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**Law No. (17) of 2011 ratifying the Air Services Convention between the Government of the Kingdom of Bahrain and the Government of the Sultanate of Oman**

We, Hamad bin Isa Al Khalifa, King of the Kingdom of Bahrain.

Having reviewed the Constitution, And the Air Services Convention between the Government of the Kingdom of Bahrain and the Government of the Sultanate of Oman signed in Manama on 22 February 2010,

The Shura Council and the Council of Representatives have approved the following law, which we have ratified and enacted:

**Article One**

The Air Services Convention between the Government of the Kingdom of Bahrain and the Government of the Sultanate of Oman signed in Manama on 22 February 2010, attached to this law, has been ratified.

**Article Two**

The Prime Minister and the ministers - each within his jurisdiction- shall implement this Law, and it shall come into force from the day following the date of its publication in the Official Gazette.

**King of Kingdom of Bahrain Hamad bin Isa Al Khalifa**

Issued on: 18 Rajab 1432 A.H. Corresponding to: 20 June 2011

**Air Services Convention between the Government of the Kingdom of Bahrain and the Government of the Sultanate of Oman**

**The Government of the Kingdom of Bahrain and the Government of the Sultanate of Oman,**

**As parties to the Convention on International Civil Aviation presented for signature in Chicago on the seventh of December of the year 1944 and desiring to conclude a supplementary convention to the mentioned Convention in order to establish air services between their respective territories and beyond.**

**Have agreed as follows:**

**Article (1) Definitions**

**For the purposes of this Convention, unless the text otherwise requires:**

a) The term "the Convention" refers to the Convention on International Civil Aviation presented for signature in Chicago on the seventh day of December 1944, which includes any annexe established in accordance with Article (90) of that Convention and any amendments made to the annexes or the Convention in accordance with Articles (90) and (94) thereof, provided that such annexes and amendments have become effective or have been ratified by both contracting parties.

b) The term “aviation authorities” means for the Kingdom of Bahrain the Civil Aviation Affairs or any other entity or person authorized to exercise the powers currently vested in it or similar powers and for the Sultanate of Oman, the Minister of Transport and Communications or any other entity or person authorized to exercise the powers currently vested in him or similar powers.

c) The term "designated airline" refers to the airlines which have been appointed and licensed under Article (2) of this Convention.

d) The term "territory," for any State, shall have the specific meaning defined in Article (2) of this Convention.

e) The terms "air service", "international air service", "airline" and “landing for non-commercial purposes” shall have the meanings defined in Article (96) of the Convention.

f) The term “capacity” for any aircraft refers to the revenue-earning and available capacity of that aircraft on a particular route or a part thereof.

g) The term “capacity” for the agreed service refers to the capacity of the aircraft used in this air service multiplied by the number of times this aircraft has been invested within a specified period on a specified route or a part thereof.

h) The term “tariff” refers to the charges payable for the carriage of passengers and goods, and the conditions subject to which these charges shall apply, including the charges and conditions relating to agency and other auxiliary services, excluding rates and conditions relating to the carriage of mail.

i) The term "route schedules" refers to the route schedules annexed to this Convention and any amendments made thereto as agreed upon in accordance with the provisions of Article (21) of this Convention. The route schedules form an integral part of this Convention.

**Article(2) Granting of Rights**

1) Each contracting party shall grant the other contracting party the rights specified in this Convention for the establishment and investment in regular international air services on the routes specified in the two route schedules annexed to this Convention hereinafter referred to as “agreed services" and “specified routes” respectively. The airline designated by each contracting party, during its investment in the agreed service on a specified route, shall enjoy the following rights:

a. Flying through the territory of the other contracting party without landing.

b. Stopping in the mentioned territory for non-commercial purposes.

c. Embarking and disembarking passengers, goods and mail at any point on the specified routes in accordance with the provisions contained in the two route schedules annexed to this Convention.

2) Paragraph (1) of this Article does not grant the airline of either contracting party the right to carry passengers, goods or mail for remuneration or charge between points within the territory of the other contracting party.

**Article ( 3 ) Designation of Airlines**

1) Each of the contracting parties has the right to designate - and notify the other contracting party in writing - one or more airlines to invest in the agreed services on the specified routes.

