

No. 11455

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

**Agreement on international road transport. Signed at
Prague on 10 November 1970**

Authentic texts: English and Czech.

*Registered by the United Kingdom of Great Britain and Northern
Ireland on 16 December 1971.*

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

**Accord relatif aux transports routiers internationaux.
Signé à Prague le 10 novembre 1970**

Textes authentiques: anglais et tchèque.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du
Nord le 16 décembre 1971.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE CZECHOSLOVAK SOCIALIST REPUBLIC ON INTERNATIONAL ROAD TRANSPORT

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

Desiring to facilitate international road transport between their two States and in transit through their territories;

Have agreed as follows:

GENERAL PROVISIONS

Article 1. DEFINITIONS

For the purposes of this Agreement:

(a) The term “carrier” shall mean any person (including a legal person) who, in either the United Kingdom of Great Britain and Northern Ireland or the Czechoslovak Socialist Republic, is authorised in accordance with the relevant national laws and regulations to carry and carries passengers or goods by road for hire or reward or on his own account; and references to a carrier of a Contracting Party shall be construed accordingly;

(b) The term “passenger vehicle” shall mean any mechanically propelled road vehicle which:

- (i) is constructed or adapted for use and used on the roads for the carriage of passengers;
- (ii) has at least eight seats in addition to that of the driver;
- (iii) is registered in the territory of one Contracting Party and owned or operated by or on behalf of any carrier authorised in that territory to carry passengers; and
- (iv) is temporarily imported into the territory of the other Contracting Party for the purpose of the international carriage of passengers to, from or in transit through that territory;

(c) The term “goods vehicle” shall mean in article 11 of this Agreement any mechanically propelled road vehicle which is:

- (i) constructed or adapted for use and used on the roads for the carriage of goods;
- (ii) registered in the territory of one Contracting Party; and

¹ Came into force on 5 June 1971, 30 days after the date of the last of the notifications by which each Contracting Party informed the other of the completion of the procedures required by its law, in accordance with article 13 (1).

(iii) temporarily imported into the territory of the other Contracting Party for the purpose of the international carriage of goods for delivery at or collection from any point in that territory or in transit through that territory;

or any trailer or semi-trailer for coupling to such goods vehicle; and shall mean elsewhere in this Agreement such a goods vehicle which is owned or operated by or on behalf of any carrier authorised in the territory in which it is registered to carry goods;

(d) The term “territory” in relation to the United Kingdom shall mean England, Wales, Scotland and Northern Ireland;

(e) The term “territory” in relation to the Czechoslovak Socialist Republic shall mean the territory of the Czech Socialist Republic and the Slovak Socialist Republic.

Article 2. COMPETENT AUTHORITIES

The Contracting Parties shall notify each other in writing of the competent authorities for the purposes of this Agreement in their respective territories.

Article 3. COMPLIANCE WITH LAWS CONCERNING VEHICLES AND THEIR USE ON THE ROADS

A carrier of one Contracting Party shall, when in the territory of the other Contracting Party, comply with the laws and regulations in force in that territory concerning road transport and road traffic, hours of work and maximum driving periods including those provisions of any international convention or agreement to which effect has been given in that territory.

Article 4. INFRINGEMENTS

(1) In the event of any infringement of the provisions of this Agreement by a passenger vehicle or a goods vehicle, or by a driver of such a vehicle, the competent authority of the Contracting Party in whose territory the infringement occurred may (without prejudice to any lawful sanctions which may be applied by the courts or enforcement authorities of that Contracting Party) notify the infringement to the competent authority of the other Contracting Party which may take any steps provided by its national laws.

(2) The competent authority receiving any such notification shall as soon as reasonably practicable inform the competent authority of the other Contracting Party of the action taken.

PASSENGER TRANSPORT

Article 5. OCCASIONAL PASSENGER TRANSPORT OPERATIONS

(1) A carrier of one Contracting Party shall be permitted to use a passenger vehicle in the territory of the other Contracting Party for the following international passenger transport operations without being required to be licensed for that purpose in accordance with the laws of that other Contracting Party:

- (a) “closed-door tours”: that is, services to or through the territory of the other Contracting Party on which a passenger vehicle enters and leaves that territory without any passengers being picked up or set down in that territory;
 - (b) “inward services”: that is, services on which a group of passengers is brought by a carrier of one Contracting Party into the territory of the other Contracting Party for a temporary stay and the passenger vehicle leaves that territory empty;
 - (c) “outward services”: that is, services on which a carrier of one Contracting Party uses a passenger vehicle to enter the territory of the other Contracting Party empty and carries to the territory in which the carrier is authorised a group of passengers each of whom:
 - (i) has been carried to the territory of the other Contracting Party by that carrier; and
 - (ii) before being so carried, had concluded a contract for both journeys in the territory of the Contracting Party in which the carrier is authorised.
- (2) The replacement by another passenger vehicle of a passenger vehicle which has become unserviceable while engaged on any of the above services shall also be permitted without the need for a licence.

