

**No. 8376**

---

**HUNGARY  
and  
POLAND**

**Agreement concerning international motor transport. Signed  
at Budapest, on 18 July 1965**

*Official texts: Hungarian and Polish.*

*Registered by Hungary on 9 November 1966.*

---

**HONGRIE  
et  
POLOGNE**

**Accord relatif au transport routier international. Signé à  
Budapest, le 18 juillet 1965**

*Textes officiels hongrois et polonais.*

*Enregistré par la Hongrie le 9 novembre 1966.*

[TRANSLATION — TRADUCTION]

No. 8376. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC CONCERNING INTERNATIONAL MOTOR TRANSPORT. SIGNED AT BUDAPEST, ON 18 JULY 1965

---

The Government of the Hungarian People's Republic and the Government of the Polish People's Republic, desiring to facilitate and develop further the transport of passengers by motor coach and the transport of goods by road vehicle between the two countries and in transit through their territories, have agreed as follows :

I. TRANSPORT OF PASSENGERS

*Article 1*

Each Contracting Party shall grant to carriers of the other Contracting Party, subject to the provisions of article 2, the right to transport passengers by motor coach, with or without remuneration, between or in transit through the territories of the two Contracting Parties.

*Article 2*

1. Regular motor-coach transport operations may be performed only if authorization therefor is granted by the competent authorities of both Contracting Parties by common agreement.
2. The expression "regular motor-coach transport operations" means the transport of passengers by motor coach over a fixed route and according to timetables and tariffs approved and published in advance, whereby passengers are taken up and set down at the initial and terminal points and at any intermediate points specified in the authorization.
3. Every motor coach engaged in regular transport operations shall be provided with a photocopy of the authorization referred to in paragraph 1, which shall be produced at the request of the control authorities.

*Article 3*

1. Every motor coach engaged in transporting passengers shall be provided with a control document made out in accordance with the law of the country in which the motor coach is registered.

---

<sup>1</sup> Came into force on 19 November 1965, the date of the exchange of the notices of approval, in accordance with article 28.

2. The control document shall be produced at the request of the control authorities.

## II. TRANSPORT OF GOODS

### *Article 4*

Each Contracting Party shall grant to carriers of the other Contracting Party the right to transport goods by lorry or similar motor vehicle, with or without remuneration, between or in transit through the territories of the two Contracting Parties.

### *Article 5*

The transport operations referred to in article 4 shall require authorization by the competent authority of the other Contracting Party.

### *Article 6*

1. No authorization shall be required for :
  - (a) The transport of articles intended for fairs and exhibitions;
  - (b) The transport of equipment, animals and articles of all kinds for cultural, sports, social and other similar purposes;
  - (c) The removal of household effects;
  - (d) The transport of human remains.
2. The transport operations specified in paragraph 1, sub-paragraphs (a) and (b), may be performed without authorization only if the load is to be transported back to the territory of the country in which the motor vehicle is registered or onwards to the territory of a third country.

### *Article 7*

1. An authorization for the transport of goods must be issued separately for each motor vehicle or combination of vehicles.
2. An authorization shall be valid for one outward and one return transport operation to and from, or in transit through, the territory of the other Contracting Party.
3. Authorizations shall conform to the model set out in document TRANS/213/Add.1, annex 3, of the United Nations Economic Commission for Europe.
4. The authorization forms shall be printed by the competent authority of each Contracting Party in its own language and shall be made out in the language of the carrier's country.

*Article 8*

1. The competent authorities of the two Contracting Parties shall :
  - (a) Be empowered to issue the authorizations provided for in article 5 on behalf of the other Party;
  - (b) With due regard for the principle of reciprocity, jointly determine by 30 November of each year the number of authorizations for the following year;
  - (c) Send to each other, by 31 December of each year, such quantity of blank authorization forms, signed, stamped and bearing serial numbers, as corresponds to the number determined in accordance with sub-paragraph (b);
  - (d) Make out, sign and stamp the authorization forms received and issue them to carriers resident in their own State;
  - (e) Transmit to each other, at the end of each quarter, copies of the authorizations issued.
2. The provisions of paragraph 1 shall not apply to the authorizations referred to in articles 19 and 20.

