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**Latvia
and
Bosnia and Herzegovina**

Agreement between the Government of the Republic of Latvia and the Council of Ministers of Bosnia and Herzegovina on international transport by road. Leipzig, 22 May 2013

Entry into force: *21 March 2014, in accordance with article 15*

Authentic texts: *Bosnian, Croatian, English, Latvian and Serbian*

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**Lettonie
et
Bosnie-Herzégovine**

Accord entre le Gouvernement de la République de Lettonie et le Conseil des Ministres de la Bosnie-Herzégovine relatif au transport routier international. Leipzig, 22 mai 2013

Entrée en vigueur : *21 mars 2014, conformément à l'article 15*

Textes authentiques : *bosniaque, croate, anglais, letton et serbe*

Enregistrement auprès du Secrétariat des Nations Unies : *Lettonie, 8 septembre 2015*

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AGREEMENT

between the Government of the Republic of Latvia and the Council of Ministers of Bosnia and Herzegovina on international transport by road

The Government of the Republic of Latvia and the Council of Ministers of Bosnia and Herzegovina (hereinafter called “the Contracting Parties”) desiring to promote transport of passengers and goods by vehicles between and in transit through the territories of both countries, have agreed as follows:

I GENERAL PROVISIONS

Article 1 Definitions

1. The term “home country” means the territory of a Contracting Party in which a vehicle is registered.
2. The term “host country” means the territory of a Contracting Party in which a vehicle is being used in transport operations but other than the vehicle’s country of registration.
3. The term “carrier” means a physical or legal person who is authorized in accordance with the respective national laws and regulations of the Contracting Parties to perform international transport of passengers or goods by road.
4. The term “vehicle” means
 - a) in the carriage of passengers – any power driven road vehicle which is adapted for carriage of passengers, has more than nine seats, including the driver’s seat, and is registered in the territory of one of the Contracting Parties,
 - b) in the carriage of goods - any power driven road vehicle which is registered in the territory of either Contracting Party and adapted and normally used for goods transport. For the purposes of this Agreement the term “vehicle” also applies to any trailer or semitrailer, coupled to any vehicle disregarding the place of registration of trailer or semitrailer as well as to any combination of road vehicles.

II PASSENGER TRANSPORT

Article 5

Regular services

1. Regular services operated between the territories of the Contracting Parties or in transit through them shall be approved jointly by their competent authority in advance. These regular services shall be established on reciprocity basis. Competent authority of the each Contracting Party shall issue the permits for the section of the itinerary operated in its territory.

2. Carriers must address applications for authorizations for regular services to the competent authority of their home country. If that competent authority approves the application, it forwards the said application to the competent authority of the host country along with a recommendation.

3. The authorization shall be used only by the carrier to whom it is issued and shall not be transferable. The authorization must be kept in the vehicle during the whole journey and must be produced at the request of any authorized control officials.

Article 6

Occasional and shuttle services

Occasional and shuttle services are defined and shall be performed in accordance with the provisions of the Agreement on the International Occasional Carriage of Passengers by Coach and Bus (Interbus Agreement).

III GOODS TRANSPORT

Article 7

Regime of permits

1. Carriers shall perform goods transport between the territories of the Contracting Parties, as well as to/from third countries, on the basis of permits granted by the competent authorities of the Contracting Parties. The transit transport of goods through the territory of the Host country shall be carried out without permits. The Joint Committee may agree on another regime of transport performance.

2. The permit shall be used only by the carrier to whom it is issued and shall not be transferable. The permit must be kept in the vehicle during the whole journey and must be produced at the request of any authorized control officials.

3. The competent authorities of both Contracting Parties shall annually exchange a jointly approved number of permits for goods transport.

Article 8 **Exemptions from permit requirements**

1. The following categories of transport shall be exempted from permit requirements:

- a) transport by vehicles whose Total Permissible Laden Weight (TPLW), including trailers, does not exceed 6 tonnes, or when the permitted payload, including trailers, does not exceed 3,5 tonnes;
- b) transport on an occasional basis, to or from airports, in cases where services are diverted;
- c) transport of vehicles which are damaged or have broken down and the transport of breakdown repair vehicles;
- d) unladen runs by a vehicle sent to replace a vehicle which has broken down in another country, and also the return run, after repair, of the vehicle that had broken down;
- e) transport of medical supplies and equipment needed for emergencies, more particularly in response to natural disasters and humanitarian aid;
- f) transport of works and objects of art for fairs and exhibitions for non-commercial purposes;
- g) transport for non-commercial purposes of properties, accessories and animals to or from theatrical, musical, film, sports or circus performances, fair or fetes, and those intended for radio recordings, or for film or television production;
- h) funeral transport;
- i) mail transports as public service;
- j) first unladen run of newly purchased vehicles;
- k) transport of household removal goods.

