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June • 2008

AUSTRALIAN LEBANESE CHAMBER OF COMMERCE

NEWS



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AUSTRALIAN LEBANESE
CHAMBER OF COMMERCE

NEWS

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A Word from the President



Dear Members and Friends,

It gives me great pleasure to inform our Members, friends and supporters that recently The Australian Lebanese Chamber of Commerce purchased a new premises at Strathfield, and we hope that in the very near future, the Chamber will be in a position to hold regular Displays/Exhibitions of various products from both Australia and Lebanon.

The purpose of this, is to introduce what Australia can offer to the Lebanese market, and vice versa. This is a major step, which we believe will enhance trade relations between the two countries. It will make it much easier for potential buyers from both countries and beyond, to find whatever product/services that may be of interest to them...

We will continue our push to increase trade between Lebanon and Australia, and have helped a considerable number of people by giving them the right advice on how to conduct their new business. We are ever hopeful that with a peaceful Lebanon, the trade figures will climb dramatically...the ALCC remains ready to assist in anyway possible in any economic/trade matters, that may concern members and supporters of the Chamber.

Joe Khattar
President

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OBTAINING AN EASEMENT OVER A NEIGHBOURING PROPERTY UNDER S88K OF THE CONVEYANCING ACT, 1919 NSW

The law has long recognised the right of a person to use another person's land in certain circumstances by the imposition of an easement.

Under s88K of the Conveyancing Act, 1919 NSW (the "Conveyancing Act") the Supreme Court may make an order imposing an easement over land if the easement is reasonably necessary for the effective use or development of other land that will have the benefit of the easement. Section 88K was inserted in the Conveyancing Act by the Property Legislation Amendment (Easements) Act 1995 No. 71 and came into effect on 12 February 1996. An order pursuant to Section 88K of the Conveyancing Act may only be made if the Court is satisfied of the following:

(a) Use of the land in accordance with the easement will not be inconsistent with the public interest;

There are situations where a developer obtains development consent subject to the obtaining of an easement (for example an easement to drain stormwater) over a neighbouring property. In deciding whether to order the granting of an easement (which would facilitate the development proceeding), the Court will look at whether or not the proposed development is inconsistent with the public interest. The development proposal may, for example, involve the installation of detention systems which may reduce the overall stormwater run-off over both the developed land and neighbouring properties, and the Court may find that the proposed development is in the public interest.

(b) The owner of the land to be burdened by the easement and each other person having an estate or interest in that land can be adequately compensated for any loss or other disadvantage that will arise from imposition of the easement;

Tregoyd Gardens Pty Limited v Jervis & Anor (1997) 8 BPR 15,845 was one of the first cases in which the Courts really addressed the issue of how compensation should be calculated. It was recognised in *Tregoyd* that compensation should not just be limited to the value of the proprietary rights (i.e. how much the easement is worth as a species of property) but also must be related to the level of disturbance that is necessary during the work and also whether the easement requires maintenance and repair through time.

In *Wengarin Pty Ltd v Byron Shire Council* [1999] NSWSC 485, Young J said that

"Ordinarily the amount of compensation reflects the diminished value of the affected land (including its potential use), associated costs, and compensation for insecurity and loss of amenities such as peace and quiet."

In *Tenacity Investment v Ku-Ring-Gai Council & Others* [2008] NSWLEC 27, Pain J held that in that particular case only nominal compensation was justified. There were no costs incurred by the respondents and no loss of amenity or security that needed to be assessed in determining the amount of compensation payable.

(c) All reasonable attempts have been made by the applicant for the order to obtain the easement or an easement having the same effect but have been unsuccessful.

The Applicant must show at least an initial attempt to obtain easement through negotiation and must not launch into litigation.

Young J in *Hanny v Lewis* (1998) 9 BPR 16,205 said:

"The Plaintiff must at least make an initial attempt to obtain the easement by negotiation and although there may be some cases where it might be quite clear that there is going to be no interest at all in any money, in almost every case the Court would expect some monetary offer to be made ... one knows from experience that one does not get negotiations rolling until someone has made an offer that can be tested."

