

**No. 30601**

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**ESTONIA  
and  
SWEDEN**

**Agreement on international transport of passengers and  
goods by road (with additional protocol). Signed at  
Tallinn on 18 May 1992**

*Authentic texts: Estonian, Swedish and English.*

*Registered by Estonia on 10 December 1993.*

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**ESTONIE  
et  
SUÈDE**

**Accord relatif au transport routier international de voya-  
geurs et de marchandises (avec protocole additionnel).  
Signé à Tallinn le 18 mai 1992**

*Textes authentiques : estonien, suédois et anglais.*

*Enregistré par l'Estonie le 10 décembre 1993.*

**AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM  
OF SWEDEN AND THE GOVERNMENT OF THE REPUBLIC OF  
ESTONIA ON INTERNATIONAL TRANSPORT OF PASSENGERS  
AND GOODS BY ROAD**

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The Government of the Kingdom of Sweden and the Government of the Republic of Estonia desirous of promoting, in the interest of their economic relations, the development between the two countries of transport of passengers and goods by road, have agreed as follows:

**I. SCOPE**

**Article 1**

The provisions of this Agreement shall apply to the international carriage of passengers and goods by road for hire or reward or on own account between the territory of the Kingdom of Sweden and the territory of the Republic of Estonia and in transit through either country. The provisions also apply to the carriage of passengers and goods within the territory of a Contracting Party (cabotage) and between one of the Contracting Parties and a third country with vehicles registered in the other Contracting Party.

**II. DEFINITIONS**

**Article 2**

For the purpose of this Agreement:

1. the term "carrier" shall mean a natural or legal person, who is established in either of the Contracting Parties and legally admitted in the country of establishment to carry out international transport of passengers and goods by road for hire or reward or on own account in accordance with the relevant national laws and regulations;

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<sup>1</sup> Came into force on 30 July 1992, i.e., 30 days after the Contracting Parties had informed each other (on 25 and 30 June 1992) of the completion of their respective constitutional requirements, in accordance with article 16 (1).

2. the term "vehicle" shall mean a motor vehicle or a coupled combination of vehicles of which at least the motor vehicle is registered in either Contracting Party and which is used exclusively for the carriage of passengers and/or goods by road;

3. the term "passenger motor vehicle" shall mean any power driven vehicle having more than 9 seats, including the drivers seat;

4. the term "regular services" shall mean services which provide for the transport of passengers of specified frequency along routes, whereby passengers may be taken up or set down at predetermined stopping points.

### III. PASSENGER TRANSPORT

#### Article 3

All passenger transport operations for hire or reward or on own account by passenger motor vehicles to, from or within the two Contracting Parties or in transit through their territories are subject to the licensing regime except those specified in Article 6.

#### Article 4

1. Regular services between the two countries or in transit through their territories shall be approved jointly by the competent authorities of the Contracting Parties.

2. Each competent authority shall issue an authorisation for the portion of the itinerary which is performed in its territory.

3. The competent authorities shall jointly determine the conditions of the authorisation, namely its duration, the frequency of the transport operations, the time tables and the scale of tariffs to be applied, as well as any other detail necessary for the smooth and efficient operation of the regular service.

4. The application for an authorisation shall be addressed to the competent authority of the country of registration of the vehicle, which has the right to accept it or not. In case the application does not

raise objection, this competent authority shall communicate it to the competent authority of the other Contracting Party.

5. The application shall be furnished with documents containing the necessary details (proposed time tables, tariffs and route, period during which the service is to be operated during the year and the date on which the service is intended to begin). The competent authorities may require such details as they deem appropriate.

#### **Article 5**

Any non-regular service, not covered by Article 6, is subject to licensing. Applications for licences shall be submitted to the competent authority of the Contracting Party in whose territory the carrier is established, which transmits these applications to the competent authority of the other Contracting Party with its remarks.

#### **Article 6**

No licence shall be required when the same persons are carried by the same vehicle either:

- a) on a round trip beginning and intended to end in the country of registration of the vehicle, or
- b) on a journey starting at a place in the country of registration of the vehicle and ending at a destination in the territory of the other Contracting Party, provided that, save where otherwise authorized, the vehicle returns empty to the country of registration, or
- c) on a transit service of occasional character.

### **IV. GOODS TRANSPORT**

#### **Article 7**

Carriers of one Contracting Party, who in accordance with their national legislation have the right to perform international transport of goods, may perform such transport between the territories of the two Contracting Parties and in transit across these territories.

**Article 8**

A carrier domiciled in the territory of a Contracting Party shall not undertake the transport of goods between two points in the territory of the other Contracting Party, unless a licence for that purpose is granted by the competent authority of that other Contracting Party.

**V. GENERAL PROVISIONS****Article 9**

The undertaking of a transport operation by a carrier of one of the two Contracting Parties from the territory of the other to any third country or vice-versa is prohibited, unless a licence for that purpose is granted by the competent authority of that other Contracting Party.

