

Airlines Agreements Act 1973

No. 178 of 1973

AN ACT

To amend the *Airlines Agreements Act 1952-1972*.

[Assented to 12 December 1973]

BE IT ENACTED by the Queen, the Senate and the House of Representatives of Australia, as follows:—

1. (1) This Act may be cited as the *Airlines Agreements Act 1973*. Short title
and citation.
- (2) The *Airlines Agreements Act 1952-1972** is in this Act referred to as the Principal Act.
- (3) The Principal Act, as amended by this Act, may be cited as the *Airlines Agreements Act 1952-1973*.
2. This Act shall come into operation on the day on which it receives the Royal Assent. Commence-
ment.
3. Section 3 of the Principal Act is amended by adding at the end thereof the following sub-section:— Approval of
Agreements.
“(4) The agreement between Australia, the Australian National Airlines Commission, Ansett Transport Industries Limited and Ansett Transport Industries (Operations) Proprietary Limited, being the agreement a copy of which is set forth in Schedule 4, is approved.”

* Act No. 100, 1952, as amended by No. 86, 1957; No. 70, 1961 and No. 129, 1972.

4. Section 5 of the Principal Act is repealed and the following section substituted:—

Powers of
Australian
National
Airlines
Commission.

“ 5. The Australian National Airlines Commission—

- (a) shall be taken to have had power to enter into the agreements referred to in sub-sections 3 (2), (3) and (4); and
- (b) is empowered to do all such things as those agreements, and the agreement referred to in sub-section 3 (1) as affected by each of those agreements, provide that the Commission will do.”.

Schedule 4.

5. The Principal Act is amended by adding at the end thereof the Schedule set out in Schedule 1.

Formal
amend-
ments.

6. The Principal Act is amended as set out in Schedule 2.

SCHEDULE 1

Section 3

SCHEDULE TO BE INSERTED IN THE PRINCIPAL ACT

SCHEDULE 4

Section 3 (4)

AN AGREEMENT made the twenty-sixth day of October One thousand nine hundred and seventy-three between THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the first part, the AUSTRALIAN NATIONAL AIRLINES COMMISSION constituted under the Australian National Airlines Act 1945-1973 (in this agreement called "the Commission") of the second part, ANSETT TRANSPORT INDUSTRIES LIMITED a company incorporated under the laws of the State of Victoria relating to companies whose registered office is situated at 489 Swanston Street, Melbourne in the said State (in this agreement called "the Company") of the third part and ANSETT TRANSPORT INDUSTRIES (OPERATIONS) PROPRIETARY LIMITED (formerly called Australian National Airways Proprietary Limited) a company incorporated under the laws of the State of Victoria relating to companies whose registered office is situated at 489 Swanston Street, Melbourne aforesaid (in this agreement called "the Operating Company") of the fourth part.

WHEREAS by an agreement (in this agreement called "the 1952 Agreement") made the twenty-fourth day of October, 1952 between the Commonwealth and Australian National Airways Proprietary Limited and set forth in the Schedule to the Civil Aviation Agreement Act 1952 certain arrangements were agreed to with respect to the operation of air services within Australia:

AND WHEREAS by the Civil Aviation Agreement Act 1952 the Parliament of the Commonwealth approved the 1952 Agreement and provided that the Commission should do all such things as that agreement provides that the Commission would do:

AND WHEREAS following the acquisition by the Company of all the issued shares in Australian National Airways Proprietary Limited an agreement was made the sixteenth day of December, 1957 between the Commonwealth, the Commission, the Operating Company, Ansett Airways Proprietary Limited and the Company in accordance with the provisions of the Civil Aviation Agreement Act 1957 under which additional arrangements were agreed upon with respect to the operation of air services within Australia, including the establishment of a Rationalization Committee:

AND WHEREAS by an agreement (in this agreement called "the 1961 Agreement") made the twenty-sixth day of September, 1961 between the Commonwealth, the Commission, the Company and the Operating Company and approved by the Airlines Agreements Act 1961 further provision was made with respect to the said air services, including a provision limiting the extent of the rate of annual increases in air navigation charges which the Commonwealth might impose in implementing its policy of full recovery of the cost of facilities properly attributable to civil air transport:

