

No. 12627

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

**Agreement on the international carriage of goods by road.
Signed at London on 26 April 1972**

Authentic texts: English and Spanish.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 19 June 1973.*

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

**Accord relatif au transport international de marchandises
par route. Signé à Londres le 26 avril 1972**

Textes authentiques : anglais et espagnol.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 19 juin 1973.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE SPANISH STATE 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 Spanish State;

Desiring to facilitate the carriage of goods by road between their respective countries;

Have agreed as follows:

Article 1. DEFINITIONS

In this Agreement

(a) The term “carrier” shall mean any person who, either in the United Kingdom or in Spain, is authorised in accordance with the relevant national laws and regulations to engage in the carriage of goods by road for hire or reward or on his own account;

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

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

and any trailer or semi-trailer which fulfils conditions (i) and (iii) of this paragraph and which is operated by a carrier authorised in the territory of one Contracting Party, provided that if a trailer or semi-trailer and its towing vehicle both fulfil the conditions of this paragraph the combination shall be regarded as one vehicle;

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

Article 2. LICENCES

A carrier authorised in the territory of one Contracting Party shall be permitted to engage in the international carriage of goods by road to and from the territory of the other Contracting Party and in transit through that territory in accordance with the provisions of this Agreement without being required to apply to the competent authority of that Contracting Party for a licence for that purpose.

¹ Came into force on 1 January 1973, i.e. 30 days after the Contracting Parties informed each other in writing that the measures necessary to this effect in their respective territories had been taken, in accordance with article 10 (1).

Article 3. REQUIREMENTS AS TO PERMITS

(1) Except as provided in article 4 (1) 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) Except as provided in article 4 (2) (a) and (b) of this Agreement permits may be issued only within the limits of annual quotas fixed by agreement between the competent authorities of the Contracting Parties.

(3) A permit shall be used only by the authorised carrier to whom it is issued and shall not be transferable. It must be carried on the vehicle and be produced on demand to any person who is duly authorised in the territory of either Contracting Party to demand it.

(4) A permit issued in accordance with the terms of the preceding paragraphs to a carrier authorised in the territory of one Contracting Party shall, subject to the provisions of article 5 of this Agreement, be valid for one return journey for the purpose of delivering or of picking up loads in the territory of the other Contracting Party or of passing in transit through that territory.

(5) The form of permits and the conditions governing their validity shall be agreed between the competent authorities of the Contracting Parties. The competent authority of each Contracting Party shall send to the other an adequate supply of blank permits.

Article 4. EXEMPTIONS

(1) Categories of transport which do not require a permit and which are not subject to quota restrictions shall, having regard to paragraph (a) of Resolution Number 16 dated 26 November 1965 of the European Conference of Ministers of Transport, be the following:

- (i) carriage of goods to or from airports, in cases where services are diverted;
- (ii) carriage of luggage in trailers drawn by motor vehicles in which passengers are carried in accordance with regulations and carriage of luggage by vehicles of any type to or from airports;
- (iii) carriage of mails;
- (iv) carriage of damaged vehicles or movement of unladen break-down vehicles for the purpose of such carriage;
- (v) carriage of garbage and refuse;
- (vi) carriage of animal carcasses for the purpose of their disposal (other than those intended for human consumption);
- (vii) carriage of bees and fish stock;
- (viii) funeral transport.

(2) Categories of transport which require permits but are to be free of quota restrictions shall be:

- (a) having regard to paragraph (b) of the above Resolution the following:

- (i) carriage of perishable goods in refrigerated vehicles;
 - (ii) carriage of goods in motor vehicles when the total laden weight, including trailers, does not exceed 6 tons;
 - (iii) carriage of works and objects of art for fairs and exhibitions or for commercial purposes;
 - (iv) carriage of articles and equipment intended exclusively for advertising and information purposes;
 - (v) removals carried out by contractors using staff and equipment specially suitable for this purpose;
 - (vi) carriage of goods, properties and animals to or from theatrical, musical, film or circus performances, or sporting events, fairs or exhibitions and those intended for the making of radio or television broadcasts or films;
- (b) (i) carriage of goods in vehicles used by carriers of one Contracting Party when such vehicles are in transit through the territory of the other Contracting Party, provided that no goods are loaded or unloaded in that territory;
- (ii) the carriage of abnormal indivisible loads which require individual authorisation by the competent authorities of one or other Contracting Party.

Article 5. RETURN LOADS

(1) A carrier of one Contracting Party who wishes to enter the territory of the other Contracting Party with an unladen vehicle in order to pick up a load in that territory shall first obtain permission in writing from the competent authority of the other Contracting Party to carry out the operation. Nevertheless the competent authorities may under certain conditions grant exemption from this provision.

(2) After delivering a load in the territory of one Contracting Party, a carrier authorised in the territory of the other Contracting Party may not pick up a return load otherwise than as agreed between the competent authorities.

Article 6. EXCLUSION OF CABOTAGE

Nothing in this Agreement shall be held to permit a carrier authorised in the territory of one Contracting Party to pick up goods at a point in the territory of the other Contracting Party for delivery at any other point in that territory.

Article 7. INFRINGEMENT OF NATIONAL LAWS

(1) In the event of a carrier authorised in the territory of one Contracting Party failing, when in the territory of the other Contracting Party, to comply with the laws and regulations in force in that territory concerning road transport and road traffic, the competent authority of that other Contracting Party may notify the competent authority of the Contracting Party in which the carrier is authorised, and may request that authority either

- (a) to issue a warning to that carrier that any subsequent offence may lead to the refusal to issue, for such period as may be specified, any further permits to that carrier in accordance with this Agreement; or

(b) to inform the carrier of the temporary or permanent refusal to issue any further permits to that carrier in accordance with this Agreement.

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

(3) The provisions of this article shall be without prejudice to any lawful sanctions which may be applied by the courts or enforcement authorities of the Contracting Party whose laws or regulations have not been complied with.

Article 8. EXCHANGE OF INFORMATION AND 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 review the operation of this Agreement.

Article 9. THE COMPETENT AUTHORITIES

For the purposes of this Agreement the competent authorities shall be:
in the United Kingdom: The Department of the Environment;
in Spain: The Ministry of Public Works, Directorate-General of Land Transport.

Article 10. ENTRY INTO FORCE AND DURATION

(1) This Agreement shall enter into force thirty days after the Contracting Parties have informed each other in writing that the measures necessary to give effect to the Agreement in their respective territories have been taken.

(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 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 26th day of April 1972 in the English and Spanish languages, both texts being equally authoritative.

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

ANTHONY ROYLE

For the Government
of the Spanish State:

G. F. DE LA MORA

EN FE DE LO CUAL, los abajo firmantes, debidamente autorizados para ello por sus Gobiernos respectivos, han firmado este Acuerdo.

REDACTADO en duplicado en Londres el 26 de abril de 1972 en inglés y en español, siendo ambos textos igualmente válidos.

Por el Gobierno
del Reino Unido de Gran Bretaña
e Irlanda del Norte:

Por el Gobierno
del Estado Español: