

4. Each Contracting Party shall ensure that user charges imposed under paragraph 3 on the airlines of the other Contracting Party reflect, but not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, aviation security and related facilities and services at the airport or within the airport system. The charges may include a reasonable return on assets, after depreciation. Facilities and services for which charges are imposed shall be provided on an efficient and economic basis.

5. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines or their representative bodies using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines or their representative bodies to exchange the necessary information to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 2 and 3. Each Contracting Party shall encourage its competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable them to express their views before changes are made.

6. A Contracting Party shall not be held, in dispute settlement procedures of Article 19, to be in breach of a provision of this Article, unless (a) it fails to undertake a review of the user charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or (b) following a review it fails to take all steps within its power to remedy any user charge or practice that is inconsistent with this Article.

ARTICLE 12

Capacity

1. Each Contracting Party shall give a fair and equal opportunity to the designated airlines of both Contracting Parties to provide the agreed services on the specified routes.

2. Each Contracting Party shall allow any designated airline of the other Contracting Party to determine the frequency and capacity of the agreed services it offers based on the airline's commercial considerations in the marketplace. Therefore, a Contracting Party shall not impose on the designated airline of the other Contracting Party any requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement. A Contracting Party shall not unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airline of the other Contracting Party, except as may be required for customs and other government inspection services, technical, or operational reasons under uniform conditions consistent with article 15 of the Convention.