



Kazakhstan No. 1 (2019)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Kazakhstan on International Road Transport

London, 22 November 2006

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
January 2019*



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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT
OF THE REPUBLIC OF KAZAKHSTAN ON INTERNATIONAL ROAD
TRANSPORT**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Kazakhstan, hereinafter referred to as the "Contracting Parties",

Desiring to regulate and develop the international carriage of passengers and goods by road,

Have agreed as follows:

SCOPE AND DEFINITIONS

ARTICLE 1

Scope

1. This Agreement shall govern, in accordance with the national laws of the Contracting Parties, the international carriage of passengers and goods by road between the Republic of Kazakhstan and the United Kingdom of Great Britain and Northern Ireland.
2. This Agreement shall not affect the rights and the obligations of the Contracting Parties arising under other international agreements to which they are party.

ARTICLE 2

Definitions

1. The term "carrier" shall mean any physical or legal person, registered in the territory of one of the Contracting Parties and authorised in that state in accordance with the relevant national laws and regulations to engage in the international carriage of passengers and goods for hire or reward or on his own account.
2. The term "passenger vehicle" shall mean any mechanically propelled road vehicle which by its construction and design is suitable and intended for the carriage of passengers by road and which has more than nine seats including that of the driver.
3. The term "goods vehicle" shall mean any mechanically propelled road vehicle, which according to its construction and design is suitable and intended for the carriage of goods by road.

4. The term “territory”:

in relation to the Republic of Kazakhstan shall mean the territory of the Republic of Kazakhstan;

in relation to the United Kingdom of Great Britain and Northern Ireland shall mean England, Wales, Scotland and Northern Ireland.

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

- for the Government of the Republic of Kazakhstan – the Ministry of Transport and Communications;
- for the Government of the United Kingdom of Great Britain and Northern Ireland – as respects England, Wales and Scotland – the Department for Transport; and as respects Northern Ireland – the Department of the Environment in Northern Ireland.

CARRIAGE OF PASSENGERS

ARTICLE 3

Authorisations and Exemptions

1. Authorisations to operate scheduled services in passenger vehicles shall be issued by mutual agreement by the competent authorities of the Contracting Parties. The competent authority of each Contracting Party shall issue an authorisation in respect of that section of the route which crosses its territory. An authorisation shall be issued for one calendar year.

2. Any changes to the specified route according to pre-determined and published timetables, fare tariffs and conditions of carriage, including pre-determined stopping points, where passengers may board and alight from the passenger vehicle, shall be authorised through agreement between the competent authorities of the Contracting Parties.

3. The following services shall be exempted from the requirement for authorisation referred to in paragraph (1) of this Article:

- a) “closed-door tours”: that is, services whereby the same vehicle is used to carry the same group of passengers throughout the journey and to bring them back to the place of departure;
- b) “inward services”: that is, services on which a group of passengers is brought into the territory of the other Contracting Party for a temporary stay and the passenger vehicle leaves that territory empty or on a service covered by c) of this paragraph;

- c) “outward services”: that is, services on which a passenger vehicle is used to enter the territory of the other Contracting Party empty or on a service covered by b) of this paragraph and carries to the territory in which the carrier is authorised a group of passengers each of whom:
- has been carried to the territory of the other Contracting Party by the carrier;
 - before being so carried, had concluded a contract for both journeys in the territory of the Contracting Party in which the carrier is authorised.
- d) the transit of the territory of the other Contracting Party by an empty passenger vehicle in the course of a journey to or from a third country;
- e) the replacement of a passenger vehicle which has become unserviceable by a serviceable one.

CARRIAGE OF GOODS

ARTICLE 4

Permits

1. Permits shall be issued to carriers of each Contracting Party by the competent authority of that Contracting Party to enable the carriage of goods between the Contracting Parties, on or in transit through their territories, as well as for carriage to any point in the territory of a third country, which is carried out by road vehicles with/without trailers or tractors with semi-trailers.
2. A permit shall only be used by the carrier to whom it is issued and shall not be transferable.
3. The form or forms of the permits and any other matters of administrative procedure concerning the implementation of the permits system shall be agreed by the Joint Committee provided for in Article 12 of this Agreement.
4. The competent authorities of one Contracting Party shall, on request send the other an adequate supply of blank permits for the carriage of goods. The blank permits shall bear the stamp and signature of the competent authority which has issued them.
5. The competent authorities may agree to reciprocal exemption from permits or quotas in accordance with the provisions of Article 5 of this Agreement.

ARTICLE 5

Exemptions from Permits

1. The permit referred to in Article 4 of this agreement shall not be required for the carriage of the following:

- a) items or materials intended solely for purposes of publicity, education, fairs or exhibitions;
- b) equipment and properties for theatrical, musical, cinematographic, sporting or religious events, or for the recording of radio broadcasts, cinematographic or television films;
- c) animals for circuses and sporting events;
- d) carriage of vehicles that have suffered damage or breakdown;
- e) corpses, urns containing human ashes;
- f) carriage of goods in road vehicles the permissible laden weight of which, including that of trailers, does not exceed 6 metric tonnes, or the permissible payload of which, including trailers, does not exceed 3.5 metric tones;
- g) medicines, medical equipment and supplies, and other items intended to provide emergency aid (especially in the event of natural disasters);
- h) postal deliveries;
- i) humanitarian goods.

