



SAINT VINCENT AND THE GRENADINES

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GOVERNMENT NOTICE

No. 42

AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF COLOMBIA AND THE GOVERNMENT OF ST. VINCENT AND THE GRENADINES

The Republic of Colombia and the Government of St. Vincent and the Grenadines, hereinafter referred to as "the Parties",

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

Willing to conclude a complementary air services agreement to the above mentioned Convention;

Desiring to establish an Agreement to foster the development of scheduled air services between and beyond their territories,

Desiring to organize, in a safe and orderly manner, international air services and to promote in the greatest possible measure international cooperation in respect of such services;

Have agreed as follows:

ARTICLE 1 DEFINITIONS

For the purpose of the present Agreement:

- a) The term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, including any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under 2 Articles 90 and 94 (a) thereof, so far as those Annexes and amendments are applicable for both Parties;
- b) The term "aeronautical authorities" means, in the case of the Republic of Colombia, the Unidad Administrativa Especial de Aeronáutica Civil and in the case of the St. Vincent and the Grenadines, the Minister of Civil Aviation or the Director General of the Eastern Caribbean Civil Aviation Authority or, in both cases, any person or body authorized to perform any functions at present exercised by the said authorities or similar functions;
- c) The term "designated airline" means any airline, which has been designated and authorised in accordance with Article 3 of the present Agreement;
- d) The term "territory" has the meaning assigned to it in Article 2 of the Convention;

- e) The terms "air service", "international air service", "airline" and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention;
- f) The term "capacity" means the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
- g) The term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents, but excluding remuneration and conditions for the carriage of mail;
- h) The term "Agreement" means the current Air Services Agreement, its Annexes and amendments thereto and modifications;
- i) The term "Annex" means the Annex to this Agreement as amended. The Annex forms an integral part of the Agreement and all references to the Agreement shall include reference to the Annex except where otherwise provided;
- j) The term "intermodal services" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- k) The term "Party" means a State which has formally agreed to be bound by this agreement;
- l) the term "User Charge" means a charge imposed on airlines by the competent authorities, or permitted by them to be imposed, for the provision of airport property or facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo;

ARTICLE 2 GRANT OF RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement for its designated airlines to operate or offer international air services in the routes specified in the Annex. Those routes and services will be named "Agreed Services" and "Specified Routes" respectively.
2. Subject to the provisions of this Agreement the airlines designated by each Party shall enjoy, while operating the agreed services on the specified routes, the following rights:
 - a) The right to fly across its territory without landing, and
 - b) The right to make stops in its territory for non-traffic purposes, and
 - c) The right to make stops in the territory of the other Party at the points specified in the Annex for the purpose of taking on board and disembarking passengers, baggage, cargo including mail, separately or in combination, destined for or coming from point(s) in the territory of the first Party.
3. The airlines established in each Party, other than those designated under Article 3 (Designation and Revocation) of this Agreement, shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.
4. Nothing in paragraph (2) shall be deemed to confer on the airlines designated by one Party the privilege of taking on board, in the territory of the other Party, passengers, baggage and cargo including mail for remuneration or hire and destined for another point in the territory of that other Party.

ARTICLE 3 DESIGNATION AND REVOCATION

1. Each Party shall have the right to designate in writing to the other Party as many airlines as it wishes to operate the agreed services in accordance with the Agreement and to withdraw or alter such designation.
2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization and technical permission, each Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:
 - a) the designated airline is established and has its principal place of business in the territory of the designating Party;
 - b) the airline is under the effective regulatory control of the designating State;
 - c) the Party designating the airline is in compliance with the provisions set forth in Article 15 (Safety) and Article 16 (Aviation Security); and
 - d) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the 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.
4. Each Party shall have the right to revoke or suspend an operating authorization for the exercise of the rights specified in Article 3 of this Agreement by the designated airlines of the other Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:
 - a) in the event that the airline fails to maintain its principal place of business in the territory of the Party designating the airline.
 - b) the airline is not under the effective regulatory control of the designating State;
 - c) in the event of failure of the Party designating the airline to comply with the provisions set forth in Article 15 (Safety) and Article 16 (Aviation Security); and
 - d) in the event that the designated airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.
5. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Articles 15 (Safety) or 16 (Aviation Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article 19 (Consultation) of the Agreement.