**Article 10**

1. As regards the weights and dimensions of the vehicles, each Contracting Party undertakes not to impose on vehicles registered in the territory of the other Contracting Party conditions which are more restrictive than those imposed on vehicles registered within its own territory.
2. Weight and dimensions of a vehicle must be in accordance with the official registration of the vehicle.
3. Carriers of either of the Contracting Parties shall be bound to comply with the laws and regulations of the other Contracting Party as regards weights and dimensions of vehicles on entering the territory of that Contracting Party.
4. A special licence is required if the weight and/or dimensions of a vehicle registered in either Contracting Party exceed the permissible maximum weight and/or dimensions in the territory of the other Contracting Party. The carrier has to obtain such a licence from the competent authority of that Contracting Party before entering its territory.

**Article 11**

1. Vehicles of one Contracting Party carrying out transport in accordance with this Agreement in the territory of the other Contracting Party shall be exempted from all taxes, fees and other charges levied on the circulation and possession of vehicles in that territory.

2. The exemptions under this article shall not apply to road tolls and value added taxes nor to customs and excise duties on fuel consumption of motor vehicles, except the fuel being in the normal fuel-tanks of the entering vehicles.

**Article 12**

Carriers and the crews of their vehicles must, when operating in the territory of the other Contracting Party, comply with the laws and regulations in force in that country.

**Article 13**

If a carrier of one Contracting Party, when in the territory of the other Contracting Party, infringes any provision of this Agreement, the competent authority of the Contracting Party in whose territory the infringement occurred shall, without prejudice to any lawful sanction applicable in its own territory, notify the other Contracting Party, which will take such steps as are provided for by its national legislation. The competent authorities of the Contracting Parties will inform each other of the sanctions that have been imposed.

**Article 14**

1. The competent authorities of the two Contracting Parties shall regulate all questions regarding the implementation and the application of this Agreement.

2. For this purpose a Joint Committee is hereby established.

3. The Joint Committee shall meet at the request of either Contracting Party and shall comprise representatives of the competent authorities and of the road transport industry of both countries.

4. The Contracting Parties have agreed on the provisions for the application of this Agreement in an Additional Protocol.

#### Article 15

Any modification of the present Agreement approved by the Contracting Parties shall come into force on the date on which the Contracting Parties have informed each other in writing of the completion of their respective constitutional requirements. Any modification of the Additional Protocol shall be agreed upon in writing between the competent authorities of either country and shall enter into force on a date to be determined by the said authorities.

#### Article 16

1. This Agreement shall enter into force thirty days after the Contracting Parties have informed each other in writing of the completion of their respective constitutional requirements necessary to give effect to the Agreement.

2. The Agreement shall remain in force unless one of the Contracting Parties gives the other Contracting Party six months written notice of its intention to terminate it.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

DONE in duplicate at Tallinn on 18 May 1992 in the English, Swedish and Estonian language, all texts being equally authentic.

For the Government  
of the Kingdom of Sweden:

 <sup>1</sup>

For the Government  
of the Republic of Estonia:

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<sup>1</sup> M. Odell.

<sup>2</sup> E. Sarap.

ADDITIONAL PROTOCOL TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE KINGDOM OF SWEDEN AND THE GOVERNMENT OF THE REPUBLIC OF ESTONIA ON INTERNATIONAL TRANSPORT OF PASSENGERS AND GOODS BY ROAD

1. For the purpose of this Agreement the competent authorities are

for the Swedish side

a) according to Article 4

National Road Safety Office  
S-781 86 BORLÄNGE

b) according to Articles 5, 8 and 9

National Board of Customs  
Traffic Division  
Box 2267  
S-103 17 STOCKHOLM

c) according to Article 10

National Road Administration  
Section for Heavy Traffic  
S-781 87 BORLÄNGE

d) according to Articles 13, 14 and 15

Ministry of Transport and Communications  
S-103 33 STOCKHOLM

for the Estonian side

a) according to Articles 4, 5, 8, 9, 13, 14 and 15

Ministry of Transport and Communications  
EE 0100 TALLINN  
Viru Street 9

b) according to Article 10

Estonian Road Administration  
EE 0001 TALLINN  
Pärnu Road 24



2. In relation to Article 11 the Contracting Parties have agreed that

a) the term "taxes, fees and other charges levied on the circulation or the possession of vehicles" shall include

-with regard to Sweden, the vehicle tax (fordonsskatt)

b) the term "excise duties on fuel consumption of motor vehicles" shall include

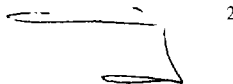
-with regard to Sweden, the kilometer tax (kilometer-skatt)

Done in Tallinn..... on .18..May.1992.....

For the Government  
of Sweden:

A handwritten signature in black ink, appearing to be 'M. Odell', followed by a small superscripted number '1'.

For the Government  
of Estonia:

A handwritten signature in black ink, appearing to be 'E. Sarap', followed by a small superscripted number '2'.

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<sup>1</sup> M. Odell.

<sup>2</sup> E. Sarap.