2) Subject to the provisions of paragraphs (3) and (4) of this Article, immediately upon receipt of such notification, the other contracting party shall grant the designated airline the necessary investment licenses without delay.

3) The aviation authorities of either contracting party may require the airline designated by the other contracting party to evidence compliance with the requirements specified in laws and regulations normally applied by those authorities in a reasonable manner for the investment in international air services, in accordance with the provisions of the Convention.

4) Each of the contracting parties shall retain the right to refuse to grant investment licenses referred to in paragraph (2) of this Article or to impose, as it deems necessary, conditions on the exercise of the rights granted to the designated airline under Article (2) of this Convention, in any case where this contracting party is not satisfied that a substantial part of the ownership and effective control of the airline and its effective operations is vested in the contracting party designating it or in its nationals.

5) The designated airline, duly licensed as such, may commence the investment in the agreed services at any time, provided that it has established tariffs in accordance with the provisions of Article (12) of this Convention, and such tariffs have become effective for that service.

**Article ( 4 ) Cancellation or Suspension of Investment Licenses**

1) Each of the contracting parties shall retain the right to cancel the investment licenses or suspend the airline designated by the other contracting party from exercising the rights specified in Article (2) of this Convention or impose any necessary conditions on the exercise of these rights, in the following cases:

a. After being convinced that a substantial part of ownership and effective control of the said company is vested in the contracting party that designated it or in its nationals, or

b. Failure of the mentioned company to comply with the laws or regulations applicable to the other contracting party that granted these rights, or

c. Failure of the Company to invest in accordance with the conditions set forth in this Convention.

2) The cancellation, suspension or imposition of the conditions referred to in paragraph (1) of this Article shall not be carried out without consulting the other contracting party, unless it is necessary to do so immediately to prevent the continued violation of laws and regulations.

3) The rights of the other contracting party, as stipulated in Article (19) of this Convention, shall not be prejudiced in the event that one of the contracting parties takes the aforementioned actions.

**Article ( 5 ) Exemption From Customs Fees**

1) Aircrafts operating in international air services under the airline designated by either of the contracting parties, as well as their fuel supplies, lubricating oils, spare parts, usual equipment of aircrafts, aircrafts provisions (including food, beverages, and tobacco), upon arrival in the territory of the other contracting party or when placed on an aircraft in that territory for the sole purpose of use by or on board aircraft of that company, shall be exempted by from all customs fees, inspection fees or similar charges in the territory of the other contracting party, even if these supplies are consumed on flights within the territory.

2) The fuel supplies, lubricating oils, spare parts, usual equipment of aircrafts and aircrafts provisions (including food, beverages, and tobacco) kept on board an aircraft affiliated with the airline designated by either contracting party shall be exempted from customs fees, inspection fees and any similar charges in the territory of the other contracting party, even if these supplies are consumed on flights within that territory. The exempted goods shall not be unloaded except with the approval of the customs authorities of the other contracting party, and goods intended for re-export shall be placed under customs control until they are re-exported under the supervision of the customs authorities.

3) Goods and baggage in direct transit through the territory of either contracting party shall be exempted from customs fees, taxes, similar fees and charges.

**Article (6) Airport Fees**

The fees imposed or authorized to be imposed by either contracting party on the designated airline of the other contracting party for the use of airports and other facilities under its administration shall not be higher than those charged by the national airlines of that party providing similar international air services using the same airports and facilities.

**Article ( 7 ) Application of Laws and Regulations**

1) The laws and regulations in force in either contracting party shall apply to the navigation and investment of aircrafts of the airline designated by either contracting party when entering the territory of the other contracting party, during its stay therein and upon its departure or transit over that territory.

2) The laws and regulations in force in either contracting party regarding the entry or exit of passengers, aircraft crews and goods to or from its territory shall apply, especially regarding passports, customs, currency and transactions as well as medical procedures and quarantine on passengers, aircrafts crews and goods arriving at or departing from the territory of either contracting party on board the aircrafts of the airlines designated by the other contracting party.

3) The airlines designated by the contracting parties shall comply with the laws of the other contracting party with regard to the import and export of animals and plants into and out of its territory, particularly when their aircrafts enter the territory of that country, are present therein or depart therefrom.