AND WHEREAS it was provided by the 1961 Agreement that upon the commencement of that agreement the said agreement dated the sixteenth day of December, 1957 and certain provisions of the 1952 Agreement ceased to have force and effect:

AND WHEREAS it was further provided by the 1961 Agreement that the 1952 Agreement as affected by the 1961 Agreement will continue in force for a further period of ten years so as to expire on the eighteenth day of November, 1977 and that the 1961 Agreement is to be read and construed as forming part of the 1952 Agreement as so extended and affected:

AND WHEREAS by an agreement (in this agreement called "the 1972 Agreement") made the twenty-first day of October, 1972 between the Commonwealth, the Commission, the Company and the Operating Company and approved by the Airlines Agreements Act 1972 further provision was made with respect to the said air services including provision for both the 1952 Agreement as affected and extended by the 1961 Agreement and by the 1972 Agreement and the 1961 Agreement as affected and extended by the 1972 Agreement to continue in force after the eighteenth day of November, 1977 unless and until determined in accordance with the provisions of the 1972 Agreement, but the 1972 Agreement did not affect the operation of the provision in the 1961 Agreement limiting the extent of annual increases in the rate of air navigation charges:

AND WHEREAS it was further provided in the 1972 Agreement that the 1952 Agreement as affected and extended by the 1961 Agreement and by the 1972 Agreement, the 1961 Agreement as affected and extended by the 1972 Agreement and the 1972 Agreement were together to be referred to and to be known as "the 1952-1972 Airlines Agreement":

SCHEDULE 1—*continued*

AND WHEREAS for the speedier attainment of the Commonwealth's policy referred to in the 1961 Agreement of full recovery of the cost of facilities properly attributable to civil air transport the Commonwealth's present objective is to recover eighty per centum of that cost by the thirtieth day of June, 1978:

AND WHEREAS to facilitate attainment of that objective the parties hereto are prepared to agree that the 1952-1972 Airlines Agreement shall be made subject to the terms and conditions hereinafter set out and to enter into this agreement accordingly.

NOW THIS AGREEMENT WITNESSES and it is agreed between the parties to this agreement as follows:—

1. This agreement shall have no force or effect and shall not be binding on the parties to it unless and until it is approved by the Parliament of the Commonwealth.
2. This agreement shall commence and come into full force and effect on the date upon which it is approved by the Parliament of the Commonwealth.
3. (1) This agreement is supplemental to the 1952 Agreement and shall be read and construed as forming part of that agreement as extended and affected by the 1961 Agreement and by the 1972 Agreement and accordingly shall be read and construed as forming part of the 1952-1972 Airlines Agreement.
(2) The 1952-1972 Airlines Agreement as affected by this agreement and this agreement are together referred to in this agreement as, and shall be known as, " the 1952-1973 Airlines Agreement ".
4. For the purpose of more speedily implementing the Commonwealth's policy of full recovery of the cost of facilities properly attributable to civil air transport and with a view to achieving the objective of recovering by the year ending the thirtieth day of June, 1978 eighty per centum of the annual cost of those facilities—
 - (a) paragraph (a) of clause 8 of the 1961 Agreement is amended by deleting the words " ten per centum " and inserting in their place the words " fifteen per centum ";
 - (b) on and from the first day of December 1973 the succeeding provisions of this agreement shall apply with respect to and in relation to the air navigation charges payable by the Commission and the Company.
5. The Commonwealth will as from the first day of December, 1973 increase the rate of air navigation charges by fifteen per centum.
6. The Commission or the Operating Company may from time to time make written application to the Minister to increase air fares or freight charges where loss or loss of profit on its overall operations is claimed to be due to the imposition under or by virtue of this agreement of higher air navigation charges.
7. Whenever the Minister is satisfied that because of the imposition of higher air navigation charges loss or loss of profit is suffered by the Commission or the Operating Company he will as soon as possible and to the extent he considers necessary to make good the loss complained of by the Commission or the Operating Company approve increases in either or both air fares and freight charges as the case may require.
8. (1) The air navigation charges payable pursuant to the Air Navigation (Charges) Act 1952 as amended will be reviewed after the thirtieth day of June, 1975 and not later than the thirtieth day of September, 1975 following negotiation between the parties to this agreement.
(2) Upon review due regard will be given by the Commonwealth to the progress that has been made towards the attainment of its objective aforesaid of recovering eighty per centum of the annual cost of facilities properly attributable to civil air transport.
(3) In contemplation of or following review of air navigation charges under this clause the parties to this agreement will negotiate changes to this agreement which may be necessary to ensure attainment of the objective aforesaid as referred to in sub-clause (2.) of this clause.
9. For the purposes of the recovery of air navigation charges in accordance with the objective of the Commonwealth referred to in the last preceding clause, amounts that are paid to the Commonwealth by way of duty or tax on aviation fuel shall be deemed to have been received by way of recovery of the cost of facilities properly attributable to civil air transport.