In *Tregoyd*, Hamilton J opined:

"... once it appears from an objective point of view that it is extremely unlikely that further negotiations will produce a consensus within the reasonably foreseeable future, it may be concluded that all reasonable attempts have been made to obtain the easement, provided of course, that the reason for

that position is not simply because the Respondent has not been sufficiently informed by the Applicant of what is being sought by the Applicant or has not had an opportunity to consider its position and its requirement in relation thereto."

In *Sodhi v Stanes* [2007] NSWSC 177 the Court held that whilst the plaintiff had attempted to negotiate and made all reasonable attempts to obtain the easement proposed, he could have done more to explore the prospect of an alternative easement in order to secure alternative access through the defendant's property. The Court expressed safety concerns about the proposed access road for the grant of an easement and the application for grant of an easement was refused.

Reasonably Necessary

Whether the easement sought is reasonably necessary is something that will be determined objectively on the facts of each case. The general view is that whilst there need not be an absolute necessity, the need must be beyond a mere desirability for the grant of an easement. In *Sodhi v Stanes* [2007] NSWSC 177 Austin J stated that where *"a particular proposed use or development is in contemplation, the first question is whether the proposed use or development is a reasonable one (in comparison with possible alternatives); and the second is whether that use or development with the proposed easement is substantially preferable to that use or development without the proposed easement"*.

Having been satisfied that all the necessary ingredients are present in order to give the Court jurisdiction to impose an easement under Section 88K of the Conveyancing Act, the Court will still have an overall discretion to decide whether it should grant the proposed easement sought, and if so granted, the conditions on which the easement is imposed.

Costs

Unless an order is made to the contrary, the applicant will have to pay the legal costs of the person(s) whose land will be burdened by the grant of the easement. It will not necessarily be the case that costs will have to be paid on an indemnity basis. The ultimate costs order may depend on any offers that were made by the applicant prior to the commencement of litigation and/or prior to the final hearing of the matter.

Types of easements that the Courts may grant

The types of easements the Court may grant include a right of access, a right of carriage way, an easement for repairs, an easement for sewerage, and an easement to drain water (see Schedule 4A of the Conveyancing Act).

Concluding Remarks

It should be recognised that Section 88K will not be used by the Courts as a quick fix for the aid of developers or to cure access problems when a purchaser of land purchases land and is fully aware that there are access problems to the land at the time of purchase and tries to rectify it soon after the purchase. In *Hanny v Lewis* (1998) 9 BPR 16,205, Young J stated:- *"As a general approach to applications under this Section (s88k) the Court must bear in mind that property rights are valuable rights and the Court should not lightly interfere with the property right of [the persons whose land will be burdened by the grant of the easement]."*

An experienced solicitor at Carroll & O'Dea can:-

- Advise you in relation to the steps to be taken for the grant of an easement
- Assist you in negotiating with the owner of land for the grant of an easement
- If necessary, prepare the application to Court on your behalf after satisfying the requirements of the Conveyancing Act for the grant of an easement.

Dianne Retief

Solicitor, Business Services,
Carroll & O'Dea Lawyers
Ph: 9291 7100

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A NEW PHASE FOR LEBANON



As a result of the Presidential Election and the return to normality of Government Institutions, the Chamber is looking forward to a productive period that would benefit both Lebanon and Australia. We have already re-activated some of the programs/agendas that we have begun few years ago, and are now eager to put back on track.

We are confident that with a stable situation, Lebanon and in particular Beirut will, once again play a major role in Middle East Economy.

The Port of Beirut is ideally placed to be the transit port to the Inner Middle East countries, a role it played over the years and is now ready, willing and able to continue providing those inner countries, with the same efficient service, that was provided over the years. I do recall my personal involvement when the Port of Beirut was virtually none existent as a result of the war, and yet we were providing reliable/efficient service, by offloading directly from the vessels onto the transit trucks that would carry the goods to various Arab destinations, i.e. Saudi Arabia, Iraq, Jordan, Kuwait, Bahrain, UAE, Qatar, Oman, Yemen and as far as Iran. Traders and Merchants who are dealing with the Americas and Europe find it much easier and faster to have their goods trans-shipped by land via the Port of Beirut.

One of the major reasons for this is that the Port of

Beirut in both the public and private sectors, work around the clock to make sure that no delays occur, and that importers in those countries get their goods as quickly as possible.

We have no doubt that many foreign companies will now consider either returning to Beirut or setting up new offices to handle their Middle East Business.

