

No. 10599

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
FRANCE**

**Agreement on the international carriage of goods by road.
Signed at London on 28 March 1969**

Authentic texts: English and French.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
23 July 1970.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
FRANCE**

**Accord sur les transports routiers internationaux de mar-
chandises. Signé à Londres le 28 mars 1969**

Textes authentiques: anglais et français.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
23 juillet 1970.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND AND THE GOVERNMENT OF
THE FRENCH REPUBLIC ON THE INTERNATIONAL
CARRIAGE OF GOODS BY ROAD

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the French Republic;

Desiring to facilitate the international carriage of goods by road between their States;

Have agreed as follows:

Article 1

DEFINITIONS

For the purposes of this Agreement:

- (a) the term “authorised carrier” shall mean a person (including a legal person) who, in either the United Kingdom or France, carries goods by road for hire or reward or on his own account in accordance with the relevant national laws and regulations; and references to carriers authorised in the territory of either Contracting Party shall be construed accordingly;
- (b) the term “territory” shall mean:
 - (i) in relation to the French Republic, the territory of the French Republic in Europe;
 - (ii) in relation to the United Kingdom, England, Wales, Scotland and Northern Ireland.

Article 2

EXTENT

The provisions of this Agreement shall apply to the international carriage of goods by road between any point in the territory of the United Kingdom of Great Britain and Northern Ireland and any point in the territory of the French Republic, or in transit across the territory of either Contracting Party.

¹ Came into force on 1 February 1970, the date of the last of the notifications by which each Contracting Party had notified the other of the completion of the procedures required by its constitution, in accordance with the provisions of article 14 (1).

Article 3

TRANSPORT BETWEEN THE UNITED KINGDOM AND FRANCE

(1) Subject to the provisions of Article 4 of this Agreement, a carrier authorised in the territory of one Contracting Party shall be permitted to use a goods vehicle to carry goods to and from the territory of the other Contracting Party or in transit through its territory.

(2) A carrier authorised in the territory of one Contracting Party, having delivered goods in the territory of the other Contracting Party may accept goods there for carriage as a return load.

(3) A carrier authorised in the territory of one Contracting Party, having delivered a load in a third State and returning empty through the territory of the other Contracting Party, may pick up a load in that territory for delivery in the territory in which the carrier is authorised.

(4) Except in the circumstances provided in paragraph (3) of this Article, a carrier authorised in the territory of one Contracting Party may only cause an empty vehicle to enter the territory of the other Contracting Party for the purpose of accepting goods for carriage if that carriage is in fulfilment of a contract concluded before the entry of the vehicle into that territory.

Article 4

REQUIREMENTS AS TO PERMITS

(1) Except as provided in Article 5 of this Agreement, a carrier authorised in the territory of one Contracting Party shall require a permit in order to engage in the international carriage of goods by road between the territory of that Contracting Party and the territory of the other, or in transit through the latter territory. Such permits shall be issued by the competent authority in the territory of the Contracting Party in which the carrier is authorised.

(2) Permits may be issued within the limits of annual quotas fixed by agreement between the competent Ministries under the conditions laid down in Article 13 of this Agreement.

(3) Permits may be of two types:

- (a) journey permits valid for one or more journeys, with a maximum period of validity not exceeding three months;
- (b) period permits, valid for any number of journeys within a period of one year. Each period permit is counted against the quota on the basis of an equivalent number of journeys, that number to be fixed by the competent Ministries by agreement under the terms of Article 13 of this Agreement.

(4) Permits may be issued, without counting against the quota, for:

- (a) carriage of goods in motor vehicles the laden weight of which (including any trailer) does not exceed 6,000 kilograms;
- (b) furniture removals carried out by undertakings having specialised personnel and equipment;
- (c) the carriage of works of art;
- (d) the occasional carriage of objects or material exclusively for publicity or educational purposes;
- (e) the carriage of properties, equipment or animals to or from theatrical, musical, film or sporting events, circuses, exhibitions or fairs, or to or from the making of radio or television broadcasts or films.

(5) The competent Ministry of each Contracting Party shall send to the other an adequate number of blank permits.

