

No. 26805

**SPAIN
and
YUGOSLAVIA**

**Agreement on the transport of passengers and goods by road.
Signed at Belgrade on 18 December 1985**

*Authentic texts: Spanish, Serbo-Croatian and French.
Registered by Spain on 22 September 1989.*

**ESPAGNE
et
YUGOSLAVIE**

**Accord dans le domaine du transport routier de personnes et
de marchandises. Signé à Belgrade le 18 décembre 1985**

*Textes authentiques : espagnol, serbo-croate et français.
Enregistré par l'Espagne le 22 septembre 1989.*

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF SPAIN AND
THE FEDERAL EXECUTIVE COUNCIL OF THE ASSEMBLY
OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA
ON THE TRANSPORT OF PASSENGERS AND GOODS BY ROAD

The Government of Spain and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as the Contracting Parties),

Desiring to facilitate the international transport of passengers and goods by road between the two countries and in transit through their territories, on the basis of reciprocity and mutual interest, have agreed as follows:

PRELIMINARY PROVISIONS

Article 1. DEFINITIONS

For the purposes of this Agreement the various terms used in its text shall have the following meanings:

(a) The term “carrier” shall mean any natural or juridical person who, either in Spain or in the Socialist Federal Republic of Yugoslavia, is authorized, in accordance with the relevant national laws and regulations, to engage in the transport of passengers or goods by road and who provides such service for reward or on his own account.

(b) The term “passenger vehicle” shall mean any mechanically propelled vehicle which is:

- Constructed or adapted for use and used on the roads for the transport of passengers;
- Equipped for the transport of at least nine seated passengers including the driver;
- Registered in the territory of one of the Contracting Parties;
- Temporarily imported into the territory of the other Contracting Party for the purpose of the international transport of passengers bound for, originating in or in transit through that territory.

(c) The term “goods vehicle” shall mean any mechanically propelled vehicle or any trailer:

- Constructed or adapted for use and used on the roads for the transport of goods;
- Registered in the territory of one Contracting Party, and

¹ Came into force on 29 June 1989, i.e., 30 days after the date of receipt of the last of the notifications (of 13 April 1987 and 30 May 1989) by which the Parties had informed each other of the completion of the required legal procedures, in accordance with article 17 (1).

— Temporarily imported into the territory of the other Contracting Party for the purpose of the international transport of goods for delivery in, collection from or in transit through that territory.

Article 2. COMPETENT AUTHORITIES

1. The competent authorities shall resolve all issues arising from the implementation and application of this Agreement.

2. The competent authorities for the implementation of this Agreement shall be:

In Spain: the Ministry of Transport, Tourism and Communications, Department of Land Transport;

In the Socialist Federal Republic of Yugoslavia: the Federal Committee for Transport and Communications.

PASSENGER TRANSPORT

Article 3. TRANSPORT OPERATIONS EXEMPT FROM AUTHORIZATION

1. A carrier of one of the Contracting Parties shall not be required to obtain the authorization provided for in the legislation of the other Contracting Party in the following cases:

(1) For “closed-door” transport operations: services in which the same vehicle carries the same group of passengers for the entire journey and the journey begins and ends in the country in which the vehicle used for the journey is registered;

(2) Where a carrier of one of the Contracting Parties transports a group of passengers to the territory of the other Contracting Party and the vehicle providing the transport returns unladen;

(3) Where an unladen vehicle belonging to a carrier of one of the Contracting Parties enters the territory of the other Contracting Party to pick up passengers, provided at least one of the following conditions is met:

(a) Passengers are grouped under a contract of carriage concluded prior to the journey to the country in which they are to be picked up, or

(b) Passengers are picked up in the country in which they are due to be picked up by the same carrier that provided the transport referred to in paragraph (2) above, or

(c) Where passengers arriving from the territory of one of the Contracting Parties have been invited to visit the territory of the other Contracting Party and the cost of travel is borne by the person or organization extending the invitation, provided that the passengers to be carried comprise a homogeneous group and that such group has not been constituted solely for the purpose of the journey.

