

No. 15057

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

Agreement on international road transport. Signed at Helsinki on 8 April 1975

Authentic texts: Finnish and English.

Registered by Finland on 20 October 1976.

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

Accord relatif au transport routier international. Signé à Helsinki le 8 avril 1975

Textes authentiques : finnois et anglais.

Enregistré par la Finlande le 20 octobre 1976.

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

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

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

Have agreed as follows:

Article 1. DEFINITIONS

For the purposes of this agreement:

a) the term “carrier” shall mean any physical or legal person who, in either the United Kingdom or Finland, 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 nine seats in addition to that of the driver;
- iii)* is registered in the territory of one Contracting Party and owned and 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 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
- 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 is operated by or on behalf of a carrier of one Contracting Party;

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

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.

¹ Came into force on 24 June 1976, i.e., 30 days after the Contracting Parties had informed each other in writing (on 15 April and 24 May 1976) that the measures necessary to give effect to the Agreement in their respective territories had been taken, in accordance with article 15 (1).

PASSENGER TRANSPORT

Article 3. OPERATIONS EXEMPT FROM LICENSING REQUIREMENTS

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 the 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, or on a service covered by c) below;
- c) "shuttle 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 or on a service covered by b) above 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 4. OTHER PASSENGER TRANSPORT OPERATIONS

Such part of any international passenger transport operation (other than one of those referred to in Article 3 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 5

A carrier authorised in the territory of one Contracting Party shall be permitted, without being required to obtain an operator's (transport) licence for that purpose in accordance with the laws and regulations of the other Contracting Party, to import either an empty or laden goods vehicle temporarily into the territory of that other Contracting Party for the purpose of the carriage of goods, including return loads:

- a) between any point in the territory of one Contracting Party and any point in the territory of the other Contracting Party; and
- b) in transit across the territory of that other Contracting Party.

Article 6. REQUIREMENTS AS TO PERMITS

1. Except as provided in Article 7 of this Agreement a carrier authorised in the territory of one Contracting Party shall require a permit in order to engage in the transport operations referred to in Article 5. Such permits shall be issued by the

competent authority of the Contracting Party by which the carrier is authorised within the limits of annual quotas fixed jointly by the competent authorities.

2. A permit shall not be transferable.

3. A permit shall be valid for use of one motor vehicle or one combination of vehicles (articulated vehicle or road train).

4. Permits may be of two types:

- a) journey permits valid for one journey (outward and return) with a maximum period of validity not exceeding six months;
- b) period permits valid for any number of journeys within a period of one calendar year.

5. Each competent authority shall send to the other on request an adequate supply of blank permits.

Article 7. EXEMPTIONS

The permits referred to in Article 6 of this Agreement shall not be required for:

- a) transport on own account;
- b) carriage of damaged vehicles or movement of unladen breakdown vehicles for the purpose of such carriage or operation of a vehicle in substitution for a damaged vehicle;
- c) carriage of works of art and antiques;
- d) carriage of articles and equipment exclusively for publicity or educational purposes;
- e) carriage of properties, equipment or animals to or from theatrical, musical, cinematographic or circus performances or sporting events, exhibitions or fairs, or to or from the making of radio or television broadcasts or films;
- f) carriage of goods for fairs or exhibitions;
- g) funeral transport;
- h) carriage of mails;
- i) carriage of household effects;
- j) carriage of goods in motor vehicles the laden weight of which (including any trailer) does not exceed 6 000 kg;
- k) carriage of goods to or from airports in cases where air services are rerouted;
- l) 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 or from airports;
- m) carriage of perishable goods in refrigerated vehicles;
- n) carriage of medical equipment and stores in cases of emergency;
- o) carriage of goods, not specified above, as agreed by the competent authorities;
- p) carriage of goods in any trailer or semitrailer 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.

TAXATION

Article 8

1. Subject to the provisions of paragraph 3 of this Article, vehicles which are registered in the territory of one Contracting Party shall be exempted from all the

taxes and charges levied on the circulation or possession of vehicles in the territory of the other Contracting Party.

2. The provisions of paragraph 1 of this Article shall in no way affect the payment of taxes or charges on fuel consumption or of tolls.

3. Any exemptions from taxes and charges that may be agreed under the provisions of paragraph 1 of this Article shall not have effect in relation to the use of a vehicle in the territory of one of the Contracting Parties if the conditions laid down in the Customs regulations in force in that territory for the temporary admission of such vehicles into that territory without payment of import duties and import taxes are not fulfilled.

Article 9

1. Not more than 400 litres of fuel, contained in the ordinary supply tanks of a vehicle, shall be admitted without payment of import duties and taxes.

2. Spare parts and lubricants are not liable to import duties or taxes. Unused spare parts shall be re-exported. Parts which have been replaced shall be destroyed or abandoned in accordance with regulations in force in the territory in which the vehicle is operating.

OTHER PROVISIONS

Article 10

If the weights and dimensions of a vehicle or combination of vehicles, whether laden or unladen, registered in the territory of one Contracting Party exceed the maximum weights and dimensions laid down under the laws or regulations of the other Contracting Party special permission in writing, in addition to any permit required under Article 6, shall be obtained from the competent authority of that other Contracting Party to operate the vehicle or combination of vehicles in its territory.

Article 11

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

2. A carrier of one Contracting Party may not pick up passengers or goods in the territory of:

- a) a third country for setting down or delivery in the territory of the other Contracting Party; or
- b) the other Contracting Party for setting down or delivery in a third country, unless special permission in writing to carry out such an operation has been obtained from the competent authority of that other Contracting Party.

Article 12

Permits issued in accordance with the provisions 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 them.

Article 13

1. Subject to the provisions of this Agreement a carrier authorised in the territory 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.

2. In the event of a carrier of one Contracting Party failing to comply with the provisions of the preceding paragraph, the competent authority of the 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;
- 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 authority receiving any such request shall comply therewith and shall as soon as possible inform the competent authority of the other Contracting Party of the action taken.

4. 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 14

1. The competent authorities shall regulate all questions regarding the implementation and application of this Agreement.

2. For the purposes of the preceding paragraph the Contracting Parties may establish a Joint Committee.

3. The Joint Committee shall meet at the request of either competent authority.

Article 15

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 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 Helsinki this 8th day of April 1975 in the Finnish and English languages, both texts being equally authoritative.

For the Government of Finland:
MATTI TUOVINEN

For the Government of the United Kingdom of Great Britain
and Northern Ireland:
T. A. K. ELLIOTT