*Article 9*

The transport of goods under this Agreement between the territories of the Contracting Parties for remuneration shall be governed by articles 1-41 of the Convention on the Contract for the International Carriage of Goods by Road (CMR), concluded at Geneva on 19 May 1956.<sup>1</sup>

*Article 10*

Where goods are transported otherwise than for remuneration, each motor vehicle or combination of vehicles must be provided with a control document which shall contain at least the following particulars :

- (a) The date of the document and the place at which it is made out;
- (b) The name and address of the consignee;
- (c) The description of the goods and the method of packing;
- (d) The name and address of the carrier;
- (e) The quantity of the goods, expressed in units of gross weight, units of volume, number of items or other units of measure;
- (f) The signature of the carrier.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 399, p. 189.

## III. CUSTOMS PROVISIONS

*Article 11*

A motor vehicle of either Contracting Party which is temporarily imported into the territory of the other Contracting Party shall be admitted under cover of temporary importation papers without being required to produce Customs documents, deposit Customs security or pay Customs duties.

*Article 12*

1. Lorries and similar motor vehicles, and trailers and containers, of either Contracting Party furnished with a seal by the Customs authorities of that Party, and the goods carried therein, shall be exempt from Customs examination at the frontier of the other Contracting Party except where the seals have been damaged *en route* or in other justified cases.

2. The motor vehicles, trailers and containers referred to in paragraph 1 must meet the technical conditions laid down in annexes 3 and 6 of the Customs Convention on the International Transport of Goods under Cover of TIR Carnets, concluded at Geneva on 15 January 1959,<sup>1</sup> and must be furnished with a certificate of approval conforming to the model reproduced in annexes 5 and 8 of the said Convention.

*Article 13*

Goods carried under Customs seal in lorries or similar motor vehicles, trailers or containers must be loaded under the supervision of the Customs authorities, who shall make a notation to that effect on the consignment note or on the control document provided for in article 10.

*Article 14*

1. The driver of a lorry or similar motor vehicle of one Contracting Party shall, upon arrival in the territory of the other Contracting Party, produce to the frontier Customs office of the latter Party a duplicate of the consignment note or of the control document provided for in article 10.

2. The driver of a lorry or similar motor vehicle of one Contracting Party who is transporting goods under Customs seal to the territory of the other Contracting Party shall produce the goods in full, in unaltered condition and with the Customs seal intact, to the Customs office responsible for the clearance of the goods or, in the case of a transit consignment, to the frontier Customs office of departure.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 348, p. 13.

*Article 15*

Lorries and similar motor vehicles, and trailers and containers, in which, as is clearly stated in the consignment note or control document, perishable goods are being transported shall be given priority in regard to frontier Customs clearance over vehicles and containers in which non-perishable goods are being carried.

*Article 16*

A carrier of either Contracting Party shall be held fully accountable for any breach of the Customs regulations in force in the territory of the other Contracting Party which may be committed in the performance of transport operations under this Agreement.

*Article 17*

The provisions of part III of this Agreement shall cease to apply if the matters with which they deal should be regulated by a multilateral agreement binding on the two countries.

## IV. GENERAL PROVISIONS

*Article 18*

Transport operations regulated by this Agreement may be performed only by a carrier entitled to do so under the law of his own country and only by means of motor vehicles registered in that country.

*Article 19*

A special authorization from the competent authorities of the other Contracting Party shall be required in each case for transport operations in which the dimensions or weight of the motor vehicle or combination of motor vehicles, loaded or unloaded, exceeds the maximum allowed in the territory of the said Contracting Party and for the transport of dangerous goods.