ARTICLE 4 APPLICABILITY OF LAWS AND REGULATIONS

1. The laws and regulations of one Party shall apply to the navigation and operation of the aircraft of the airlines designated by the other Party during entry into, flying over, stay in and departure from the territory of the first Party.

2. The laws and regulations of one Party governing entry into, stay in and departure from its territory of passengers, crew, cargo or mail such as formalities regarding entry, exit, emigration, immigration, customs, port health and quarantine shall apply to passengers, crew, cargo and mail carried by aircraft of the airlines designated by the other Party whilst they are within the said territory.

3. When applying such laws and rules, the Parties, under similar circumstances will confer to the designated airlines of the other Party a treatment not less favorable than the one provided to their own airlines or any other airline that provides identical international air services.

ARTICLE 5 EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international services by the airline(s) designated by each Party, as well as their regular equipment, consumable technical supplies, spare parts, supplies of fuel and lubricants and the aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Party, provided such equipment, supplies and aircraft stores remain on board the aircraft up to such time as they are re-exported, or are used on the part of the journey performed over that territory.

2. In addition, the following shall also be exempt from the same duties and taxes with the exception of charges corresponding to the service performed:

(a) aircraft stores taken on board in the territory of either Party, within limits fixed by the appropriate authorities of said Party, and for use on board the aircraft engaged on a specified route of the other Party;

(b) spare parts entered into the territory of either Party for the maintenance or repair of aircraft used on a specified route by the designated airline(s) of the other Party;

(c) fuel, lubricants and technical consumable supplies destined to supply aircraft operated on a specified route by the designated airline(s) of the other Party, even if these supplies are to be used on the part of the journey performed over the territory of the Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) of this paragraph may be required to be kept under customs supervision or control.

3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Party may be unloaded in the territory of the other Party only with the approval of the customs authorities of that Party. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

ARTICLE 6 AVOIDANCE OF DOUBLE TAXATION

Where a special Agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Parties, its provisions shall be applied.

ARTICLE 7 USER CHARGES

1. User Charges that may be imposed and/or controlled by the competent charging authorities or bodies of each Party on the Airline(s) of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably appointed among

categories of users. In any event, any such User Charges shall be assessed on the Airlines of the other Party on terms not less favorable than the most favorable terms available to any other Airline at the time the charges are assessed.

2. User Charges imposed on the Airline(s) of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its Territory and the Airline(s) using the services and facilities, and shall encourage the competent charging authorities or bodies and the Airline(s) to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs (1) and (2) of this Article.

4. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for charges to enable users to express their views before changes are made.

5. Neither Party shall be held to be in breach of a provision of this Article, unless: (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or (ii) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

ARTICLE 8 TRAFFIC IN DIRECT TRANSIT

Passengers, baggage and cargo including mail in direct transit across the territory of either Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against the threat of unlawful interference, such as violence and air piracy and occasional measures for the combat of illicit drug traffic, be subject to no more than a simplified control. Baggage, cargo and mail in direct transit shall be exempt from custom duties, charges and other similar taxes.

ARTICLE 9 RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 10 TARIFFS

1. Each Party shall allow tariffs for air services to be established by each airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

- a) prevention of unreasonably discriminatory tariffs or practices;
- b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position or to concerted practices among airlines; and
- c) protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.

2. Each Party may require notification of tariffs proposed by designated airlines of the other Party for carriage to or from its territory.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (i) an airline of either Party for international air transportation between the territories of the Parties, or (ii) an airline of one Party for international air transportation between the territory of the other Party and any other country, including in both cases transportation on an interline or intraline basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for amicable resolution of the issue. If the Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the tariff shall go into effect or continue in effect.