2. The Joint Committee is entitled to amend the list of transport categories exempted from the permit requirements set out in paragraph 1 of the present Article, and to agree upon documents to be carried on the board when performing the above mentioned transports.

IV OTHER PROVISIONS

Article 9 Cabotage

Cabotage is prohibited, unless a special permit of the competent authority of the host country has been granted.

Article 10 Infringements

1. In the event that a carrier or the staff on board of a vehicle registered in one Contracting Party have not observed the legislation in force on the territory of the host country, or the provisions of this Agreement or the conditions mentioned in the permit, the competent authority of the home country could, at the demand of the competent authority of the host country, take the following measures:

- a) to issue a warning for the carrier who committed the infringement;
- b) to cancel or withdraw temporarily the permits allowing the carrier to perform transports in the territory of the Contracting Party where the infringement was committed.

2. The competent authority, which has adopted such a measure, shall notify the competent authority of the host country, which had proposed it.

3. The provisions of this Article shall not exclude the lawful sanctions which may be applied by the courts or administration authorities of the country where the infringement was committed.

4. The competent authorities of the Contracting Parties shall notify each other about taken measures.

Article 11 Taxation

1. The vehicles which are temporarily imported, during transport of passengers or goods under the present Agreement, into the territory of the host country in accordance with the customs and fiscal legislation in force in that territory on temporary basis shall be exempted from all the duties regarding vehicle ownership.

2. Lubricants and fuel contained in the standard tanks of the vehicles, as well as spare parts intended for the repair service of a damaged vehicle performing international transport, shall be exempted from all the import duties in the territory of the host country. Non-used spare parts as well as replaced old parts shall be exported or treated in accordance with customs regulations of the Host country.

3. When performing transport operations under this Agreement, the crew members are allowed to import temporarily duty-free and without requiring import license the reasonable quantity of personal effects, depending on the duration of their stay in the territory of the Host country.

When performing transport operations under this Agreement vehicles registered in the territory of one Contracting Party, shall be exempted, according to the reciprocity principle, from the taxes and charges levied on the circulation or possession of vehicles and from taxes and charges levied on transport operations carried out in the territory of the Host country. However, this exemption shall not apply to the payment of road tolls, road user charges or other similar charges which are not other or more burdensome than road tolls, road user charges or other similar charges and connected requirements to which the carriers of the Host country may be subjected.

Article 12 Carriage of Dangerous or Perishable Goods

Vehicles carrying dangerous or perishable goods must be fitted out and equipped in accordance with the requirements of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) and Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to Be Used for Such Carriage (ATP).

Article 13 Weights and dimensions

1. With respect to the weights and dimensions of vehicles, each Contracting Party undertakes not to impose on vehicles registered in the territory of the other Contracting Party conditions which are more restricted than those imposed on vehicles registered within its own territory.

2. If weights and dimensions of the vehicle with or without load used in transport operations exceed the maximum permissible limits being in force in the territory of the host country, a special permit issued by the competent authority of that country is needed.

The carrier should fully comply with the requirements specified in such permit.

Article 14
International obligations

The provisions of this Agreement shall not affect the rights or obligations of the two Contracting Parties contained in International Conventions, Agreements and Regulations which apply to them.

V FINAL PROVISIONS

Article 15
Entry into force and duration

1. The Agreement shall come into force on the thirtieth day of the receipt of the last diplomatic Note by which the Contracting Parties notify each other that their respective constitutional requirements have been fulfilled.

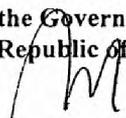
2. The Contracting Parties, on the base of mutual agreement, can make changes and supplements to this Agreement, which will be legalised by separate Protocols. These Protocols become an integral part of this Agreement and will enter into force according to the paragraph 1 of the Article 15 of this Agreement.

3. In case any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall endeavour to settle it by negotiation.

4. This Agreement shall remain in force unless it is terminated through diplomatic channels by one of the Contracting Parties. In that case, the termination of the Agreement shall take effect six months after the other Contracting Party has been notified about it.

Done in two originals at LEIPZIG, on 22. MAY 2013, each in the Latvian, Bosnian, Serbian, Croatian and English languages, each text being equally authentic. In case of divergence of interpretation, the English text shall prevail.

**For the Government of
the Republic of Latvia**



**For the Council of Ministers
of Bosnia and Herzegovina**

