

No. 15180

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
GERMAN DEMOCRATIC REPUBLIC**

**Agreement on international road transport. Signed at Berlin
on 15 November 1974**

Authentic texts: English and German.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 18 January 1977.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
RÉPUBLIQUE DÉMOCRATIQUE ALLEMANDE**

**Accord relatif aux transports routiers internationaux. Signé
à Berlin le 15 novembre 1974**

Textes authentiques: anglais et allemand.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
18 janvier 1977.*

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

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

Desiring to regulate and promote international road transport between their two countries and in transit through their territories on a basis of reciprocity and mutual advantage;

Have agreed as follows:

I. GENERAL PROVISIONS

Article 1. SCOPE OF AGREEMENT

(1) Subject to the provisions of this Agreement, each Contracting Party shall grant to the carriers of the other Contracting Party the right to engage in international transport operations by road in either direction between the territory of the United Kingdom of Great Britain and Northern Ireland and the territory of the German Democratic Republic or in transit across those territories.

(2) Any carrier, being a physical or legal person who, in either the territory of the United Kingdom or the territory of the German Democratic Republic, is authorised in accordance with relevant national laws and regulations to carry passengers or goods in international traffic by road for hire or reward or on his own account, shall be permitted to carry out transport operations in accordance with this Agreement.

Article 2. DEFINITIONS

For the purposes of this Agreement:

(a) the term "passenger vehicle" shall mean any mechanically-propelled road vehicle which

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

(b) the term "goods vehicle" shall mean any mechanically-propelled road vehicle which

- is constructed or adapted for use and used on the roads for the carriage of goods;

¹ Came into force on 21 November 1975, i.e., the thirtieth day after the day on which the Contracting Parties had informed each other that the necessary internal procedures had been completed, in accordance with article 14 (1).

- (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 or of that driver from the territory of the Contracting Party in which the infringement occurred; or
- (c) to issue a notification of such exclusion.

II. PASSENGER TRANSPORT

Article 8. LICENSING REQUIREMENTS AND EXEMPTIONS

(1) The carriage of passengers in passenger vehicles of a carrier authorised in the territory of one Contracting Party to or from any point in the territory of the other Contracting Party or in transit through that territory shall, with the exception of the services referred to in paragraph (2) of this Article, require to be licensed in accordance with the national laws and regulations of that other Contracting Party.

(2) The following shall be exempted from the licensing requirements referred to in paragraph (1) of this Article:

- (a) “closed door tours”, that is, services on which an unchanging group of passengers is carried in the same passenger vehicle on a journey beginning and ending in the territory in which the carrier is authorised;
- (b) “inward services”, that is, services on which an unchanging group of passengers is carried in a passenger vehicle into the territory of the other Contracting Party for a temporary stay and that vehicle returns to the territory in which the carrier is authorised either empty, or in the manner described at (c) below;
- (c) “shuttle services”, that is, services on which a passenger vehicle enters the territory of the other Contracting Party, either empty or in the manner described at (b) above, in order to carry a group of passengers back to the territory in which the carrier is authorised, each member of that group having previously been carried to the territory of the other Contracting Party by the same carrier and having concluded a contract for the return journey;
- (d) the transit of the territory of the other Contracting Party by an empty passenger vehicle in the course of a journey to or from a third country;
- (e) the replacement of a passenger vehicle which has become unserviceable by a serviceable one.

III. GOODS TRANSPORT

Article 9. PERMITTED INTERNATIONAL OPERATIONS

Subject to the provisions of this Agreement, a carrier of one Contracting Party shall be permitted to use a goods vehicle

- (a) to carry goods to or from the territory of the other Contracting Party;
- (b) to transit the territory of the other Contracting Party, whether laden or empty;
- (c) to enter the territory of the other Contracting Party empty for the purpose of accepting goods there for carriage;

- is registered in the territory of one Contracting Party; and temporarily enters the territory of the other Contracting Party for the purpose of the international carriage of goods for delivery in or collection from that territory or in transit through that territory;
- or any trailer or semi-trailer for coupling to any goods vehicle.

Article 3. COMPLIANCE WITH NATIONAL LAWS

Carriers whose passenger vehicles or goods vehicles are registered in the territory of one Contracting Party, and the drivers of those vehicles, 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, and the passenger vehicles and goods vehicles used shall conform to those laws and regulations.

Article 4. DOCUMENTS REQUIRED

(1) Each Contracting Party shall recognise in respect of a passenger vehicle or goods vehicle operated in accordance with this Agreement:

- (a) the driving licence entitling the holder to drive the vehicle in the territory of the other Contracting Party;
- (b) the national registration document of that vehicle.

(2) Permits and any other documents required by carriers in accordance with the provisions of this Agreement shall be carried on the vehicles to which they relate and be produced on demand to any person who is authorised in the territory of either Contracting Party to demand them.

Article 5. CABOTAGE

Nothing in this Agreement shall be held to permit a carrier 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.

Article 6. TAXATION

(1) Taxes and charges on passenger vehicles and goods vehicles, the use of roads, the performance of transport operations, and the issue of permits shall be levied in accordance with the national laws and regulations of the Contracting Parties.