For the purpose of the transport services provided for in paragraphs (1) to (3) above, the vehicle shall have a waybill which shall be presented on request to the competent inspection authorities.

The waybill shall be issued by the competent authorities or by the authorized agencies of the country in which the vehicle is registered.

The content and form of the waybill shall be established by mutual agreement between the competent authorities of the two Contracting Parties.

Article 4. SCHEDULED SERVICES

1. A scheduled service is an international passenger transport service carried out along fixed routes, with a timetable indicating the frequency of the service, points for picking up and discharging passengers, and previously established and published fares.

2. Scheduled services between the two countries or in transit through their respective territories shall be established jointly by the competent authorities of the Contracting Parties and, in principle, on the basis of reciprocity.

3. The competent authorities shall establish by mutual agreement the characteristics of the service provided for in paragraph 1.

4. Each competent authority shall issue the authorization for the portion of the itinerary that corresponds to its own territory.

5. The competent authorities of the two Contracting Parties shall establish by mutual agreement the periods of validity of the authorizations granted.

6. Requests for the authorization of scheduled services shall be directed to the competent authority of the Contracting Party in which the carrier is legally resident, accompanied by the documents that specify the characteristics of the line, as provided for in paragraph 1.

7. The competent authority of the Contracting Party referred to in paragraph 5 of this article shall transmit this request to the competent authority of the other Contracting Party, attaching a copy of the authorization granted for carrying out this transport service in its territory as well as the documents mentioned in paragraph 6.

Article 5. OTHER KINDS OF PASSENGER TRANSPORT

1. Any kinds of passenger transport other than those referred to in articles 3 and 4 of this Agreement shall be subject to the authorization regime in accordance with the national laws and regulations of the Contracting Party of the territory in which the transport operation takes place.

2. Requests for authorization of the transport operations referred to in paragraph 1 of this article shall be submitted to the competent authority at least 21 days prior to the date fixed for the journey. The following information shall be provided when presenting requests:

- Name and address of the organizer of the transport operation;
- Name or business name and address of the carrier;
- Registration numbers of the vehicles assigned for the transport;
- Number of passengers;
- Dates and frontier posts of entry and exit, with indication of the laden and unladen portions of the journey;
- Itinerary and points at which passengers are picked up and discharged;
- Names of the localities in which the journey will be interrupted during the night and, where possible, addresses of the hotels;
- Characteristics of the transport service: shuttle service or occasional transport.

3. The entry of an unladen vehicle intended to replace a defective vehicle of the same nationality shall be permitted upon presentation of a transport document which shall be established by mutual agreement between the competent authorities of the Contracting Parties.

GOODS TRANSPORT

Article 6. TYPES OF TRANSPORT SERVICES

Provided that the carrier has received the appropriate authorization, he may provide transport services:

(a) Between any point in the territory of one of the Contracting Parties and any point in the territory of the other Contracting Party;

(b) In transit through the territory of the other Contracting Party.

Article 7. AUTHORIZATIONS

1. With the exception of the transport operations referred to in article 8 of this Agreement, carriers may carry out the transport operations referred to in article 1 of this Agreement only with an authorization.

2. The carrier shall apply to the competent authority of the Contracting Party in the country in which the vehicle is registered in order to obtain the aforementioned authorization.

3. The competent authority shall issue the authorization within the limits of the quotas established for the current year, which shall be determined by mutual agreement with the competent authority of the other Contracting Party.

4. Each type of transport service referred to in article 6 (a) and (b) shall be the subject of a separate quota.

5. The competent authorities shall exchange with each other the agreed number of duly signed blank authorization forms in compliance with the provisions of paragraph 3 of this article.

