

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Directives of the Permanent Commission -

DIRECTIVE N°08/71

relating to the conclusion of a bilateral agreement with Belgocontrol regarding the suspension of provision of Air Navigation Services for users in default of route charges payments.

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION:

Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, as amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 7.3 and 13 thereof;

On the proposal of the Provisional Council;

HEREBY ISSUES THE FOLLOWING DIRECTIVE TO THE AGENCY:

Subject to its informing the Commission accordingly, the Agency shall conclude a bilateral agreement with Belgocontrol regarding the suspension by Belgocontrol of provision of Air Navigation Services for users in default of route charges payments, on the basis of an Agreement , copy of which is at Annex.

Done at Brussels, on 08.01.2008

For the President of the Commission,



D. VINCE
Vice-President of the Commission

**AGREEMENT BETWEEN THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR
NAVIGATION (EUROCONTROL)
and
BELGOCONTROL**

The European Organisation for the Safety of Air Navigation (EUROCONTROL), having its headquarters in 1130 Brussels, Rue de la Fusée 96, hereinafter referred to as "EUROCONTROL", represented by its Director General,

and

BELGOCONTROL, an autonomous public company, having its head office in 1030 Brussels, Rue du Progrès 80/2, represented by its Chief Executive Officer,

Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 2.1(1), 6.1(b), 7.3 and 13 thereof;

Having regard to the Multilateral Agreement relating to Route Charges of 12 February 1981; and in particular Article 12 thereof, which stipulates that measures may be taken to enforce recovery when a debtor has not paid the amount due in respect of route charges;

Having regard to the Protocol consolidating the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960 as variously amended, which was opened for signature on 27 June 1997, and in particular Article 6.2 of Annex IV to the consolidated version annexed to the said Protocol, these measures may also include, at EUROCONTROL's request, the review by a Contracting Party or any competent body of the administrative authorisation connected with air transport or air traffic management issued to a person liable to pay the charge, if the relevant legislation so provides;

Having regard to the regulation approved by the Board of Directors of BELGOCONTROL on the 27th October 2005, approved by the Minister of Mobility on the 18 March 2006 and published in the "Moniteur Belge" on the 19 April 2006, according to BELGOCONTROL the right to suspend the provision of air navigation services in case of non-payment by a user;

Having regard to Directive N° taken by the Permanent Commission on ;

Have agreed as follows:

Article 1

According to Article 3 of the above mentioned regulation of the Board of Directors of BELGOCONTROL, EUROCONTROL may request Belgocontrol to suspend the provision of air navigation services for flights made by users to recover 'en-route' charges if the invoices were not paid during a period of three months at least or when the outstanding arrears exceeds 50.000 euro and if part of the due 'en-route' charges is intended for Belgium.

To that effect, EUROCONTROL shall send a letter to Belgocontrol indicating the dates and details of the invoices or the outstanding amount of due 'en-route' charges and the part which is intended for Belgium.

BELGOCONTROL is under no obligation to have recourse to the suspension of provision of air navigation services.

BELGOCONTROL will inform EUROCONTROL within 15 days after reception of the request of its decision.

Article 2

Article 2.1

EUROCONTROL shall indemnify BELGOCONTROL and its staff against:

- a) their legal liability which may arise in respect of loss, damage or injury to aircraft (including the loss of use thereof) or to persons (including injury resulting in death) arising out of the suspension of provision of air navigation services in the airspace of the Kingdom of Belgium for default in the payment of EUROCONTROL route charges, pursuant to a request from EUROCONTROL, and
- b) the costs incurred by BELGOCONTROL and its staff arising out of such action, to the extent agreed beforehand in writing by EUROCONTROL and BELGOCONTROL.

Article 2.2

The indemnity provided for in Article 2.1 above shall not apply where the loss, damage or injury to aircraft or persons are incurred by reason of the wilful default or gross negligence of BELGOCONTROL or its staff.

Article 2.3

When the provision of air navigation services is suspended by BELGOCONTROL for default in the payment of charges other than the EUROCONTROL route charges in respect of which EUROCONTROL had requested the suspension of provision of services, that part of the costs incurred by BELGOCONTROL in respect of those other charges shall be borne by BELGOCONTROL in proportion to the amount of those charges.

Article 3

Any dispute which may arise between EUROCONTROL and BELGOCONTROL with regard to the interpretation or application of this Agreement and which cannot be settled by direct negotiation, shall be heard by the Belgian Courts.

Article 4

The present Agreement shall enter into force on the day of its signature by both Contracting Parties.

In witness whereof, the undersigned, having been duly authorised, sign this Agreement.

Done at Brussels, Belgium on
language.

2007 in two originals in the English

For EUROCONTROL

For BELGOCONTROL

Víctor M. AGUADO
Director General

Jean-Claude TINTIN
Chief Executive Officer