

This PDF was generated on 18/01/2022 from online resources of
the **Qatar Digital Library**

The online record can be viewed at:

http://www.qdl.qa/en/archive/81055/vdc_100000000833.0x000023

It contains extra information, high resolution zoomable views and transcriptions.

'Heads of Agreement between His Majesty's Government in the United Kingdom and His Highness the Shaikh of Kuwait'

Holding Institution	British Library: India Office Records and Private Papers
Reference	IOR/L/PS/18/B472
Date(s)	23 May 1938 (CE, Gregorian)
Written in	English in Latin
Extent and Format	1 file (1 folio)
Copyright for document	<u>Unknown</u>



About this record

This printed memorandum contains the heads of agreement of the Kuwait Civil Air Agreement between the United Kingdom and Kuwait, signed by the ruler of Kuwait [Shaikh Aḥmad bin Jābir Āl Ṣabāḥ], and Captain Gerald S de Gaury, Political Agent at Kuwait dated 23 May 1938. The agreement contains seventeen numbered paragraphs with details concerning the establishment of an aerodrome or aerodromes and ancillary services, as well as landing and housing fees, supply of fuel and lubricants, appointment of agents, and an exemption of duty charges on petrol and oil.

'Heads of Agreement between His Majesty's Government in the United Kingdom and His Highness the Shaikh of Kuwait' [1r] (1/2)

Book Copy.

MEMO B.472

P.Z. 5007/40.

HEADS OF AGREEMENT BETWEEN HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM AND HIS HIGHNESS THE SHAIKH OF KUWAIT.

1. The Shaikh agrees to grant to His Majesty's Government exclusive rights to establish and maintain as his agents and subject to the provisions of this Agreement and of the Air Navigation Regulations for civil aircraft issued by him, an aerodrome or aerodromes and ancillary services within the Shaikh's territory and to charge fees in respect of the use of the aerodrome or aerodromes and such ancillary services.
2. The Shaikh agrees that sole discretion as to the appointment of agents (a) to manage and (b) to maintain the aerodrome or aerodromes on their behalf shall be vested in His Majesty's Government during the period of this Agreement. Such agents shall exercise supervision, in respect of such aerodrome or aerodromes, necessary for the carrying out of the Air Navigation Regulations, with the exception of Air Sanitary formalities which will be exercised by the Quarantine Medical Officer, and of the Passport and Customs Regulations, which will be exercised by the Passport and Customs Officials respectively of the Shaikh.
3. Aircraft authorized by the Shaikh under the Air Navigation Regulations to fly in his territory shall be permitted to use the aerodrome or aerodromes subject to the conditions of this agreement.
4. His Majesty's Government shall not grant without the consent of the Shaikh the use of the aerodrome or aerodromes to foreign aircraft.
5. All transactions and correspondence whether by British or Foreign Companies or Pilots shall be conducted through the British Political Authorities.
6. The use of the aerodrome (or aerodromes) and facilities shall be subject to the conditions approved by the Shaikh set out in the Schedule attached to this agreement, subject to such amendments as may from time to time be agreed.
7. The Shaikh agrees that His Majesty's Government may erect, maintain and operate, either directly or through agents appointed by them, a wireless transmitting and receiving and direction finding station for the purpose of communicating with aircraft.
8. Aircraft authorized to fly over and land in the territory of the Shaikh shall be allowed to send and receive communication by wireless to and from such station.
9. The Shaikh agrees that His Majesty's Government directly or through their agents shall charge landing and housing fees and other charges at the rates specified in schedules I and II to this agreement as amended from time to time, and that in recognition of His Majesty's Government's expenditure on the aerodromes and of the consideration paid to the Shaikh under clause 16 below, His Majesty's Government shall for the period of this agreement retain such fees and charges.
10. His Majesty's Government shall fix and post up in a prominent place at the aerodrome a scale of charges for attendance and facilities for aircraft and personnel using the aerodrome.
11. His Majesty's Government shall have the sole right to supply either directly or through their agents fuel and lubricants to users of the aerodrome at rates which shall be posted up in a prominent place on the aerodrome.

12./

'Heads of Agreement between His Majesty's Government in the United Kingdom and His Highness the Shaikh of Kuwait' [1v] (2/2)

2.

12. The Shaikh agrees to grant to His Majesty's Government or their appointed agents the right to send from and receive at any W/T station established and operated under this agreement wireless communications relating to aircraft and to levy and retain charges in respect of such communication.

13. The Shaikh agrees that His Majesty's Government or their appointed agents may levy and retain charges in respect of meteorological reports and messages specially obtained or sent by them in relation to aircraft.

14. The Shaikh agrees that His Majesty's Government may at their option arrange with users of the aerodrome for the payment by such users to them of a consolidated sum in respect of all charges including landing and housing fees arising in connection with their users of the said aerodrome.

15. The Shaikh agrees to exempt from customs or other duties on petrol and oil imported by His Majesty's Government or their appointed agents for the purpose of refuelling aircraft, aircraft and spare parts therefor, aero engines and spare parts therefor, wireless and D/F apparatus for the wireless and direction finding station and spare parts therefor.

16. His Majesty's Government shall pay to the Shaikh in respect of the lease of the aerodrome, and for the privileges enumerated above, an inclusive annual rental of £500/- for a period of 7 years, and a further sum representing customs duty on petrol and oil retailed in Kuwait by His Majesty's Government, or their agents, for refuelling of aircraft other than those of Imperial Airways Ltd.

17. This agreement shall be renewable at the option of His Majesty's Government, with the concurrence of the Shaikh, at the conclusion of 7 years from the date of signature, subject to such amendments as may be thought to be desirable by His Majesty's Government and the Shaikh.

Dated, Kuwait, the 23rd May 1938.

(Sgd.)

Ruler of Kuwait.

(Sgd.) G. S. de Gaury,
Captain.

Political Agent, Kuwait.