

No. 17108

**BELGIUM
and
SWEDEN**

**Agreement concerning international road transport. Signed
at Stockholm on 10 February 1978**

Authentic texts: French, Dutch and Swedish.

Registered by Belgium on 29 September 1978.

**BELGIQUE
et
SUÈDE**

**Accord relatif aux transports internationaux par route.
Signé à Stockholm le 10 février 1978**

Textes authentiques : français, néerlandais et suédois.

Enregistré par la Belgique le 29 septembre 1978.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF
BELGIUM AND THE GOVERNMENT OF THE KINGDOM OF SWEDEN
CONCERNING INTERNATIONAL ROAD TRANSPORT

The Government of the Kingdom of Belgium and the Government of the Kingdom of Sweden,

Desiring to facilitate the road transport of passengers and goods by commercial vehicles between Belgium and Sweden and in transit through their territory,

Have agreed as follows:

Article 1. SCOPE

The provisions of this Agreement shall apply to the carriage of passengers and goods to or from the territory of one of the Contracting Parties or in transit through that territory by motor vehicles registered in the territory of the other Contracting Party.

Article 2. DEFINITIONS

1. The term "carrier" shall mean any physical or legal person who, in either Belgium or Sweden, is entitled in accordance with the relevant national provisions in force to carry passengers or goods by road.

2. The term "vehicle" shall mean any mechanically propelled road vehicle and, where appropriate, its trailer or semi-trailer used for the transport of:

- (a) More than eight seated persons, not including the driver;
- (b) Goods.

3. The term "authorization" shall mean any concession or authorization which may be required under the applicable law in each of the Contracting Parties.

PASSENGER TRANSPORT

Article 3

Passenger transport operations shall be subject to authorization in accordance with the national law of the Contracting Parties.

No authorization shall be required for:

- (a) Transport of the same passengers in the same vehicle throughout a single journey beginning and ending in the country in which the vehicle is registered, provided that no passengers are taken on or set down during the journey or at stops outside that country (closed-door tours);
- (b) Transport of a group of persons from a point situated in the country in which the vehicle is registered to a point situated in the territory of the other Contracting Party, provided that the vehicle leaves the latter territory empty;
- (c) Vehicles entering the territory of the other Contracting Party empty for the purpose of picking up, at the same place, passengers conveyed by a vehicle which has broken down;

¹ Came into force on 10 February 1978 by signature, in accordance with article 12.

- (d) Journeys made, with or without passengers, in transit through the territory of the other Contracting Party, except for regular and shuttle services.

GOODS TRANSPORT

Article 4. RECOGNITION OF NATIONAL AUTHORIZATIONS

1. An authorization duly issued in the territory of either Contracting Party whereby the holder is entitled to use a specified vehicle, or specified vehicles, for the commercial carriage of goods shall be valid in the territory of both Contracting Parties for the transport operations referred to in article 1 of this Agreement.

2. No authorization shall be required for the despatch of trailers or semi-trailers unaccompanied by any towing vehicle from the territory of one Contracting Party to the territory of the other.

3. No goods transport authorization shall be required for transport operations "on own account".

Article 5. CABOTAGE

Nothing in this Agreement shall be held to permit:

- (a) A Belgian carrier to carry goods which are loaded at any point in the territory of the Kingdom of Sweden for delivery at any other point in that territory; or
- (b) A Swedish carrier to carry goods which are loaded at any point in the territory of the Kingdom of Belgium for delivery at any other point in that territory.

COMMON PROVISIONS

Article 6. CARRIAGE OF DOCUMENTS

The document referred to in article 4 (1) of this Agreement and the documents required by the competent authorities must be carried on the vehicle and produced at the request of the control authorities.

Article 7. COMPLIANCE WITH NATIONAL LAW

Carriers of one Contracting Party shall ensure that vehicles which they are authorized in accordance with this Agreement to use in the territory of the other Contracting Party satisfy all legal provisions concerning road safety and the use of motor vehicles in force in that territory and applicable to vehicles of that kind under the circumstances concerned.

Article 8. FISCAL PROVISIONS

1. Motor vehicles, as well as trailers of any kind, duly registered in the territory of the Contracting Parties and staying temporarily in the territory of the other Contracting Party shall be exempt from the taxes and charges levied in the territory of the other Contracting Party on the operation or possession of motor vehicles and trailers.

2. The exemption shall not cover customs and excise duties or road and bridge tolls.

Article 9. INFRINGEMENTS

In the event of any infringement of the provisions of this Agreement or of the laws of one Contracting Party by vehicles of the other, or by the drivers of such vehicles, the Contracting Party in whose territory the infringement occurred may notify the other Contracting Party, which shall take such steps as are provided by its national law.

Article 10. COMPETENT AUTHORITIES

1. For the purpose of implementing this Agreement the competent authorities shall be, in the Kingdom of Belgium, the Ministry of Communications, and, in the Kingdom of Sweden, the National Transport Commission.

2. At the request of either competent authority representatives of both shall meet at a mutually agreed time, as a Joint Committee, to review the operation of this Agreement.

3. The competent authorities shall maintain with each other such contacts as may be necessary for the implementation of this Agreement.

Article 11. PROVISIONS RESCINDING EARLIER AGREEMENTS

The following agreements are hereby rescinded:

- (1) The Agreement between the Government of the Kingdom of Belgium and the Government of the Kingdom of Sweden concerning the international transport of goods by road, signed at Brussels on 20 March 1967;¹
- (2) The Agreement between Belgium and Sweden for the reciprocal exemption from traffic tax of vehicles used for the commercial transport of passengers or for the transport of goods, concluded by an exchange of notes dated Brussels, 10 and 20 November 1956.²

Article 12. ENTRY INTO FORCE AND PERIOD OF VALIDITY

This Agreement shall enter into force on the date of its signature.

It is concluded for a period of one year; it shall be extended from year to year by tacit agreement, unless denounced by one of the Contracting Parties three months before the expiry of the current period.

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

DONE at Stockholm on 10 February 1978, in duplicate, in the French, Dutch and Swedish languages, all the texts being equally authentic.

For the Government
of the Kingdom of Belgium:

[Signed]

M. TAYMANS

For the Government
of the Kingdom of Sweden:

[Signed]

BO. TURESSON

¹ United Nations, *Treaty Series*, vol. 686, p. 329.

² *Ibid.*, vol. 281, p. 239.