SCHEDULE 1—*continued*

10. Without prejudice to the operation of any other clause of this agreement, the Commission, the Company and the Operating Company recognise that the Commonwealth is entitled to fully recover from the air transport industry the costs properly attributable to the provision of facilities for civil air transport and agree to facilitate the implementation of measures taken by the Commonwealth for the purpose of achieving that objective.

11. In the implementation of its policy of full recovery of the costs of facilities properly attributable to civil air transport, the Commonwealth will increase the rate of air navigation charges to international operators by the same percentage as that applied from time to time in respect of the operations of the Commission and the Operating Company.

12. In further implementation of its policy of full recovery of the costs of facilities properly attributable to civil air transport, the Commonwealth will consult annually with the Commission and the Company on departmental activities, programmes, practices, procedures and costs with a view to minimising the amount to be recovered by way of air navigation charges.

13. This agreement shall be in operation until the thirtieth day of June 1978 and shall as from that date, but without prejudice to its prior operation have no further force or effect and as from that date the 1952-1972 Airlines Agreement shall continue in full force and effect in accordance with its provisions with paragraph (a) of clause 8 of the 1961 Agreement in the same form as prior to the coming into operation of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as at the day and year first above written.

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| SIGNED SEALED AND DELIVERED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by the Honourable CHARLES KEITH JONES, Minister for Civil Aviation, in the presence of— | } | C. K. JONES C. J. SMITH | L.S. |
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| THE COMMON SEAL of the AUSTRALIAN NATIONAL AIRLINES COMMISSION was hereunto affixed in the presence of— | } | F. R. W. SCHERGER L. J. FITZGERALD | Chairman Secretary L.S. |
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| THE COMMON SEAL of ANSETT TRANSPORT INDUSTRIES LIMITED was hereunto affixed in the presence of— | } | R. M. ANSETT W. F. FRANKLIN | Director Secretary L.S. |
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| THE COMMON SEAL of ANSETT TRANSPORT INDUSTRIES (OPERATIONS) PROPRIETARY LIMITED was hereunto affixed in the presence of— | } | F. PASCOE H. W. POULTON J. K. SIMPSON | Director Director Secretary L.S. |
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SCHEDULE 2

Section 6

FORMAL AMENDMENTS

| Provision amended | Amendment |
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| Section 3 (1) | Omit " the First Schedule to this Act ", substitute " Schedule 1 ". |
| Section 3 (2) | Omit " the Second Schedule to this Act ", substitute " Schedule 2 ". |
| Section 3 (3) | Omit " the Third Schedule to this Act ", substitute " Schedule 3 " |
| Section 4 | Omit " the last preceding section ", substitute " section 3 ". |
| Section 6 | Omit " section three of this Act ", substitute " section 3 ". |
| The Schedule | Omit " THE SCHEDULES. " |
| First Schedule | Omit " FIRST SCHEDULE. ", substitute " SCHEDULE 1 ". |
| Second Schedule | Omit " SECOND SCHEDULE. ", substitute " SCHEDULE 2 ". |
| Third Schedule | Omit " THIRD SCHEDULE. ", substitute " SCHEDULE 3 ". |