Australian companies who are interested in the Lebanese, North African and some European markets will find Beirut/Lebanon, a good strategic location to sell and promote whatever goods or services that they may have to offer those markets, also bearing in mind, that Beirut is a popular destination for the Arab Business Community and a holiday resort for a great number of people from the Gulf States, which obviously means that it is a great launching pad for the goods and services of foreign companies.

The new Government should be aware of the many issues that need to be addressed in order to allow these Businesses operate in a stable and legally secured environment, and without any doubt, new measures will have to be taken to deal with these vital issues. Lebanon has so much to offer, due to the availability of competent and efficient human resources, ideal life style, and strategic location.

For those interested to talk about any issues related to the above, please feel free to contact me personally, I will be happy to assist in any way possible.

Michael Rizk
Head of Trade Relations - Australia/Lebanon
The Australian Lebanese Chamber of Commerce Ltd



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AH, BEIRUT!



My introduction to Beirut was perhaps unique.

I'd been hearing for years what a glorious, dynamic city it was. The day I arrived it was anything but that.

It was coming on five o'clock in the afternoon and the streets were deserted. Along with two other journalists and our Jordanian driver, our car raced through empty streets and careered to a halt in front of a mid city hotel. We tumbled out, glad simply to have made it.

It was the end of a hair-raising, 10 hour drive which had started in Amman, and taken us through Syria to the north of Lebanon.

It was the beginning of Israel's war against Hizballah, in July 2006. The Israelis had bombed the runways and fuel depots at Beirut International airport. They'd imposed a sea blockade as well. So there was no way in other than by road.

As we crossed into the north of the country we met scenes of mass chaos. Tens of thousands of Lebanese people were rushing to leave and had arrived at the border with Syria any way possible: by bus, by beaten up car, even by foot.

Frantic people jostled to get an Immigration official to stamp their passports out of the war torn country. The scene was typical of life in the Middle East for a journalist: you arrive at the very time everyone else is fleeing.

Israeli F-16s had destroyed the main roads from the north down to Beirut. Along the way we drove past the burnt-out remains of trucks, bombed by the Israelis on suspicion they might be carrying Katyusha rockets for Hizballah's fighters in the South. We hoped and prayed that our car might not also be targeted by Israeli bombers as they prowled the sky 30,000 feet above us.

The war lasted 33 days. By the end the Israeli onslaught had destroyed nearly all the country's bridges and highways. In the south of Beirut and in the south of the country in "Hizballah-land", repeated Israeli air raids had reduced homes and buildings to rubble. Around a quarter of Lebanon's residents had become displaced. The government estimated the damage to infrastructure alone to be \$5bn.

Just as it had been getting back on its feet, Lebanon was again knocked down and knocked back 10 years.

However, for an outsider like myself there were some extraordinary lessons to learn.

As the Israeli onslaught was at its peak, in the cafe and club district of Beirut there was still a party every night. Granted, the numbers were down – but the spirits were high.

It was a lesson I was to learn again and again in my trips to Lebanon over nearly two years. As government MP after government MP was assassinated, security became intense. Key government buildings as well as military installations and embassies became impregnable behind miles of razor wire

and concrete blocks. Still, though, the Lebanese spirit refused to be beaten.

Despite the massive blasts and the assassin's bullets, life picked up and carried on. Firemen and soldiers would move swiftly to the scene of the latest atrocity, cordon off the area and have it cleaned up. In a matter of hours life would return to normal. Families would again be strolling along the Corniche. Cafes would again be bubbling away into the small hours of the morning. The shutters would be removed and traders would again be selling their wares.

Perhaps this will to live is a survival instinct, honed from decades of civil war. Perhaps it is a universal human need to try to make life as normal as possible, in the face of the most extreme of circumstances.

It is very hard, if not impossible, for an Australian to comprehend how and why Lebanon manages to function this way, but then again there is nothing about life in Australia which can compare to Lebanon. Indeed there is probably no other place in the world which has Beirut's blend of European appearance and Arab heart, which is why once having been there it is so hard to forget.

Beirut may in fact be the ultimate deception – and in that lies its charm.

Behind the European facade is a conglomerate of diverse and competing allegiances. They make an alphabet soup of religious and political interests: Amal, Hizballah, the Sunnis, the Shias, the Druze and the Christians who themselves are divided into two sometimes warring groups. And that's just the beginning!