**Article (8) Principles Governing the Investment in the Agreed Services**

1) Airlines designated by each of the contracting parties shall have fair and equal opportunities to invest in the agreed services on the specified routes between their territories.

2) The airline designated by either contracting party shall take into account, during its investment in the agreed services, the interests of the airlines affiliated with the other contracting party, so as not to unduly affect the services provided by the other airline in whole or in part.

3) The agreed services provided by the airlines designated by either contracting party shall be closely linked to the public's transportation needs on the specified routes and their main objective shall be to provide reasonable capacity to accommodate current and anticipated passenger and goods transport needs, including mail originating or terminating in the territory of the contracting party that designated the airline. The transport of passengers, goods, including mail, carried to or from points on the specified routes within the territories of other countries, apart from those appointing the airline, should be carried out in accordance with the general principles that the capacity shall be proportionate to:-

a- Movement requirements to and from the territory of the contracting party that designated the airline.

b- Absolute movement requirements through which the agreed services pass, taking into account the transport services of other airlines affiliated with the countries covered by the region.

c- Transit airline operation requirements.

**Article (9) Sale and Marketing of Airline Products**

According to the laws and regulations in force in each contracting party, each air carrier designated by the other contracting party shall have the right to engage in the sale and marketing of international air transport services and products within the territory of the contracting party by itself or through an agent, including authorizing airlines to establish their offices in the areas they serve and in areas they do not serve.

**Article (10) Employment of Foreigners and Access to Local Services**

In accordance with the laws and regulations applicable to both contracting parties, each party shall allow the air carriers affiliated with the other party to:

a- Recruiting foreign employees to its territory and appointing them to perform administrative, commercial, technical, operational and other specialized tasks required for providing air transportation services, in accordance with the laws and regulations governing entry, residence and employment in the receiving countries.

b- Utilizing the services of employees from any other institution, company or other airline operating in its territories and authorized to provide these services.

**Article (11) Approval of Flights Schedules**

The airline designated by each contracting party shall submit to the aviation authorities of the other contracting party the flights schedules, including the type of the aircrafts to be used, for approval at least thirty (30) days prior to the commencement of services operations on the specified routes. This requirement shall as well apply to any subsequent changes, and the specified period may be reduced in exceptional cases with the approval of the mentioned authorities.

**Article (12) Tariff**

1) The tariff charged by the airline affiliated with either contracting party for the transport to and from the territory of the other contracting party shall be set at reasonable levels, taking into account all relevant factors, including investment costs, reasonable profit and the tariffs of other airlines.

2) The tariff referred to in paragraph (1) of this Article shall, whenever possible, be approved by the designated airlines affiliated with both contracting parties, after consultation with the airlines operating on some or all of the specified routes. Agreements shall be reached using the special procedures of the International Air Transport Association or any internationally recognized similar body.

The agreed tariff, as mentioned above, shall be submitted to the aviation authorities of both contracting parties for approval at least forty-five (45) days prior to the intended application date. In exceptional cases, this period may be reduced by agreement with the mentioned authorities.

4) Explicit approval of this tariff shall be permissible, and if neither aviation authorities declares its non-approval within thirty (30) days from the date of submission in accordance with paragraph (3) of this Article, it shall be deemed approved. In the event of a reduction in the specified period for tariff submission according to paragraph (3), the aviation authorities may agree that the notification period for non-approval shall be less than thirty (30) days.

5) If an agreement on the tariff pursuant to paragraph (2) of this Article cannot be reached, or if one aviation authority notifies the other aviation authority within the period specified in paragraph (4) of this Article of its non-approval of the agreed tariff according to the provisions of paragraph (2) of this Article, the aviation authorities of the contracting parties shall endeavour to determine the tariff by mutual agreement.

6) If the aviation authorities are unable to reach an agreement on any proposed tariff under paragraph (3) of this Article or on any tariff under paragraph (5) of this Article, the dispute shall be settled in accordance with the provisions of Article (19) of this Convention.

7) The tariff established under the provisions of this Article shall remain in effect until a new tariff is established. However, based on this paragraph, the validity of the tariff may not be extended for more than twelve (12) months beyond the designated expiry date.