*Article 20*

1. This Agreement shall not entitle the carriers of one Contracting Party to transport passengers or goods between two places situated in the territory of the other Contracting Party. This restriction shall not apply to regular motor-coach transport operations if the authorization issued under article 2 of this Agreement permits the aforementioned type of transport.
2. The carriers of one Contracting Party may not transport passengers or goods from the territory of the other Contracting Party to the territory of a third country

or vice versa except by special authorization from the competent authority of the latter Contracting Party.

#### *Article 21*

Every individual or body corporate resident or established in the territory of one Contracting Party and performing transport operations with, or operating, a motor vehicle in the territory of the other Contracting Party by virtue of this Agreement must be insured, in conformity with the regulations of the latter Contracting Party, against liability under civil law for injury or damage caused to third persons in the course of the operation of such motor vehicle in the territory of such Contracting Party.

#### *Article 22*

Payments and settlements arising out of transport operations performed by virtue of this Agreement shall be effected in accordance with the provisions of the payments agreements for the time being in force in respect of the Contracting Parties.

#### *Article 23*

1. The motor vehicles of either Contracting Party, the drivers thereof and persons or goods transported thereby shall be entitled to the provision of assistance in the territory of the other Contracting Party.
2. The kinds of assistance, the methods of furnishing it and the procedure to be followed in settlements relating thereto shall be determined by agreement between the authorized enterprises or organizations of the Contracting Parties.

#### *Article 24*

The competent authorities of the two Contracting Parties shall notify each other of any significant violations of the rules of the road, of the road transport regulations or of the conditions of the authorization which have been committed by the carriers or motor-vehicle crews of the other Contracting Party.

#### *Article 25*

1. With a view to the effective application of the provisions of this Agreement the Contracting Parties shall keep in direct contact with each other through their competent authorities; representatives of the said authorities shall hold discussions as the need arises and at such times as may be agreed upon.

2. The object of such discussions shall, in particular, be :
- (a) To determine the number of authorizations for the transport of goods (article 8);
  - (b) To examine and co-ordinate proposals for the establishment of regular motor-coach lines (article 2) and to determine the conditions for the operation thereof;
  - (c) To determine the specific conditions, especially as regards tariffs, for the performance of transport operations under this Agreement;
  - (d) To determine how carriers of the other Contracting Party are to be assured of return consignments;
  - (e) To determine means for further facilitating and developing motor-vehicle transport between or in transit through the territories of the Contracting Parties;
  - (f) To examine the measures to be taken by the competent authorities of the Contracting Parties in connexion with violations of regulations or of the conditions of the authorization which have been committed by the carriers or motor-vehicle crews of one Contracting Party in the territory of the other Contracting Party (article 24);
  - (g) To resolve any difficulties arising from the application of this Agreement.
3. Decisions adopted in the course of the discussions shall, according to the nature of the decision, be submitted to the competent authorities of the Contracting Parties for approval.

#### *Article 26*

In cases not dealt with by the provisions of this Agreement, the domestic regulations of each Contracting Party shall apply within its territory.

#### *Article 27*

The Contracting Parties shall inform each other in writing which authorities are to be regarded as the competent authorities within the meaning of the provisions of this Agreement.

#### *Article 28*

This Agreement shall be subject to ratification by the Governments of the Contracting Parties and shall enter into force on the date of the exchange of notes certifying such ratification.

#### *Article 29*

This Agreement is concluded for an indefinite period. The Agreement may be denounced by either Contracting Party not later than three months before the



expiry of any calendar year. Denunciation shall take the form of a notification in writing. If the foregoing conditions as to denunciation are met, the Agreement shall terminate on the last day of the calendar year.

DONE at Budapest on 18 July 1965 in duplicate, in the Hungarian and Polish languages, both texts being equally authentic.

For the Government  
of the Hungarian People's Republic :  
KISS Dezső

For the Government  
of the Polish People's Republic :  
Jan RUSTECKI