Then there are the bewildering alliances which make Lebanon all but incomprehensible to the Westerner. How could it be that Christians loyal to Michel Aoun could make an alliance with Hizballah?

There's a phrase I learnt which helped me understand the Middle East and it is this: "the best of enemies." It's the only way to understand why groups with apparently opposite ideologies could join forces and arms. These alliances are only ever temporary and as surely as they formed they will break up and reform in other ways according to circumstances.

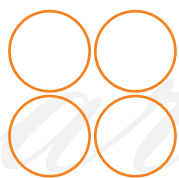
It's the only way to understand that Lebanon's politics will remain fluid and unpredictable.

It also means that living in Beirut will have you living on the edge – and keep your senses sharpened.

It also means life is well worth living, in one of the most beautiful, intense and fascinating cities in the world.

David Hardaker was the ABC's Middle East Correspondent from 2006 until the beginning of 2008. He won Australia's prestigious Walkley Award for Journalism for his coverage of the 2006 Israeli/Hizballah war. David speaks, reads and writes Arabic and is now a consultant on Middle East affairs for Australian businesses. Contact: dhardaker80@hotmail.com.

By David Hardaker



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COPYRIGHT AND MORAL RIGHTS IN RELATION TO DEVELOPMENTS

MALCOLM DAVIES BLACKSTONE WATERHOUSE LAWYERS

(THIS IS AN EDITED VERSION OF A PRESENTATION GIVEN TO THE CHAMBER ON 29 MAY 2008).

1. Background

Developers will be faced with rights of architects in particular and others in relation to any plans used by them in the course of a development. In this context, use is not limited to documents which the developer itself has commissioned. For the development the existence of moral rights will also have to be considered.

2. General Principles

(a) Copyright

Copyright exists in plans provided they are "artistic works": Section 32 of the Copyright Act 1968 (Commonwealth).

Once there is copyright in a document, there is a breach of copyright if the document is published or reproduced without a licence from the holder of the copyright. Where infringement of copyright occurs, the holder of the copyright is entitled to damages, which are not limited to a proven specific loss. In legal terms, the damages are said to be at large.

Architects' plans have been held to be artistic works: *Anchor Mortlock Murray & Woolley Pty Ltd v Hooker Homes Pty Ltd* 1971 2 NSWLR 278. Where architects' plans are used to obtain a development consent, the use of a development consent without a licence from the architect will amount to an infringement of the architect's copyright, as the development consent is founded on the architect's plans.

(b) Moral Rights

Moral rights were made available by the amendment to the Copyright Act by inserting Part IX on 21 December 2000. The scheme of moral rights is to provide authors of artistic work with protection for false attribution of ownership, protection against derogatory treatment of the work whether by means of authorship or performance.

The duration of moral rights exists for the same period as the duration of copyright which is 70 years from the death of the author: section 33 and section 195AM of the Copyright Act.

In the development context moral rights are infringed by destruction, mutilation or material alteration of the work: section 195AK of the Copyright Act. However infringement does not take place where opportunities given to remove the work or opportunity was given by notice for the work to be recorded.

Developers should in all cases serve such notices as a matter of prudence.

3. Licences

(a) Copyright

There is no infringement of copyright where the owner of the copyright has given a licence for publication or use of the artistic work. In the case of architects' plans, that means using the plans or any consent which relies on those plans.

The licence can be express or implied. An express licence is one where the architect has expressly agreed that the person utilising the plans can utilise those plans. An implied licence exists where there is no express agreement, but it is reasonable for a licence to be implied. Circumstances where that occurs are where the plans are being

utilising for the purpose intended, even though the developer may not have commissioned the architect to produce the plans.

It is not a requirement for an implied licence that the architects' fees have been paid. Nevertheless as a matter of prudence, many architects in their contract of retainer include a provision that the licensing by them of the use of their plans only comes in to existence once their fees are paid and the Royal Australian Institute of Architects (the RAlA) in its standard terms which it recommends to architects includes such a provision.

A client of the architect always has an implied licence, subject to payment of the architects' fees if there is a clause in the architects' retainer to that effect.

The client's licence, such as it is, extends to purchases from that client and is said to run with the land: *Beck v Montana* 1964-5 NSW 229.

