

No. 21518

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

**Agreement on the international transport of goods by road.
Signed at Amman on 2 February 1981**

Authentic texts: English and Arabic.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
11 January 1983.*

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

**Accord relatif au transport international de marchandises
par route. Signé à Amman le 2 février 1981**

Textes authentiques : anglais et arabe.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
11 janvier 1983.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN ON THE INTERNATIONAL TRANSPORT OF GOODS BY ROAD

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Hashemite Kingdom of Jordan, hereinafter called the “Contracting Parties”,

Desiring to facilitate the international transport of goods by road between their two countries and in transit through their territories,

Have agreed as follows:

PART I. DEFINITIONS

Article 1. For the purposes of this Agreement:

(a) The term “carrier” shall mean any physical or legal person who, in either the United Kingdom or the Hashemite Kingdom of Jordan, is authorised in accordance with the relevant national laws and regulations to engage in the international transport of 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 “goods vehicle” shall mean any mechanically propelled road vehicle which is:

- (i) Manufactured or adapted for use and used on the roads for the carriage of goods;
- (ii) Registered and licensed for the carriage of goods in the territory of one of the Contracting Parties; and
- (iii) Temporarily admitted 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 a carrier of the 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 “competent authority” shall mean:

- (i) For the United Kingdom, the Department of Transport; and
- (ii) For the Hashemite Kingdom of Jordan, the Ministry of Transport;

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

¹ Came into force on 15 July 1981, i.e., the thirtieth day following the date of the last of the notifications (effected on 4 April and 15 June 1981) by which the Parties informed each other of the completion of the required constitutional procedures, in accordance with article 14 (1).

PART II. GOODS TRANSPORT

Article 2. The international transport of goods by means of goods vehicles owned or operated by carriers of either Contracting Party is not subject to a licensing regime in the following cases:

- (a) Between any point in the territory of one Contracting Party and any point in the territory of the other Contracting Party;
- (b) In transit through the territory of the other Contracting Party;
- (c) Between the territory of the other Contracting Party and the territory of a third country, provided that in the course of its journey the vehicle passes in transit through the territory in which it is registered.

Article 3. 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 in the following two cases:

- (a) For setting down or delivery at any other point in that territory;
- (b) When returning empty from the territory of a third country, unless special permission has been obtained in advance from the competent authorities of that Contracting Party.

PART III. GENERAL PROVISIONS

Article 4. The drivers of vehicles undertaking international transport in accordance with the provisions of this Agreement shall be in possession of the following documents:

- (a) A valid driving licence corresponding to the category of vehicle he is driving. Such licence should be in conformity with the laws and regulations in force in the country where the vehicle is registered or should be an international driving licence;
- (b) (i) For vehicles registered in the Hashemite Kingdom of Jordan, a valid vehicle licence;
- (ii) For vehicles registered in the United Kingdom, a valid vehicle excise licence and the vehicle registration document;
- (c) A valid passport containing all necessary entry visas;
- (d) Evidence of insurance of the vehicle user for liability for the damages caused to third parties in the territory of the other Contracting Party.

Article 5. The appropriate authorities of the Contracting Parties shall issue entry visas valid for six months and for several trips to each driver and assistant undertaking the international transport of goods in accordance with the provisions of this Agreement and the relevant national laws and regulations.

Article 6. (1) The technical conditions of vehicles carrying out the international transport of goods shall be determined in accordance with the laws and regulations in force in the territory in which the vehicle is registered.

(2) If the weight and dimensions of any vehicle intended to be used for transport between the territories of the Contracting Parties exceed what is permitted on the territory of the other Contracting Party, a special authorisation is needed from the competent authority of that Contracting Party.

Article 7. (1) All vehicles undertaking international transport shall be accompanied by customs temporary admission documents (*carnet de passage en douane* or *triptyque*), as provided for in the corresponding international customs conventions, issued by the appropriate authorities of the Contracting Parties.

(2) If such international customs documents, as specified in paragraph (1) above, are not available, the provisions of the internal legislation of the Contracting Party concerned shall be applicable.

(3) If the international goods transport is covered by a TIR carnet the regulations laid down in the TIR Convention (Customs Convention on the International Transport of Goods under cover of TIR Carnets of 15 January 1959¹ shall be applicable.