**Article (13) Exchange of Information**

1) Each of the contracting parties shall request, in a timely manner as feasible, from the airline designated by the other party, the provision to the aviation authorities of the other contracting party, copies of the tariff, schedules, including any amendments thereto and all other relevant information pertaining to the investment of the agreed services. This shall include data regarding the capacity offered on each specified route and any other information that may be required to convince the aviation authorities of the other contracting party of full compliance with the requirements of this Convention.

2) Each of the contracting parties shall request from the airline designated by it to provide the aviation authorities of the other contracting party with statistical data relating to the traffic carried on the agreed services, including the points of departure and destination.

**Article (14) Recognition of Licenses and Certificates**

Certificates of airworthiness, competency certificates and licenses issued or recognized by one of the contracting parties and still in force by the other contracting party shall be considered valid for the operation of the agreed services on the specified routes in the annex, provided that such certificates or licenses comply with the established standards in accordance with the Convention. However, each of the contracting parties shall have the right to refuse recognition for the purpose of operating flights within its territory with respect to competency certificates and licenses granted to its own nationals and recognized by the other contracting party.

**Article (15) Aviation Security**

1) The contracting parties shall affirm, in accordance with their rights and obligations under international law, that each party's commitment to protecting the security of civil aviation against acts of unlawful interference constitutes an integral and inseparable part of this Convention. Without prejudice to the generality of their rights and obligations under international law, the contracting parties shall act in accordance with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircrafts, signed in Tokyo on 14 September 1963 and the Convention for the Suppression of Unlawful Seizure of Aircrafts, signed in The Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed in Montreal on 23 September 1971 and the Protocol for the Suppression of Acts of Violence at Airports Serving International Civil Aviation, signed in Montreal on 24 February 1988 and any other international conventions related to the security of aviation the contracting parties have joined.

2) The contracting parties shall provide, upon request, all necessary assistance to each other to prevent unlawful acts of seizure of civil aircrafts and other unlawful acts against the safety of aircrafts, passengers, crew, airports and air navigation facilities as well as any other threat to the security of civil aviation.

The two parties shall operate within their mutual relationship in accordance with the aviation security provisions issued by the International Civil Aviation Organization and contained in the annexes to the International Air Convention, to the extent that these security provisions apply to both parties. They shall request aircrafts investors registered with them, or aircrafts investors whose main place of business or permanent residence is within their territories, as well as airport investors within their territories, to comply with the mentioned aviation security provisions.

4) Both contracting parties shall agree that it is permissible to request the mentioned aircrafts investors to comply with the aviation security provisions referred to in paragraph (3) above, as requested by the other contracting party regarding entry into, departure from or during the presence in the territory of that other contracting party. Both contracting parties shall be committed to ensuring the effective implementation of the appropriate measures within their territory for the protection of aircrafts, examination of passengers, crew, carried items, baggage and goods as well as aircraft supplies before and during boarding and loading. In addition, both contracting parties shall duly consider any reasonable request from the other contracting party to take specific and reasonable security measures to address a particular threat.

5) The contracting parties shall mutually assist each other in the event of an incident or threat of an incident involving the unlawful seizure of civil aircraft or any other unlawful acts against the safety of aircrafts, its passengers and crew, airports, or air navigation facilities by facilitating communications and implementing other appropriate measures to promptly and safely resolve or mitigate such incidents or threats.

**Article (16) Aviation Safety and Aircrafts Registration, Operation and Lease**

1) Each contracting party may, at any time, request consultations regarding the safety standards applied by the other contracting party in any area related to aircraft crew or their operations. These consultations shall be held within thirty (30) days from the date of the request.

2) If a contracting party determines, after conducting such consultations, that the other contracting party is not applying or not effectively implementing the minimum standards of aviation safety in force at the time in accordance with the Chicago Convention, the first party shall notify the other party of the findings and the necessary steps it requires to be taken to comply with the minimum standards. The other party shall take the appropriate corrective measures . If the other contracting party fails to take the appropriate corrective measures within a period of (15) days or any longer period agreed upon, it shall be considered a ground for the application of Article (4) of this Convention.