4. The Concrete Case

(a) Background

In *Concrete Pty Ltd v Parramatta Design & Development Pty Ltd* the High Court was called on to review arrangements between a developer who had purchased the land with a development consent and the original architect who was seeking to deny a licence to the developer for using the architect's plans in the development.

The land in question was a development at Nelson Bay and the developers were *Landmark Pty Ltd* and *Toyama Pty Ltd*. *Toyama Pty Ltd* was a company associated with the architects *Parramatta Design and Development Pty Ltd*.

Parramatta Design and Development Pty Ltd (*Parramatta Design*) prepared plans for the joint venture and there was no written agreement between the joint venturer and *Parramatta Design* in respect of preparation of those plans. The joint venture paid \$27,000 to *Parramatta Design* for the plans.

The plans were utilised for the purpose of obtaining DA consent.

After DA consent was granted for the construction of 8 residential apartments, an adjoining owner obtained a more beneficial development consent for 14 residential apartments and the joint venture sought to modify their development consent to obtain approval for additional units. *Parramatta Design* offered to prepare plans for the modifications at no additional fee. That offer was accepted, new plans were prepared and an application to modify the development consent was made which was granted.

At this point, the joint venture partners had a falling out due to the costs of constructing the development. The dispute was not capable of resolution and ultimately trustees for sale were appointed by the Supreme Court to the property and the trustees sold the land to *Concrete Pty Ltd* (*Concrete*).

Concrete then asked *Parramatta Design* for a licence to utilise the plans and offered an amount of \$33,000 to *Parramatta Design* by way of a payment for a licence fee. *Parramatta Design* then indicated it would not provide a licence unless *Concrete* paid it a sum of \$5,000,000.

(b) Proceedings at first instance

Concrete then brought proceedings in the Federal Court of Australia pursuant to section 202 of the Copyright Act which provides that proceedings can be commenced where there is an unjustified threat made that a person's copyright has been infringed. In those proceedings Concrete claimed that it had a licence because:

- i. The licence ran with the DA consent for the land;
- ii. The implied licence extended to it as a successor in title to the joint venture; and
- iii. In the alternative it had an implied licence itself.

The trial judge Conti J agreed with all of these propositions.

(c) Appeal to Full Federal Court

Parramatta Design then appealed to the full Federal Court (Branson, Keyful and Finkelstein JJ) who found there was no implied licence because an implied term was inconsistent with clause 17 of the contract for sale to Concrete and the trustees were not vested with the joint venturers' licence to use the plans. The full federal Court held that Concrete had no expectation that it would be entitled to a licence without payment.

(d) Appeal to High Court

Concrete then appealed to the High Court and was successful. The principal judgment was given by Kirby & Crennan JJ with whom Gummow J & Hayne J concurred. They found that:-

- i. As the architect was a director of one of the joint venturers (Toyama), he had an obligation not to derogate the grant of a licence which had been impliedly given;

ii. The architect could not prefer his own interest to that of the joint venture as a whole, as he owed a fiduciary duty to the joint venture;

iii. The licence had become irrevocable once DA consent had been granted although normally a licence given without consideration was revocable; and

- iv. The licence ran with the land.

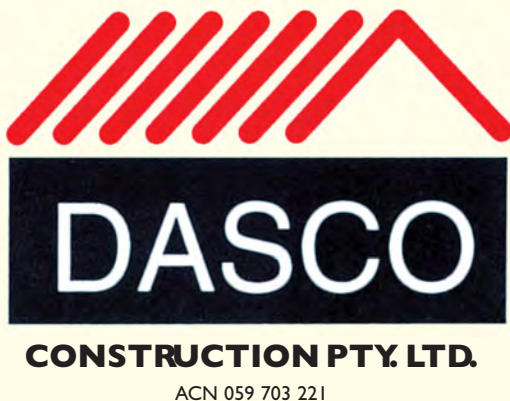
Callinan J delivered his own judgment broadly agreeing with the majority judgement but in addition he found that the licence, as it was, was granted full consideration, because consideration was to be found by reason of the architect's interest in the joint venture and his interest in enhancing its profit.

(e) Comment

The High Court decision has not established any new principle, but it has established at the highest appellate level principals for which there was previously only an authority at a single judge level.