(4) If the international goods transport is not covered by a TIR carnet the provisions of the internal legislation of the Contracting Party concerned shall be applicable.

Article 8. (1) Subject to the provisions of paragraphs (3), (4) and (5) of this article, vehicles which are registered in the territory of one Contracting Party and are temporarily admitted in the territory of the other Contracting Party, shall be exempted from the taxes and charges levied on the circulation and possession of vehicles and from the taxes and charges levied on transport operations carried out in the territory of the other Contracting Party.

(2) The exemptions referred to in paragraph (1) of 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 of such vehicles into that territory without payment of import duties and import taxes are fulfilled.

(3) The exemptions referred to in paragraph (1) of this article shall not apply to the taxes and charges for the maintenance of roads and the taxes and charges included in the price of fuel or tolls for the use of particular roads, bridges, tunnels or ferries.

(4) The exemptions referred to in paragraph (1) of this article shall not apply to the taxes and charges levied on the international transport of goods by road in transit through the territory of the other Contracting Party.

(5) The exemptions referred to in paragraph (1) of this article shall not apply to the taxes and charges levied on goods vehicles exceeding their maximum permissible payloads and/or axleloads according to the laws and regulations of the other Contracting Party.

(6) The fuel contained in the ordinary supply tanks of a vehicle shall be exempt from the taxes and duties.

(7) 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 carried on the vehicle.

(8) Spare parts imported for the repair of a vehicle already admitted temporarily, shall be admitted under appropriate temporary admission provisions, without payment of import duties and taxes and free of import prohibitions and restrictions and according to the local Customs regulations. Replaced parts shall be re-exported or destroyed under Customs control.

¹ United Nations, *Treaty Series*, vol. 348, p. 13.

Article 9. Except where otherwise provided in this Agreement or other Agreements between the two Contracting Parties, carriers, drivers, their assistants, and goods vehicles 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.

Article 10. (1) If a carrier or his driver or any of his assistants of one Contracting Party, when in the territory of the other, infringes 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 applicable in its own territory, inform the competent authority of the other Contracting Party of the circumstances of the infringement.

(2) In the event of any infringement referred to in paragraph (1) of this article, the competent authority of the Contracting Party in whose territory the infringement occurs may request the competent authority of the other Contracting Party:

- (a) To issue a warning to the carrier concerned, that any subsequent infringements may lead to a refusal of entry of vehicles he owns or operates in the territory of the Contracting Party where the infringement occurred for such period as may be specified by the competent authorities; or
- (b) To notify the carrier that the entry of his vehicles in the territory of the other Contracting Party has been prohibited temporarily or permanently.

(3) The competent authority receiving any such request from the authorities of the other Contracting Party shall comply therewith and shall as soon as possible inform the other competent authority of the action taken.

Article 11. In case of road accidents or other incidents the competent authority of the country where these accidents or incidents have taken place shall, on request, forward to the owner of the vehicle or to the competent authority of the other Contracting Party all documents or results of the judicial examination and all available data clarifying the event.

Article 12. (1) The competent authorities of the Contracting Parties shall jointly consider and try to solve any problems arising from the application of this Agreement.

(2) Problems remaining unsolved will be settled through the diplomatic channel.

Article 13. (1) A Joint Committee shall be constituted of representatives from the two Contracting Parties to supervise the application of this Agreement, and to deal with any obstacles that might impede such application. The Joint Committee shall convene upon the request of the competent authorities of either Contracting Party.

(2) At the request of either Contracting Party, the Joint Committee shall meet at a mutually convenient time, alternately in the territory of each Contracting Party.

(3) The decisions of the Committee shall be subject to the approval of the competent authorities of both Contracting Parties.

Article 14. (1) Each Contracting Party shall notify the other Contracting Party in writing that the measures necessary for giving effect to this Agreement in their territory have been taken. The Agreement shall enter into force on the thirtieth day after the date of the later of these notifications.

(2) This 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 either Contracting Party giving three months notice thereof in writing to the other Contracting Party.

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

DONE in duplicate at Amman, Jordan, this Monday, the second day of February 1981 which corresponds to the twenty-eighth of Rabi' Awwal 1401 H in the English and Arabic languages, both texts being equally authoritative.

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

IAN GILMOUR

For the Government of the Hashemite Kingdom of Jordan:

A. SUHEIMAT