Article 5

EXEMPT TRAFFICS

No permit for international transport shall be required by either Contracting Party in respect of:

- (a) the occasional carriage of goods to and from airports in cases where air services are re-routed;
- (b) carriage of luggage in trailers drawn by motor vehicles in which passengers are carried in accordance with regulations, and the carriage of luggage by vehicles of any description to and from airports;
- (c) the carriage of damaged vehicles;
- (d) the carriage of refuse and sewage;
- (e) the carriage of animal carcasses for disposal (other than those intended for human consumption);
- (f) the carriage of mails;
- (g) the carriage of bees and fish fry;
- (h) funeral transport.

Article 6

VALIDITY OF PERMITS

A permit shall be used only by the authorised carrier to whom it is issued and shall not be transferable. It shall be valid for the use of one vehicle or one combination of vehicles (articulated vehicle or road-train).

Article 7

ISSUE OF PERMITS

The permits required by Article 4 of this Agreement shall be issued:

- (a) to carriers authorised in France, by the Ministry of Transport in Paris or by any authority to whom the Ministry may entrust that function;
- (b) to carriers authorised in the United Kingdom, by the Ministry of Transport in London or by any authority to whom the Ministry may entrust that function.

Article 8

INSPECTION OF DOCUMENTS

A permit issued in accordance with the provisions of Articles 4 and 7 of this Agreement must be carried on the vehicle and produced on demand to any person who is duly authorised in the territory of either Contracting Party to demand it.

Article 9

CARRIAGE TO AND FROM THIRD STATES

Carriers authorised in the territory of one Contracting Party shall be permitted respectively to carry goods between the territory of the other Contracting Party and any third State, in so far as the laws of that State and the provisions of any agreement between that State and the Contracting Party concerned allow such operations.

Article 10

EXCLUSION OF CABOTAGE

Nothing in this Agreement shall be held to permit a carrier authorised in the territory of one Contracting Party to use a vehicle for the carriage of goods which are loaded on to it at a point in the territory of the other Contracting Party for delivery at any other point in that territory.

Article 11

COMPLIANCE WITH NATIONAL LAW

Authorised carriers of one Contracting Party shall ensure that vehicles which they use in the territory of the other Contracting Party shall be so used as to comply with all legal provisions in force in that territory concerning road safety and the use of motor vehicles.

Article 12

INFRINGEMENTS

(1) If a vehicle of a carrier authorised in the territory of one Contracting Party, when in the territory of the other Contracting Party, is in such a condition, or is used in such a manner, as to infringe any provision of this Agreement, the competent Ministry of the Contracting Party in whose territory the infringement was committed shall inform the competent Ministry of the other Contracting Party accordingly, without prejudice to any lawful sanction which may be applied by the courts or competent authorities of the Contracting Party in whose territory the infringement was committed.

(2) In the case of any infringement referred to in paragraph (1) of this Article, the competent Ministry of the Contracting Party in whose territory that infringement occurred may request the competent Ministry of the other Contracting Party:

- (a) to issue a warning to the authorised carrier; or
- (b) to issue such a warning together with a notification that any subsequent infringement will lead to the temporary or permanent exclusion of vehicles owned or operated by that person from the territory of the Contracting Party in which the infringement occurred; or
- (c) to issue a notification of such exclusion.

(3) The competent Ministry receiving any such request shall comply therewith and shall as soon as reasonably practicable inform the competent Ministry of the other Contracting Party of the action taken.

Article 13

ADMINISTRATIVE ARRANGEMENTS AND ADAPTATION TO GROWTH OF TRAFFIC

Representatives of the Ministries referred to in Article 7 of this Agreement shall jointly concert administrative measures for the implementation of this Agreement. Such administrative measures may be modified by common consent so as to conform to the current needs of goods transport by road. Either Ministry may request a meeting of a joint committee of the representatives of both Ministries to discuss the implementation of the Agreement and any modification of the administrative measures.

Article 14

ENTRY INTO FORCE AND DURATION

(1) Each Contracting Party shall notify the other of the completion of the procedures required by its constitution to bring the Agreement into force. The Agreement shall take effect on the date of the last of these notifications.

(2) The Agreement shall remain in force for a period of one year after its entry into force. Thereafter, it shall continue in force unless it is terminated by either Contracting Party giving three months' notice thereof to the other Contracting Party.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at London, this 28th day of March, 1969, in the English and French languages, both texts being equally authoritative.

For the Government of the United Kingdom of Great Britain
and Northern Ireland:

CHALFONT

For the Government of the French Republic:

G. DE COURCEL