ARTICLE 11 COMMERCIAL REPRESENTATION AND ACTIVITIES

1. The airlines designated by each Party shall be allowed:

- a) To establish in the territory of the other Party offices for the promotion of air transportation and sale of air tickets as well as, in accordance with the legislation of such other Party, other facilities required for the provision of air transportation;
- b) To bring in and maintain in the territory of the other Party in accordance with the legislation of such other Party relating to entry, residence and employment managerial, sales, technical, operational and other specialist staff required for the provision of air transportation; With the minimum of delay and consistent with its national laws and regulations process requests for the grant of employment authorizations and other similar documents to the representatives referred to above and
- c) In the territory of the other Party to engage directly and, at the airlines' discretion, through its agents in the sale of air transportation.

2. The airlines designated by each Party shall have the right to sell, in the territory of the other Party, air transportation and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries in accordance with the foreign exchange regulations in force.

ARTICLE 12 COMMERCIAL OPPORTUNITIES

1. Ground handling

Each designated airline shall have the right to provide its own ground handling services ("self-handling") in the territory of the other Party or otherwise to contract

these services out ("third party-handling"), in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline shall be treated on a nondiscriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

2. Leasing

The designated airlines of each Party shall be entitled to provide the agreed services using aircraft with or without crew leased from any airline, including from third countries, provided that all participants in such arrangements meet the laws and regulations normally applied by the Parties to such arrangements. Neither Party shall require the airline providing the aircraft to hold traffic rights under this Agreement for the routes on which the aircraft will be operated.

3. Code Share

3.1 The Designated Airline(s) of both Parties may, either as a marketing airline or as an operating airline, freely enter into cooperative marketing arrangements including but not limited to blocked space, single commercial codes and/ or code share arrangements including third country code share arrangements, with any other airline or airlines.

3.2 Each Party may require the filing or approval of code share arrangements in accordance with the applicable legislation of each Party. The administrative burden of filing or approval requirements shall be minimized and all filings and approvals shall be dealt with promptly by the respective aeronautical authorities.

3.3 Such arrangements shall be accepted by the Aeronautical Authorities concerned, provided that the operating airlines in these arrangements have the underlying traffic rights and the marketing airlines have the required authorizations.

3.4 In the event of a code share arrangement, the marketing airline should, in respect of every ticket sold, ensure that it is made clear to the purchaser at the point of sale, or in any case before boarding, which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

3.5 The Designated Airline(s) of each Party may also offer code share services between any point (s) in the territory of the other Party, provided that such services are operated by an airline of the other Party.

3.6 The capacity provided under code share arrangements shall be counted only against the capacity entitlement of the operating airline. The capacity offered by the marketing airline shall not be counted against the capacity entitlement of the Party designating that airline.

4. Operational flexibility

4.1 Each designated airline may, on any or all flights on the agreed services and at its option, change aircraft in the territory of the other Party or at any point along the specified routes.

4.2 For the purpose of Change of Aircraft operations, a Designated Airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial and/or cooperative marketing arrangements with other Airlines.

- 4.3 A Designated Airline may use different or identical flight numbers for the Change of Aircraft operations.

ARTICLE 13 CONVERSION AND TRANSFER OF REVENUES

Each Party shall permit airline(s) of the other Party to convert and transmit abroad to the airline(s) choice of State, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discrimination or charges in respect thereof at the rate of exchange applicable as of the date of the request for conversion and remittance.

ARTICLE 14 FAIR COMPETITION

1. Each Party shall allow fair and equal opportunity for the designated airlines of both Parties to compete in providing the international air transport governed by this Agreement.
2. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers based upon commercial considerations in the marketplace in accordance with the frequencies agreed upon between the Parties. Consistent with this right, neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the airlines designated by the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.
3. Neither Party shall impose on the other Party's Designated Airline(s) a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to Capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.
4. The parties may require the designated airlines of each Party to comply with the procedures for filing or approval of its schedules and itineraries. The administrative burden of filing and approvals requirements shall be minimized and all filings and approvals shall be dealt with promptly by the respective aeronautical authorities. In any case when a Party considers that the approval of schedules and routes of the other Party can lead to discriminatory practices with regard to the airlines of that Party, it may implement a procedure identical to the designated airlines of the other Party.
5. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a Designated Airline of the other Party.