6. The authorization may not be transferred to a third party.

7. The authorization shall be valid only for a single vehicle on its own or with a trailer or semi-trailer.

8. Authorizations shall be of two types:

(a) Authorizations in respect of the transport services referred to in article 6 (a) (authorizations for bilateral transport services);

Such authorizations shall permit the carrier to take on goods for the return journey in the territory of the Contracting Party whose competent authority has granted the authorization.

(b) Authorizations in respect of the transport services referred to in article 6 (b) (authorizations for transit services).

The two types of authorization may be used only once and shall be valid only for one journey (outward and return), and they shall have a maximum period of validity of two months from the date of issuance.

9. A certain percentage of the quota of authorizations for performance of the transport services referred to in article 6 (a) of this Agreement, which shall be estab-

lished by mutual agreement between the competent authorities, may be used for the entry of unladen vehicles of one Contracting Party into the territory of the other Contracting Party in order to take on goods for delivery in the territory of the former Contracting Party.

10. An unladen vehicle of one Contracting Party may travel in transit through the territory of the other Contracting Party only with an authorization issued in accordance with paragraph 8 (b) of this article.

11. The competent authorities of the Contracting Parties shall draw up by mutual agreement the authorization forms required under paragraph 8 of this article.

*Article 8. TRANSPORT OPERATIONS NOT SUBJECT
TO THE AUTHORIZATION REGIME*

The authorization provided for in article 7 of this Agreement shall not be required for the following transport operations:

(a) Transport of goods to or from an airport in the event of damage or other accident to an aircraft or in the event of a forced landing owing to a change of itinerary beyond the control of the carrier;

(b) Transport of a damaged motor vehicle and/or its trailer or semi-trailer;

(c) Transport of corpses;

(d) Transport of works of art, equipment and material intended for fairs and exhibitions;

(e) Transport of spare parts intended to replace defective parts of boats or aircraft;

(f) Transport of accessories, equipment and animals to or from theatrical, musical and film presentations, circuses and sporting events, or to or from radio, television and film taping or broadcasting sessions;

(g) Transport of medicine, and medical equipment and supplies provided as humanitarian assistance;

The transport operations referred to in paragraphs (d), (e) and (f) may not be carried out without authorization, except in the case of the temporary importation of transported goods or animals.

CHARGES AND TAXES

Article 9

1. Carriers providing passenger and goods services under this Agreement shall, in providing such services in the territory of the other Contracting Party, be exempt from the payment of the administrative tax levied on the issuance of authorizations, as well as from the taxes and charges payable for the exercise of a professional activity or the possession of a vehicle in the territory of the other Contracting Party. The carrier shall be required to pay the prescribed administrative tax levied on the issuance of the authorizations referred to in articles 5 and 10 of this Agreement.

2. The provisions of paragraph 1 of this article shall be without prejudice to the obligation to pay the relevant fuel consumption tax or levy, as well as the charge

for the use of the national highway network by foreign vehicles in conformity with the applicable legislation of the other Contracting Party.

3. In the event that the requisite legislative conditions are created in the two countries, the competent authorities of the Contracting Parties may agree to exempt carriers reciprocally from the payment provided for in paragraph 2 of this article in respect of the passenger transport provided for in article 6 (a) and the various types of transport referred to in article 8 of this Agreement.

4. The provisions of paragraphs 1 and 3 of this article shall not affect the obligation to pay tolls for the use of highways, bridges and other highway infrastructure, wherever such charges are levied, in addition to other financial obligations.

5. Vehicles registered in the territory of one of the Contracting Parties which temporarily enter the territory of the other Contracting Party to carry out the transport operations provided for in this Agreement shall be exempt:

(a) From customs duties and other import duties in respect of the vehicle itself;

(b) From customs duties and other duties, taxes and charges on parts temporarily imported into the territory of the other Contracting Party and intended for the repair of the vehicles referred to in article 1 (b) of this Agreement. The replaced parts shall be re-exported or destroyed under the supervision of the competent customs authority of the other Contracting Party.

6. A vehicle registered in the territory of one of the Contracting Parties may temporarily import into the territory of the other Contracting Party only the quantity of fuel contained in the fuel tanks of the vehicle installed by the manufacturer.