Article 6. OTHER PASSENGER TRANSPORT OPERATIONS

Such part of any international passenger transport operation (other than one of those referred to in article 5 of this Agreement) which is performed by a carrier of one Contracting Party in the territory of the other Contracting Party shall be subject to licensing in accordance with the national laws and regulations in force in that territory.

GOODS TRANSPORT

Article 7. REQUIREMENTS AS TO PERMITS

(1) Except as provided in article 8 of this Agreement a carrier of one Contracting Party shall require a permit in order to engage in the international carriage of goods by road to or from the territory of the other Contracting Party or in transit through that territory. Such permits shall be delivered:

- (a) to carriers authorised in the United Kingdom by the competent authority in the United Kingdom or by any other authority in the United Kingdom entrusted with that function;
- (b) to carriers authorised in the Czechoslovak Socialist Republic by the competent authority in the Czechoslovak Socialist Republic or by any other authority in the Czechoslovak Socialist Republic entrusted with that function.

(2) A permit shall authorise one return journey to the territory of the other Contracting Party or one outward and one return transit journey through that territory.

(3) The form of permits shall be agreed between the competent authorities of the Contracting Parties.

(4) The competent authority of each Contracting Party shall send to the other an adequate number of valid blank permits.

Article 8. EXEMPTIONS FROM REQUIREMENTS AS TO PERMITS

The permits referred to in article 7 of this Agreement shall not be required for the:

- (a) carriage of damaged vehicles;
- (b) carriage of works of art;
- (c) occasional carriage of articles and equipment exclusively for publicity or educational purposes;
- (d) carriage of properties, equipment or animals to or from theatrical, musical, cinematograph or circus performances or sporting events, exhibitions or fairs or to or from the making of radio or television broadcasts or films;
- (e) carriage of goods for fairs and exhibitions;
- (f) carriage of corpses;
- (g) carriage of mails;
- (h) carriage of household effects by undertakings having specialised personnel and equipment;
- (i) carriage of goods in motor goods vehicles the laden weight of which (including any trailer) does not exceed 1,000 kilograms;
- (j) carriage of goods to and from airports in cases where air services are re-routed;
- (k) carriage of animal carcasses for disposal (other than those intended for human consumption);
- (l) carriage of bees and fish fry;
- (m) carriage of goods in any trailer or semi-trailer owned or operated by or on behalf of a carrier of one Contracting Party and not drawn by a towing vehicle registered in the territory of that Contracting Party.

Article 9. RETURN LOADS

(1) A carrier of one Contracting Party, having delivered goods in the territory of the other Contracting Party, shall be permitted to accept goods there for carriage as a return load.

(2) A carrier of one Contracting Party shall be permitted, subject to the provisions of paragraph (3) of this article, to cause an empty goods vehicle to enter the territory of the other Contracting Party for the purpose of accepting goods for carriage.

(3) A carrier of one Contracting Party who wishes to accept a load in the territory of:

- (a) a third country for delivery in the territory of the other Contracting Party;
or
- (b) the other Contracting Party for delivery in a third country;

shall apply to the competent authority of the other Contracting Party for permission to carry out such an operation.

Article 10. EXCLUSION OF CABOTAGE

Nothing in this Agreement shall be held to permit a carrier of one Contracting Party to carry goods between any two points in the territory of the other Contracting Party.

Article 11. TAXATION

(1) Goods vehicles which are registered in the territory of one Contracting Party and owned by persons resident in that territory shall be exempted from the taxes and charges levied on the circulation or possession of vehicles and from fees charged in respect of the issue of licences in the territory of the other Contracting Party.

(2) The exemption referred to in paragraph (1) of this article shall not apply to taxes or charges on fuel consumption or to tolls (special charges for the use of particular bridges, tunnels, ferries or sections of road).

(3) The exemption referred to in paragraph (1) of this article shall be granted in the territory of each Contracting Party so long as the conditions laid down in the Customs regulations in force in that territory for the temporary admission, without payment of import duties and import taxes, of vehicles covered by that paragraph are fulfilled.

FINAL PROVISIONS

Article 12. REVIEW OF OPERATION

(1) At the request of one competent authority the other shall provide any relevant information which can reasonably be made available concerning the manner in which traffic covered by this Agreement has developed.

(2) At the request of either competent authority representatives of both shall meet at a mutually convenient time as a Joint Committee to examine the operation of this Agreement and may, if necessary, agree the number of permits required to meet the current and prospective demand for the transport of goods by road.

Article 13. ENTRY INTO FORCE AND DURATION

(1) Each Contracting Party shall notify the other of the completion of the procedures required by its law to bring the Agreement into force. The Agreement shall enter into force thirty days after the date of the later 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 one Contracting Party giving six months' notice thereof in writing 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 Prague, this 10th day of November 1970, in the English and Czech languages, both texts being equally authoritative.

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

HOWARD SMITH

For the Government
of the Czechoslovak Socialist
Republic:

PODZIMEK JAR