2. The exemptions provided for in subparagraphs a), b) and c) of paragraph 1 of this Article shall apply only where the items referred to therein are on a return journey or are subsequently transported to a third country.

3. A permit shall not be required in order to deliver new road vehicles from the factory which made them if they are bound for business in either one of the Contracting Parties.

4. The Joint Committee may exempt further types of carriage from the requirement to obtain a permit.

ARTICLE 6

Special Permits

1. The Carriage of goods by road vehicles, the permissible maximum weight, axle weight or dimensions of which exceed the limits entered in the registration documents or in force in the host country, may be undertaken, subject to a special permit, applied for in advance, being issued by the competent authority of the Contracting Party.
2. In the case of carriage of dangerous goods on the territory of one Contracting Party by road vehicles registered in the territory of the other Contracting Party, a special permit issued by the competent authority of the Contracting Party where the carriage is taking place, may be required.

GENERAL PROVISIONS

ARTICLE 7

Taxation

1. Goods vehicles and passenger vehicles which are registered in the territory of one Contracting Party and are temporarily imported into the territory of the other Contracting Party shall be exempt from the taxes and charges levied on the road use or possession of vehicles and from taxes and charges levied on transport operations carried out in the territory of the other Contracting Party.
2. The exemption 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 national laws 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 exemption referred to in paragraph (1) of this Article shall not apply to taxes and charges included in the price of fuel or to tolls or charges for the use of particular bridges, tunnels, ferries, road, sections of road or classes of road.
4. The following, imported to the territory of one Contracting Party, shall be exempted from payment of duties, charges for customs formalities and taxes, levied on import:
 - 1) fuel contained in the main or standard supply tank of a vehicle, technically and constructively connected to the engine fuel system;
 - 2) lubricants and fluids on board the road vehicle in sufficient quantities for the normal operation and maintenance during carriage;
 - 3) spare parts and tools, intended for the breakdown service of vehicles operating within the framework of this Agreement. Unused spare parts shall be re-exported, and replaced spare parts shall be re-exported or destroyed, or

shall be treated according to the rules established in the territory of the respective Contracting Party.

ARTICLE 8

Exclusion of Cabotage

“Cabotage”, the carriage of passengers or goods carried out by a carrier of one Contracting Party between any two points within the territory of the other Contracting Party, is prohibited.

ARTICLE 9

Compliance with National Laws

1. Drivers and crews of road vehicles undertaking the carriage of passengers and goods as defined in this Agreement shall, when in the territory of the other Contracting Party, comply with the national laws and regulations in force in that territory concerning road transport and road traffic.

2. Neither of the Contracting Parties shall impose on passenger or goods vehicles of the other Contracting Party requirements which are more restrictive than those applied by its national laws and regulations upon its own vehicles.

ARTICLE 10

Infringements

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

- a) issue a warning to the carrier in question;
- b) issue such a warning together with a notification that subsequent infringement will lead to a temporary, partial or permanent exclusion of vehicles owned or operated by the carrier from the territory of the Contracting Party in which the infringement occurred; or
- c) issue a notice of such exclusion.

2. The competent authorities shall, as soon as possible, inform each other of any action taken in accordance with the provisions of paragraph (1) of this Article.

ARTICLE 11

Production of Documents

Permits and any other documents required in accordance with the provisions of this Agreement shall be carried on the passenger and goods vehicles to which they relate and be produced on demand to any person who is authorised in the territory of either Contracting Party to demand them.

FINAL PROVISIONS

ARTICLE 12

Joint Committee

The Joint Committee shall be established by the competent authorities of the Contracting Parties to review the operation of the Agreement and to address issues arising in the course of its implementation.

ARTICLE 13

Amendments and additions

Any amendments and additions to this Agreement, which have been mutually agreed by the Contracting Parties shall form an integral part of this Agreement.

ARTICLE 14

Entry into Force, Duration and Termination

1. This Agreement is concluded for an indefinite period and shall enter into force 30 (thirty) days after the receipt through the diplomatic channel of the last written notification that the Contracting Parties have complied with their internal procedures required for it to enter into force.

2. The Agreement shall cease to be in force six months after the date on which one Contracting Party receives written notification of termination from the other Contracting Party.

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

Done in duplicate at London on the twenty-second day of November 2006 in the English, Kazakh and Russian languages, all three texts being equally authoritative.

In the event of differences arising in the interpretation of this Agreement, the Contracting Parties shall be guided by the English text.

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

GEOFFREY HOON

**For the Government of the Republic
of Kazakhstan:**

TOKAEV

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