

**No. 21516**

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**CYPRUS  
and  
CZECHOSLOVAKIA**

**Agreement on international road transport. Signed at  
Nicosia on 7 January 1982**

*Authentic text: English.*

*Registered by Cyprus on 8 January 1983.*

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**CHYPRE  
et  
TCHÉCOSLOVAQUIE**

**Accord relatif aux transports routiers internationaux. Signé  
à Nicosie le 7 janvier 1982**

*Texte authentique : anglais.*

*Enregistré par Chypre le 8 janvier 1983.*

# AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CYPRUS AND THE GOVERNMENT OF THE CZECHOSLOVAK SOCIALIST REPUBLIC ON INTERNATIONAL ROAD TRANSPORT

The Government of the Republic of Cyprus and the Government of the Czechoslovak Socialist Republic,

Desiring to develop the friendly relations between the two countries in accordance with the Final Act of the Conference on Security and Cooperation in Europe (Helsinki, 1975)<sup>2</sup> 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 purpose of this Agreement:

(a) The term "carrier" shall mean any person (including a legal person) who, in either the Republic of Cyprus 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
- (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

<sup>1</sup> Came into force on 25 August 1982, i.e., 30 days after the date of the last of the notifications by which the Contracting Parties notified each other of the completion of the required National procedures, in accordance with article 15 (1).

<sup>2</sup> *International Legal Materials*, vol. 14, 1975, p. 1292.

behalf of any carrier authorised in the territory in which it is registered to carry goods.

### *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, has 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 Republic of Cyprus by the competent authority in the Republic of Cyprus or by any other authority in the Republic of Cyprus 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) Permits are issued within the annual quota agreed by the Joint Committee established according to article 14, para. (2) of this Agreement.

(5) The competent authority of each Contracting Party shall send to the other the agreed 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, unless a special permit is granted for that purpose by the competent authority of the other Contracting Party.

### FINAL PROVISIONS

#### *Article 11. TAXATION*

(1) Passenger and 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 possession, circulation and operation of vehicles in the territory of the other Contracting Party and from fees charged in respect of the issue of permits within the agreed quota, in accordance with article 7, para. (4), of this Agreement.

(2) The fuel contained in the vehicles standard tanks shall be exempt from customs duties and other taxes. The standard fuel tank shall be that built by the vehicle manufacturer.

(3) Spare parts which are imported temporarily for the repairs of a vehicle broken down in the territory of the other Party, shall be exempt from customs duties, taxes and other fees, as set forth in the respective national laws. The replaced parts are to be re-exported or destroyed under customs supervision.

(4) The crew of the vehicle shall be allowed to import temporarily, without paying customs duties and free of prior import licence, their personal effects and repair tools normally in the vehicle.

(5) The exemption mentioned in 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, are fulfilled.

#### *Article 12. DIMENSIONS, WEIGHTS AND ROUTES*

(1) If the weight or dimensions of the vehicles or the load exceed the limits permitted on the territory of the other Contracting Party, such vehicles must obtain a special permit to be issued by the competent authority of this Contracting Party.

(2) If this permit restricts the vehicle to travelling a specified route, the transport operation may only be carried out over this route.

#### *Article 13. PAYMENTS*

The payments to be made under the provisions of this Agreement shall be settled in convertible currency, accepted individually by the authorised Banks of the Contracting Parties according to the currency laws, regulations and orders valid in each country.

#### *Article 14. 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 passengers and goods by road.

#### *Article 15. ENTRY INTO FORCE AND DURATION*

(1) Each Contracting Party shall notify the other of the completion of its National procedures required to bring this 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 and thereafter shall tacitly continue from one year to another unless it is terminated by one of the Contracting Parties giving notice in writing three months before the expiration of the calendar year.

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

DONE AND SIGNED in Nicosia this day of January 7, 1982, in two original versions in the English language, both versions being equally authentic.

For the Government  
of the Republic of Cyprus:

*[Signed — Signé]*<sup>1</sup>

For the Government  
of the Czechoslovak Socialist Republic:

*[Signed — Signé]*<sup>2</sup>

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<sup>1</sup> Signed by G. V. Hadjianastasiou — Signé par G. V. Hadjianastasiou.

<sup>2</sup> Signed by Josef Hejc — Signé par Josef Hejc.