ARTICLE 15 SAFETY

1. Each Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Party. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the

Convention, the first Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Party shall take appropriate corrective action. Failure by the other Party to take appropriate action within sixty (60) days or such longer period as may be agreed, shall be grounds for the application of paragraph (5) of Article 3 (Designation and Revocation) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airlines of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any such ramp inspection or series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention, the Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.
5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of the airline or airlines of one Party in accordance with paragraph (3) of this Article is denied by a representative of that airline or airlines, the other Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred in that paragraph.
6. Each Party reserves the right to suspend or vary technical permissions as well as operating authorization of an airline or airlines of the other Party immediately in the event the first 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 the airline operation.
7. Any action by one Party in accordance with paragraphs (2) or (6) above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 16 AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the 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.
2. The Parties shall in particular act in conformity with the provisions of:
 - a) The Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963;

- b) The Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970;
 - c) The Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971;
 - d) The Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988;
 - e) The Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, and any other convention relating to aviation security to which the Parties shall become party.
3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss any such differences.
4. The 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.
5. Each Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Party, aviation security provisions in conformity with the law in force in the country.
6. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading.
7. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.
8. 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 Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
9. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within 30 days of the date of such request shall constitute grounds for application of paragraph (5) of Article 3 of this Agreement (designation and revocation). If required by a serious emergency, either Party may take interim action prior to the expiry of a month period.
10. Each Party shall have the right, within sixty (60) days following notice of its intention for that purpose, for its aeronautical authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments shall be conducted expeditiously.

ARTICLE 17 INTERMODAL SERVICES

1. Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have

access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo transportation.

2. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, according with the applicable legislation of each country.

ARTICLE 18 PROVISION OF STATISTICS

The aeronautical authorities of one Party shall supply the aeronautical authorities of the other Party, at their request, with such statistics as may be reasonably required for information purposes subject to the laws and regulations of each Party.

ARTICLE 19 CONSULTATIONS

1. The Parties, through the respective aeronautical authorities, shall consult each other from time to time, in order to ensure close cooperation concerning all the issues related to the interpretation and application of this Agreement, on request of either Party.

2. Such consultations shall begin within a period of sixty (60) days from the date of request of one Party.

ARTICLE 20 MODIFICATIONS

1. If either of the Parties considers it desirable to modify any provision of this Agreement, it may at any time request consultations with the other Party. Such consultations (which may be prepared by discussions between the aeronautical authorities), shall begin within a period of sixty (60) days from the date of the request, unless both Parties agree to an extension of this period.

2. Modifications so agreed upon shall be approved by each Party and shall enter into force on the first day of the second month, following the month in which the two Parties have notified each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled.

3. Modifications to the Annex of this Agreement may be agreed directly between the aeronautical authorities of the Parties and enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE 21 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall in the first place endeavor to settle it by negotiation.

2. If the Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to an arbitrator, or the dispute may at the request of either Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Party and the third to be appointed by the two so nominated.
3. Each of the Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other of a notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days.
4. If either of the Parties fail to nominate an arbitrator within the period specified or the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a state, which cannot be regarded as neutral in relation to the dispute, the most senior Vice President who is not disqualified on that ground shall make the appointments. The arbitral tribunal shall reach its decision by a majority of votes.
5. The Parties undertake to comply with any decision given under paragraph (2) of this Article.
6. If and as long as either Party fails to comply with any decision given under paragraph (2) of this Article, the other Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to a designated airline in default.
7. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph (4) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 22 TERMINATION

1. Each Party may, at any time, give notice in writing, through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.
2. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn by mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other 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 23 REGISTRATION

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

ARTICLE 24 APPLICABILITY OF MULTILATERAL AGREEMENTS AND CONVENTIONS

1. The provisions of the Convention shall be applicable to this Agreement.
2. If a multilateral agreement or convention, accepted by both Parties, concerning any matter covered by this Agreement, enters into force, the relevant provisions of that multilateral agreement or convention shall supersede the relevant provisions of this Agreement.

3. The Parties may consult each other to determine the consequences for the Agreement of the supersession, as mentioned under paragraph 2 of this Article and to agree upon required amendments to the Agreement.