3) Notwithstanding the conditions set forth in Article (33) of the Chicago Convention, it shall be agreed that any aircraft operated by designated airlines on services to and from the territory of the other contracting party may be subject to internal and external inspection by delegates authorized by the other contracting party in order to verify the validity of certificates and authorizations of the aircraft and its crew, as well as the general condition of the aircraft and its equipment (referred to in this article as “field inspection”), provided that it does not cause any unjustifiable delay to the aircraft.

4) In the event that the following is revealed during the field inspections: a- Non-compliance of the aircraft or its operation, in a matter causing concern, with the minimum level of aviation safety prescribed in the Chicago Convention, or: b- Failure to effectively implement, in a matter causing concern, the prescribed maintenance levels of aviation safety standards in force at the time as prescribed in the Chicago Convention. The contracting party conducting the field inspection according to the purposes set forth in Article (33) of the Chicago Convention shall have the right to conclude that the requirements under which certificates or authorizations related to the aircraft or its crew, which have been issued or considered valid, or the requirements under which the aircraft is operated, are inconsistent and do not conform with the minimum standards of the standard rules contained in the Chicago Convention.

5) In the event that a representative of the designated airline refuses to conduct the field inspection on an aircraft operated by the airlines designated by one of the contracting parties in accordance with paragraph (3) of this Article, the other contracting party may conclude that the concerns referred to in paragraph (4) of this Article may have happened, leading to the conclusions mentioned in that paragraph.

6) Each of the contracting party shall reserve the right to suspend or amend the operating license issued to the airline affiliated with the other contracting party immediately if the first contracting party concludes that taking urgent measures is necessary for the safety of the airline operations, whether as a result of the conduct of the field inspection, refusal to conduct the field inspection, refusal to hold consultations, or otherwise.

7) Any action taken by either contracting party in accordance with paragraphs (2) or (6) above must be suspended if the reasons giving rise to it have ceased to exist.

8) Each of the contracting parties shall require the airlines designated by either of them to comply with the pre-notification requirements for obtaining the approval of the civil aviation authorities affiliated with either of the contracting parties when any designated airline intends to lease an aircraft that is not owned by it, whether registered in the investor's country or another country, for the purpose of its investment in the territory of either of the contracting parties, in accordance with the agreed points in this Convention.

9) In accordance with Article (83 bis) of the Convention, responsibilities and functions related to safety aspects of the use of leased aircrafts may be transferred wholly or partly to the state of the leasing airline for the leased aircraft that will be operated under its supervision.

**Article (17) Transfer of Revenues**

1) Each of the contracting parties shall grant the airline designated by the other contracting party the right to transfer the surplus of revenues over expenses generated by the said company in the territory of the first contracting party, in exchange for the transport of passengers, mail and cargo, based on prevailing foreign currency exchange rates for current payments.

2) If either of the contracting parties imposes restrictions on the transfer of the surplus of revenues over expenses generated by the airline designated by the other party, the latter party shall have the right to impose similar restrictions on the airline designated by the first party.

**Article (18) Consultations**

1) In the spirit of cooperation, the aviation authorities of both contracting parties shall consult with each other from time to time to ensure satisfactory implementation and adherence to the provisions of this Convention and its attached schedules. They shall also consult, as necessary, to make any amendments thereto.

2) Either of the contracting parties may request in writing to enter into consultations, which shall commence within sixty (60) days from the date of receipt of the request unless the contracting parties agree to extend this period.

**Article (19) Settlement of Disputes**

1) In the event of any dispute arising between the contracting parties regarding the interpretation and/or application of this Convention, they shall first attempt to settle it through negotiation.

2) If the contracting parties fail to reach a settlement through negotiation, they may agree to refer the dispute to a person or authority for resolution. If they do not agree on such referral, either party may submit the dispute to arbitration by an Arbitral Tribunal of three arbitrators, with each contracting party appointing one arbitrator. The two appointed arbitrators shall then agree on the selection of the third arbitrator. Each contracting party shall appoint its arbitrator within sixty (60) days from the date of receiving a diplomatic memorandum from the other contracting party requesting the referral of the dispute to such Tribunal. The appointment of the third arbitrator shall also be made within another sixty (60) days. If either of the contracting parties fails to appoint its arbitrator within the specified period or if the third arbitrator is not appointed within the specified period, the President of the Council of the International Civil Aviation Organization, upon request by either contracting party, shall make the necessary appointment of the arbitrator or arbitrators according to the circumstances. In such a case, the third arbitrator shall be a national of a third country and shall preside over the Arbitral Tribunal.

