

No. 27559

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

**Agreement on the international carriage of goods by road.
Signed at London on 10 March 1982**

Authentic texts: English, French and Arabic.

*Registered by United Kingdom of Great Britain and Northern Ireland on
20 September 1990.*

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

**Accord relatif aux transports internationaux de marchan-
dises par route. Signé à Londres le 10 mars 1982**

Textes authentiques : anglais, français et arabe.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 20 septembre 1990.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF THE TUNISIAN REPUBLIC ON
THE INTERNATIONAL CARRIAGE OF GOODS BY ROAD

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Tunisian Republic (hereinafter called “the Parties”);

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

Have agreed as follows:

ARTICLE 1

Scope

(1) The provisions of this Agreement shall apply to the international carriage of goods by means of vehicles owned or operated by carriers of either Party;

(a) between any point in the territory of one Party and any point in the territory of the other Party;

(b) in transit through the territory of that Party.

(2) Carriers of either Party shall not be authorised to operate between the territory of the other Party and the territory of a third country unless a special permit is granted by the competent authority of the other Party.

ARTICLE 2

Definitions

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 Tunisian Republic is authorised in accordance with the relevant national laws and regulations to engage in the international carriage of goods by road for hire or reward or on his own account, and reference to a carrier of a Party shall be construed accordingly;

(b) the term “goods vehicle” shall mean any mechanically propelled road vehicle which is:

(i) constructed or adapted for use and used on the roads for the carriage of goods;

¹ Came into force on 20 April 1989, i.e., the thirtieth day following the date of the last of the notifications (21 March 1989) by which the Parties had informed each other that the necessary measures had been taken, in accordance with article 11 (1).

- (ii) registered in the territory of one Party;
- (iii) temporarily imported into the territory of the other 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 one 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 “territory” shall mean in relation to the United Kingdom, England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man;
- (d) the term “competent authority” shall be defined in the Administrative Memorandum referred to in Article 10.

Article 3

Permits

- (1) Except as provided in Article 4 of this Agreement, a carrier of either Party shall require a permit in order to engage in any of the operations set out in Article 1 of the Agreement. In accordance with the provisions of Article 10 of the Agreement the competent authorities shall fix annual quotas of permits which shall be equal and reciprocal for each of the two Parties.
- (2) Permits shall be issued to carriers of each party by the competent authority of that Party.
- (3) A permit shall be used only by the carrier to whom it is issued and shall not be transferable.
- (4) Permits shall be valid for one journey (outward and return including transit).
- (5) The form or forms of permits and any other matters of administrative procedure concerning the implementation of the permit system shall be agreed between the competent authorities of the Parties in accordance with the provisions of Article 10 of the Agreement.
- (6) Each competent authority shall send the other on request an adequate supply of blank permits.
- (7) The competent authorities of the parties may agree to reciprocal exemption from permits or quotas in accordance with the provisions of Article 10 of the Agreement.

ARTICLE 4

Exemptions from Permits

Certain categories of international transport, to be agreed between the competent authorities of the Parties and listed in the Administrative Memorandum referred to in Article 10 of this Agreement, shall be exempt from the permit requirements set out in Article 3 of the Agreement. This list of exemptions may be extended or amended by the competent authorities of the two Parties in accordance with the provisions of Article 10 of the Agreement.

ARTICLE 5

Financial Arrangements

- (1) Subject to the provisions of paragraph (3) of this Article, vehicles which are registered in the territory of one Party and are temporarily imported into the territory of the other Party shall be exempt from the taxes and charges levied on the circulation and possession of vehicles and from taxes and charges levied on transport operations carried out in the territory of the other Party.
- (2) The exemptions referred to in paragraph (1) of this article shall be granted in the territory of each Party so long as the conditions laid down in the Customs regulation 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 taxes and charges included in the price of fuel or to tolls for the use of particular bridges, tunnels or ferries.
- (4) The fuel contained in the ordinary supply tanks of a vehicle shall be exempt from taxes and duties.
- (5) Spare parts temporarily imported into the territory of the other Party, intended for the breakdown service of vehicles operating within the framework of this Agreement shall be exempt from Customs duties and from other import charges and taxes in accordance with customs regulations. Replaced spare parts shall be re-exported or destroyed under the control of the competent customs authorities of the other Party.
- (6) Each party shall guarantee the other party the transfer of the balance between the income and expenditure arising from operations carried out under this Agreement in accordance with the regulations in force in each of the two countries.

ARTICLE 6

Compliance with National Laws

Except where otherwise provided in Agreements between the Parties, including this Agreement:

- (a) carriers and drivers of one Party and goods vehicles of that Party as defined in Article (2)(b) of the Agreement shall, when in the territory of the other Party, comply

with the laws and regulations in force in that territory concerning road transport and road traffic;

- (b) neither of the Parties shall impose on goods vehicles of the other Party requirements which are more restrictive than those applied by its national laws and regulations upon its own goods vehicles.

ARTICLE 7

Infringements

(1) In the event of any infringement of the provisions of this Agreement by a vehicle or driver of a carrier of one Party when in the territory of the other Party, the competent authority of the Party in whose territory the infringement occurred may (without prejudice to any lawful sanctions which the courts or enforcement authorities of that Party may apply) request the competent authority of the Party to:

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

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

ARTICLE 8

Production of Documents

Permits and any other documents required 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 Party to demand them.

ARTICLE 9

Exclusion of Cabotage

Nothing in this Agreement shall be held to permit a carrier authorised in the territory of one Party to pick up goods at a point in the territory of the other Party for setting down or delivery at any other point in that territory.

Article 10

Administrative Arrangements

(1) The competent authorities of the Parties shall jointly concert all administrative measures for giving effect to the provisions of this Agreement. These measures, which shall be recorded in an Administrative Memorandum, may be modified by agreement between

the competent authorities in particular so as to conform to the current needs of goods transport by road.

(2) At the request of either competent authority representatives of both shall meet as a Joint Committee to review the operation of the Agreement.

(3) The Joint Committee may by common agreement amend the Administrative Memorandum referred to in paragraph (1) of this Article.

ARTICLE 11

Entry into Force and Duration

(1) Each Party shall notify the other 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 Party giving six months' notice thereof in writing to the other Party.

In witness whereof, the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done in two originals at London this 10th day of March, 1982 in the English, French and Arabic languages, each text being equally authoritative.

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

CARRINGTON

For the Government
of the Tunisian Republic:

B. C. ESSEBSI
