Leipzig in two authentic copies, this 28th day of May 2015 in the English language.

**For the Government of
the Hellenic Republic**



**Theopisti Perka
Secretary General
of Infrastructure, Transport
and Networks**

**For the Government of
New Zealand**



**Simon Bridges
Minister of Transport**

ANNEX
Section 1
ROUTE SCHEDULE

Designated Airlines of each Contracting Party shall be entitled to perform scheduled international air transportation between points on the following routes:

A.- Routes to be operated by the designated airlines of New Zealand

Points Of Origin	Intermediate Points	Points of Destination	Beyond Points
Points in New Zealand	Any Points	Any Points in the Hellenic Republic	Any Points

B.- Routes to be operated by the designated airline(s) of the Hellenic Republic

Points Of Origin	Intermediate Points	Points of Destination	Beyond Points
Points in the Hellenic Republic	Any Points	Any Points in New Zealand	Any Points

Section 2
Operational Flexibility

The designated airline of either Contracting Party may, on any or all flights and at its option:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;
3. Serve behind, intermediate, and beyond points and points in the territories of the Contracting Parties on the routes in any combination and in any order;
4. Omit stops at any point or points;
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
6. Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that, with the exception of all-cargo services, the service serves a point in the territory of the Contracting Party designating the airlines.

Section 3
Non-Scheduled International Air Transport

Airlines of each Contracting Party designated pursuant to this Agreement to operate under this Annex shall have the right to operate non-scheduled international air transport over the routes specified and in accordance with the rights granted for scheduled services in this Agreement.