3) The contracting parties shall undertake to implement any decision issued in accordance with paragraph (2) of this Article.

4) If either contracting party or any airline designated by any contracting party fails to comply with the decision made under this Article, the other contracting party may limit, withdraw or suspend any rights or privileges granted under the present Convention to the defaulting contracting party or the airline designated by the contracting party.

**Article (20) Multilateral Conventions**

In the event of the conclusion of an agreement or multilateral convention relating to air transport, to which the contracting parties are both parties, this Convention shall be amended to conform with the provisions of that agreement or convention.

**Article (21) Amendments**

1) If either of the contracting parties wishes to amend any provision of the Convention, including the two route schedules which form an integral part thereof, it shall request consultations in accordance with the provisions of Article (18) of this Convention, and such consultations may be conducted through the exchange of communications.

2) If the amendment pertains to the provisions of the Convention and not to the two route schedules, the approval thereof by each of the contracting parties shall be in accordance with the legal procedures in force in each of them, and it shall become effective upon the exchange of diplomatic memorandums confirming such approval.

3) If the amendment is limited to the provisions of two route schedules, it shall be agreed upon by the aviation authorities of each of the contracting parties.

**Article (22) Registration with the Civil Aviation Organization**

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

**Article (23) Termination of the Convention**

Either of the contracting parties shall have the right to notify the other contracting party at any time of its decision to terminate this Convention, provided that simultaneous notification shall be made to the International Civil Aviation Organization. In such case, this Convention shall cease to be effective after the lapse of twelve (12) months from the date of receipt of the notification by the other contracting party, unless the withdrawal of this notification is agreed upon before the expiration of this period. If the other contracting party does not acknowledge receipt of the notification, it shall be deemed to have received it after fourteen (14) days from the date of receipt of the notification by the International Civil Aviation Organization.

**Article ( 24 ) Entry Into Force**

This Convention shall be ratified by each of the contracting parties in accordance with the legal/constitutional procedures applicable in their respective countries and shall enter into force on the day the diplomatic notes confirming the completion of these procedures are exchanged. In proof whereof, the undersigned, based on the authorization granted to each of them by their respective governments, have signed this Convention. This Convention was signed in the Kingdom of Bahrain on Monday, 8 Rabi' Al-Awwal, 1431 A.H. Corresponding to 22 February 2010, in two original copies in Arabic.

**On behalf of the Government of the Kingdom of Bahrain On behalf of the Government of the Sultanate of Oman**

**Pilot / Abdulrahman Mohammed Al-Qaoud Undersecretary for Civil Aviation Affairs Mohammed bin Sakhr Al-Amri Undersecretary of the Ministry of Transport and Communications for Civil Aviation Affairs**

**Annex Route Schedule No. (1)**

1- The air routes authorized for investment by airlines designated by the Kingdom of Bahrain.

|  |  |  |  |
| --- | --- | --- | --- |
| **From** | **Intermediate Points** | **To** | **Beyond Points** |
| (1) | (2) | (3) | (4) |
| Points in the Kingdom of Bahrain | Any Points | Points in the Sultanate of Oman | Any Points |

2- Airlines designated by the Kingdom of Bahrain shall have the right to cancel landing during any or all of their flights at any point, intermediate point or beyond, provided that the agreed services on these routes start from column number (1).

**Route Schedule No. (2)**

1- The air routes authorized for investment by airlines designated by the Sultanate of Oman.

|  |  |  |  |
| --- | --- | --- | --- |
| **From** | **Intermediate Points** | **To** | **Beyond Points** |
| (1) | (2) | (3) | (4) |
| Points in the Sultanate of Oman | Any Points | Points in the Kingdom of Bahrain | Any Points |

2- Airlines designated by the Sultanate of Oman shall have the right to cancel landing during any or all of their flights at any point, intermediate point or beyond, provided that the agreed services on these routes start from column number (1).