Notwithstanding the fact that the architect was a fiduciary and a member of the joint venture, there may have been a different result if there had been a written retainer of the architect which had reserved copyright until all the architects' fees were paid.

One of the important aspects of the case is that although, as a general rule, the purchasing owner will obtain the benefit of a licence, due diligence is required to ensure that the previous owner has paid the architects' fees so that the architect cannot claim that there is no licence and prevent or delay the development.



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"Telstra's Speaking Your Language" at T[life]T - Tours Program

Telstra have a new and exciting program for members of the Australian Lebanese Chamber of Commerce and community members "Telstra's Speaking Your Language" at T[life]™ Experience Store at 400 George Street, Sydney, where you will be able to test-drive and trial live products and services, learn from latest interactive technology demonstrations and receive expert advice from specially trained staff. You will also be able to take advantage of our education workshops. Our workshops will help you extend your knowledge, boost your skills and discover new ways to enhance you life. Qualified specialists present tips, tricks and advice to get you started.

The groups can be from 5 to 40 people per tour. Samira is able to provide multi language staff at the tours. Contact Samira and discuss your requirements.

Please contact Samira on this special email address ! Tlife Community Tours for anyone interested in this new program. Just email Samira Semaan, Commercial Business Manager Telstra, on ! Tlife Community Tours with your requirements.

Samira will personally organize and take the groups on the tour.



The President of The Australian Lebanese Chamber of Commerce Mr Joe Khattar, and members of the Executive Committee were one of the many groups who took the opportunity of visiting the TLife Centre at 400 George Street Sydney.

Lebanon back on track as top tourist spot

Just a week after feuding Lebanese leaders sealed a political deal to end 18 months of conflict, restaurants have re-opened, hotel bookings have soared and tourists have replaced gunmen on the streets of Beirut.

"The deal has had an excellent impact. We've had a flood of reservations and we're expecting a very good season," said Nizar Alouf, a member of the Lebanese Hotel Owners Association.

It took months of agonizing negotiations -- punctuated by bouts of violence that many feared would trigger civil war -- to install a new president and form a government, but record time for Lebanon to regain its standing as a top tourist spot.

Now where an opposition tent city occupied large squares, paralyzing central Beirut and turning it into a ghost town, restaurants are bustling, open-air concerts are being held and gridlock traffic is back.

"It's good to be back" and "It finally feels like people are living" are common utterances among the droves of Lebanese and tourists crowding the Parisian-style pavement cafes.

Tourism Minister Joseph Sarkis said he expected between 1.3 million to 1.6 million visitors to Lebanon this year compared to around 1 million in 2007 and 2006 --

violent years plagued by political assassinations, bombings and a war with Israel.

"After the (presidential) election, things are much better regarding tourism activity this summer ... which is due to the stability in the coming time," Sarkis told Reuters.

President Michel Suleiman was elected on Sunday after the seat remained vacant since November. Suleiman's election was part of a package deal agreed upon by the bitter rivals in Doha, leading the opposition to remove its encampment in central Beirut after it was guaranteed veto power in the new government.





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BUILDING & CONSTRUCTION SEMINAR

On Thursday 29th May 2008 the ALCC held an informative seminar covering a range of current issues in the Building and Construction industry. The presentations covered a range of practical topics including the Australian Seaboard Residential Market; recent reforms of the NSW Planning system; an update on the Security of Payment Act; and copyright dangers in building design.

The evening was a great success and we would like to extend a warm thanks to our sponsor Tradelink and Mico Design Centre for their hospitality, and the technology provided during the evening.

The ALCC would also like to thank the esteemed panel of presenters that gave us the benefit of their vast experience and insight into recent developments and issues within their specialised field. The presenters included Mr Rod Cornish, Head of Real Estate Research at Macquarie Bank; Sam Wilson and Neil Turner, Director and Senior Executive of Construction & Contract Services Pty Ltd; and Rhett Doyle and Malcolm Davies, both Special Counsel at Blackstone Waterhouse Lawyers.

If you are interested in receiving information on any of the topics covered in the seminar, please do not hesitate to contact the chairperson of the evening, Danny Arraj.