ARTICLE 25 ENTRY INTO FORCE

This agreement shall enter into force on the first day of the second month that follows the month during which the two Parties have completed to notify each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled.

In witness whereof the undersigned Plenipotentiaries, being duly authorized thereto by the respective Governments, have signed this Agreement.

Done in duplicate at Barranquilla this 28th of January of 2022 in the Spanish and English languages, all texts being equally authentic. In the case of differences in interpretation of provisions of this Agreement the English text shall prevail.

FOR THE GOVERNMENT OF
SAINT VINCENT AND
THE GRENADINES,



HON. SENATOR KEISAL PETERS

MINISTER OF STATE WITH
RESPONSIBILITY FOR
FOREIGN AFFAIRS AND
FOREIGN TRADE

FOR THE REPUBLIC OF
COLOMBIA,



MARTA LUCÍA RAMÍREZ

VICE PRESIDENT MINISTER OF
FOREIGN AFFAIRS

ANNEX 1

to the Air Services Agreement between the Republic of Colombia and the Government of St. Vincent and the Grenadines

Section I:

A. The airline(s) designated by the Government of St. Vincent and the Grenadines shall be entitled to operate scheduled air services in both directions on routes specified hereafter:

BEHIND POINTS	FROM ST.VINCENT AND THE GRENADINES	INTERMEDIATE POINTS	POINTS IN COLOMBIA	BEYOND POINTS
Any points	Any Points in ST.VINCENT AND THE GRENADINES	Any points	Any Points in Colombia	Any points

B. The airline(s) designated by the Republic of Colombia shall be entitled to Operate scheduled air services in both directions on routes specified hereafter:

BEHIND POINTS	FROM COLOMBIA	INTERMEDIATE POINTS	POINTS IN ST.VINCENT AND THE GRENADINES	BEYOND POINTS
Any points	Any Points in Colombia	Any points	Any Points in ST.VINCENT AND THE GRENADINES	Any points

Section II:

The designated airline(s) of either Party may, on any or all flights:

- a) operate flights in either or both directions,
- b) terminate any or all of their services in the territory of the other Party,
- c) combine different flight numbers within one aircraft operation,
- d) serve intermediate and beyond point in the territories of the Parties in any combination and in any order,
- e) omit stops at any point or points,
- f) transfer traffic from any of its aircraft to any of its other aircraft at any point,
- g) serve points behind any point in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services,
- h) make stop overs at any point whether within or outside the territory of either Party
- i) carry transit traffic through the other Party’s territory,
- j) combine traffic on the same aircraft regardless of where such traffic originates and

without directional or geographical limitation and without loss of any right to carry traffic otherwise permissible under this Air Services Agreement, provided that any service either begins or terminates in the territory of the country designating the airline(s).

Section III:

The designated airline(s) of both Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), full third and fourth freedom traffic rights without any restrictions whatsoever.

Any intermediate points and points beyond may be served by the designated airline(s) of each Party without exercising Fifth Freedom traffic rights.

The exercise of Fifth Freedom traffic rights may be as agreed upon by the aeronautical authorities of the two Parties.

19th April, 2022.

BY COMMAND

KATTIAN BARNWELL-SCOTT
Secretary to Cabinet
Prime Minister’s Office

Prime Minister’s Office
St. Vincent and the Grenadines.

19th April, 2022.

OTHER NOTICE

**COMPANIES ACT CHAPTER 143 OF THE REVISED LAWS OF
SAINT VINCENT AND THE GRENADINES**

**SPRING PROPERTY OWNERS INC. (NO. 2 OF 2009)
(IN VOLUNTARY LIQUIDATION)**

Pursuant to Section 428 of the Companies Act, notice is hereby given that the aforementioned company has passed the relevant resolution as required by the Act and:

1. Is now in voluntary liquidation prior to being wound up and dissolved.
2. Commences its dissolution on the 1st day of April, 2022.
3. Has duly appointed Simone Murray of Business Logistics Inc. of Pet and Sons Building, Bay Street, Box 691, Kingstown, St. Vincent and the Grenadines, as liquidator.

SIMONE MURRAY
Business, Logistics Inc.
Liquidator.

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2022

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