(2) The competent authorities of the Contracting Parties may agree to reciprocal exemption from the taxes and charges referred to in paragraph (1) of this Article.

Article 7. INFRINGEMENTS

If a passenger vehicle or goods vehicle of a carrier 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 authority of the Contracting Party in whose territory the infringement occurs may (without prejudice to any lawful sanction which the courts or enforcement authorities of that Contracting Party may apply) request the competent authority of the other Contracting Party

- (a) to issue a warning to that carrier or driver; or

(d) to carry goods in either direction between any point in the territory of the other Contracting Party and any point in a third country, provided that in the course of its journey the goods vehicle passes in transit through the territory in which the carrier is authorised.

Article 10. REQUIREMENTS AS TO PERMITS

(1) Except as provided in Article 11 of this Agreement, a carrier of either Contracting Party shall require a permit in order to engage in any of the operations set out in Article 9 of this Agreement.

(2) The competent authorities of the Contracting Parties may agree to exchange bulk supplies of blank permits or to reciprocal exemption from the permit requirements of paragraph (1) of this Article.

(3) Permits shall be issued to carriers of each Contracting Party by the competent authority of that Contracting Party.

(4) A permit shall be used only by the carrier to whom it is issued and shall not be transferable.

(5) The forms of permits and the administrative procedure concerning the implementation of the permit system shall be settled by agreement between the competent authorities of the Contracting Parties in accordance with the provisions of Article 12 of this Agreement.

Article 11. EXEMPTIONS FROM PERMIT REQUIREMENTS

(1) No permit in accordance with paragraph (1) of Article 10 of this Agreement shall be required for:

- (a) the carriage of goods on own account provided that an appropriate document relating to this carriage on own account, as agreed by the competent authorities of the Contracting Parties, is carried on the vehicle;
- (b) the carriage of luggage in trailers drawn by motor vehicles in which passengers are carried in accordance with regulations, or the carriage of luggage in vehicles of any kind to or from airports;
- (c) the carriage of goods to or from airports in cases where air services are diverted;
- (d) the carriage of goods for international fairs and exhibitions;
- (e) the carriage of equipment and properties, living or dead, such as animals, vehicles, sporting equipment, theatrical scenery and properties, apparatus for film, television and radio recording or musical instruments, which are required for international sporting, cultural and other events;
- (f) household removals;
- (g) the carriage of corpses;
- (h) the carriage of goods in motor vehicles the permitted laden weight of which does not exceed one tonne;
- (i) the carriage of sewage;
- (j) the carriage of works of art;

- (k) the carriage of ships' stores to or from ports in the territory of the other Contracting Party;
- (l) the carriage of bees and fish fry;
- (m) the carriage of spare parts for the repair of ships;
- (n) the carriage of medical equipment and supplies in case of an emergency;
- (o) the carriage of valuable goods (e.g. precious metals);
- (p) the carriage of damaged vehicles and the entry of breakdown vehicles for their retrieval;
- (q) a vehicle which is demonstrably in substitution for a vehicle which has been damaged.

(2) The exemption conferred by paragraph (1) of this Article may be extended to further categories of international transport by agreement between the competent authorities of the Contracting Parties in accordance with the provisions of Article 12 of this Agreement.

IV. FINAL PROVISIONS

Article 12. ADMINISTRATIVE ARRANGEMENTS

(1) The competent authorities of the Contracting Parties shall jointly concert all administrative measures for giving effect to this Agreement. The measures so agreed shall be stipulated in a Memorandum.

(2) At the request of the competent authority of either Contracting Party, the other competent authority shall provide any relevant information which can reasonably be made available as to the manner in which traffic covered by this Agreement has developed.

(3) At the request of either competent authority, representatives of both competent authorities shall meet at a mutually convenient time as a Joint Committee to examine the operation of this Agreement and the current and prospective demand for international transport by road.

(4) The Joint Committee may by agreement amend or add to the Memorandum, and may in particular include therein provisions concerning all or any of the following:

- (a) paragraph (2) of Article 6 of this Agreement;
- (b) paragraph (2) of Article 10 of this Agreement;
- (c) paragraph (1) (a) and paragraph (2) of Article 11 of this Agreement;
- (d) the limitation of the number of permits to be issued in accordance with Article 10 of this Agreement, if necessary with a view to ensuring the provision of adequate and efficient transport services by road between the territories of the Contracting Parties and an equitable participation by their respective carriers in providing such services.

Article 13. VALIDITY OF OTHER AGREEMENTS

The application of this Agreement shall not affect any international agreements and arrangements previously concluded by either Contracting Party.

Article 14. ENTRY INTO FORCE AND DURATION

(1) This Agreement shall come into force on the thirtieth day after the day on which the Contracting Parties have informed each other that the necessary internal procedures have been completed.

(2) This Agreement shall remain in force for a period of two years after its entry into force. Thereafter it shall be extended automatically from year to year unless one of the Contracting Parties gives to the other written notice of termination not less than six months before the date on which it is to expire.

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

DONE in duplicate at Berlin this 15th day of November 1974 in the English and German languages, both texts being equally authoritative.

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

H. B. C. KEEBLE

For the Government
of the German Democratic Republic:

Dr. V. WINKLER