Danny Arraj

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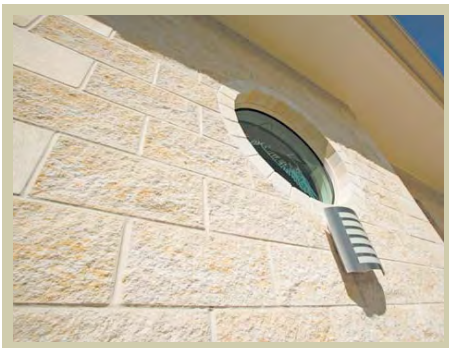
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Lebanon's tourism phoenix rises again

Beirut In 2006 it was the Israel's war against Lebanon, in 2007 it was the struggle against Fatah al-Islam militants in the north, and this year internal sectarian clashes dragged Lebanon to the brink of a new civil war. But now it is receiving a much-needed transfusion.

Reservations have begun pouring into this land of sun, sea and mountains, and a bumper tourism season is predicted after years of instability.

There was a collective sigh of relief as calm returned last week after Lebanese leaders came to an agreement in Qatar that ended a long-running political crisis.

"The ink on the Doha agreement wasn't dry yet and the phones were ringing off the hook. From the Gulf, from Europe, from everywhere, we're booked up until the end of the summer," said Mary Shwairy, head of public relations at the upscale Phoenicia Hotel in Beirut.

"Tourism is bouncing back in a big way — short stays, long stays, conferences, weddings of returning Lebanese who live abroad," she added. Caretaker Tourism Minister Joseph Sarkis said he expects this year's figures to be the best for years.

"By the end of April we had only received 280,000 visitors because of the security situation. Now we expect between 1.3 and 1.6 million — the same projected figure for summer 2006 which had seemed to be the most promising," he told theycyberfun.com

"In 2006, about 4.4 billion US dollars in tourism revenue was projected. Only about 1.5 billion came in," Sarkis added.

That summer's tourism prospects were shattered by Israel's 34-day war in July and August — prime holiday months — against the Shiite Hezbollah movement in Lebanon.

The vicious conflict between the army and Islamist militants in the Palestinian refugee camp of Nahr al-Bared north of the country's second city of Tripoli killed tourism in 2007.

That added to a prolonged political crisis between the ruling bloc and the opposition, and culminated in clashes that erupted on May 7 this year, leaving 65 people dead and much of mostly Muslim west Beirut in Hezbollah hands.

It could have been the final straw for tourism.

But the May 21 agreement in Qatar restored calm. It led to the election of Michel Sleiman as president, a post that had been vacant for more than five months because of political squabbling.

It also saw the lifting of an opposition sit-in that had throttled business life in central Beirut for a year and a half.

Since the Doha agreement there has been "a 30 percent increase in the number of expected tourists compared with last year. Hotels are hiring extra staff and the airlines are adding extra flights," Sarkis said.

"Forty percent of the tourists are Arab, 25 percent are European and the rest are of various nationalities," he added.



"Of the Arabs, 40 percent are Jordanian who come in large numbers since visa requirements were waived three years ago. They are followed by Saudis, Kuwaitis, Iraqis and Emiratis," he said.

Sarkis said Lebanese expatriates spend large sums of money when they return to the homeland.

"Nature and a love of life are Lebanon's greatest attractions. The Arabs come for the refreshing climate, night clubs and restaurants... Europeans for the archaeological sites" such as Baalbek or Tyre.

In another sign of recovery kicking in, the popular Beiteddine and Baalbek music festivals, silenced for the past two summers, will return this year in July.

The Beiteddine and Baalbek festival organizers are also co-sponsoring a concert by Lebanese-born pop sensation Mika in Beirut on July 27.

Popular summer destinations in Lebanon include the mountain towns of Aley, Bhamdun, Brummana and Beit Mery. In winter the ski resorts of Faraya and Faqra are thronged with visitors.

Aley, which saw heavy fighting in early May, is now preparing to double its population over the tourism season.

"Restaurants and cafes that were closed for two years have reopened in record time over the last few days," municipal official Essam Ebeid said. "Aley gets as many tourists as its 40,000 inhabitants — mostly Qataris, Saudis and Kuwaitis," he said. "But the season will actually be longer than the three summer months because many Arabs and expatriates own homes here."

Ebeid cited property prices as an indication of the return rush of visitors. "Prices have soared by about a third since the Doha agreement," he said. Before the accord was reached "we were expecting fighters armed to the teeth, but fortunately now we welcome tourists with flowers."

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