OTHER PROVISIONS

Article 10. EXCEPTIONAL TRANSPORT OPERATIONS

Where the weight or dimensions of the vehicle or combination of vehicles, whether laden or unladen, registered in the territory of one of the Contracting Parties exceed the maximum limits authorized by the other Contracting Party, the carrier shall obtain a special authorization from the competent authority of the other Contracting Party.

Article 11. INSURANCE

Passenger or goods vehicles registered in the territory of one of the Contracting Parties shall, in order to enter the territory of the other Contracting Party, carry a certificate stating that the owner of the motor vehicle has taken out a civil liability insurance policy covering injury or damage to third parties (green card).

Where such a certificate is not carried aboard the motor vehicle, the carrier shall be required, at the point of entry of the vehicle into the territory of the other Contracting Party, to take out at the frontier a provisional civil liability insurance policy in accordance with the regulations of the country in question.

Article 12. DOMESTIC TRANSPORT

Vehicles registered in the territory of one of the Contracting Parties shall not be authorized to provide passenger or goods transport services between two points within the territory of the other Contracting Party.

Article 13. INSPECTION OF DOCUMENTS

Authorizations granted in accordance with the provisions of this Agreement shall be carried on board the vehicle and presented at the request of any duly authorized inspection officer in the territory of the other Contracting Party.

Article 14. OBSERVANCE OF NATIONAL REGULATIONS

A carrier who is recognized as such in the territory of one of the Contracting Parties shall be required, when exercising his professional activity in the territory of the other Contracting Party, to observe the laws and regulations governing transport operations and use of the highways in force in that territory.

Article 15. VIOLATION OF THE PROVISIONS OF THE AGREEMENT

1. Where a carrier of one of the Contracting Parties fails to observe the provisions of this Agreement in the territory of the other Contracting Party, the competent authority of the Contracting Party in whose territory the violation of the Agreement takes place may report it to the competent authority of the Contracting Party of the country of the carrier and request it to:

(a) Address a warning to the carrier in question;

(b) Address the aforementioned warning to the carrier and also to caution him that any subsequent violation will result in the provisional or definitive prohibition of vehicles belonging to or used by that carrier from entering the territory of the Contracting Party in which the violation has taken place; or

(c) Inform the carrier of such prohibition.

2. The provisions of this article shall not affect any legal sanctions that may be applicable by law or imposed by the competent sanctioning body of the Contracting Party whose laws and regulations have been violated.

Article 16. JOINT CONSIDERATION OF MATTERS ARISING FROM THE APPLICATION OF THE AGREEMENT

In order to ensure the implementation and smooth application of this Agreement, the competent authorities of the Contracting Parties shall maintain constant contact with each other, and their representatives shall meet, when necessary, in each country alternately. Issues drawn up by prior agreement which related to the implementation and application of this Agreement and which it has not been possible to resolve through direct contact between the competent authorities of the Contracting Parties shall be considered in the Joint Commission on Economic Cooperation between Spain and the Socialist Federal Republic of Yugoslavia.

Article 17. ENTRY INTO FORCE AND VALIDITY

1. The Contracting Parties shall notify each other through the diplomatic channel of the fulfilment of the legislative formalities required for the entry into force of this Agreement. It shall enter into force 30 days after the date of receipt of the last such notification.

2. This Agreement is concluded for a period of one year and shall be extended automatically from year to year unless it is denounced by one of the Contracting Parties three months before the expiry of the current calendar year.

DONE at Belgrade on 18 December 1985 in three original copies in the Spanish, Serbo-Croatian and French languages, all three texts being equally authentic; in the case of a divergence the French text shall prevail.

For the Government
of Spain:

[Signed]

JULIAN AYESTA PRENDES

For the Federal Executive Council
of the Assembly
of the Socialist Federal Republic
of Yugoslavia:

[Signed]

MUSTAFA PLJAKIĆ