



Montenegro No.2 (2019)

# Agreement

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

London, 3 September 2019

[The Agreement is not in force]

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



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

The Government of the United Kingdom of Great Britain and Northern Ireland, and the Government of Montenegro hereinafter referred to as the “Contracting Parties”,

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

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 United Kingdom of Great Britain and Northern Ireland and Montenegro.
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. Carriers must possess a valid operator’s licence issued in the country of registration.
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; and is registered in the territory of one of the Contracting Party and is owned or operated by or on behalf of a carrier authorised in that territory to carry passengers; and is temporarily imported into the territory of the other Contracting Party for the purpose of the international carriage of passengers to, from or in transit through that territory;

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”:

- a) in relation to the Montenegro shall mean the territory of the Montenegro;
- b) in relation to the United Kingdom of Great Britain and Northern Ireland shall mean England, Wales, Scotland and Northern Ireland; and includes Gibraltar for whose international relations the United Kingdom of Great Britain and Northern Ireland is responsible.

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

- a) For the Government of Montenegro – the Ministry of transport and maritime affairs;
- b) For the Government of the United Kingdom of Great Britain and Northern Ireland, and Gibraltar – as respects England, Wales and Scotland - the Department for Transport; as respects Northern Ireland - the Department of the Infrastructure in Northern Ireland; and as respects Gibraltar – the Driver and Vehicle Licensing Department.

## **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 on five years validity.

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:
  - d) has been carried to the territory of the other Contracting Party by the carrier;
  - e) before being so carried, had concluded a contract for both journeys in the territory of the Contracting Party in which the carrier is authorised;
- f) "shuttle services": that is, services whereby, by means of repeated outward and return journeys, previously formed groups of passengers are carried from a single place of departure to a single destination. Each group of passengers who have made the outward journey together shall subsequently be carried back to the place of departure together. Passengers shall not be taken up or set down during the journey. The first return journey and the last outward journey shall be made unladen;
- g) 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;
- h) the replacement of a passenger vehicle which has become unserviceable by a serviceable one.

## **Carriage of Goods**

### ARTICLE 4

#### **Authorised Carriage of Goods**

Subject to Article 5 of this Agreement, a carrier authorised in the territory of one Contracting Party shall be permitted, without being required to obtain a permit, licence or other authorisation for that purpose in accordance with the laws of the other Contracting Party, to import an empty or laden goods vehicle temporarily into the territory of the other Contracting Party for the purpose of the carriage of goods, including return loads:

- (a) between any point in the territory of one Contracting Party and any point in the territory of the other Contracting Party;
- (b) in transit across the territory of the other Contracting Party; and
- (c) between any point in the territory of the other Contracting Party, and any point in the territory of a third country.

### ARTICLE 5

#### **Special Permits**

Each Contracting Party may require a special permit for the use in its territory of any vehicle which by reason of its weight or dimensions or those of its load may not otherwise lawfully be used on roads in the territory of that Contracting Party.

## **General Provisions**

### ARTICLE 6

#### **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. In particular, Montenegrin vehicles entering the UK must pay the Heavy Goods Vehicle Road User Levy in accordance with the HGV Road User Levy Act 2013, or any successor or replacement tax at the appropriate rate.

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:

- a) fuel contained in the main or standard supply tank of a vehicle, technically and constructively connected to the engine fuel system;
- b) lubricants and fluids on board the road vehicle in sufficient quantities for the normal operation and maintenance during carriage;
- c) 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 7

### **Exclusion of Cabotage**

A carrier authorised in the territory of the country of one Contracting Party is not permitted without a special permit to pick up passengers or goods at a point in the territory of the country of the other Contracting Party for setting down or delivery at any point in that territory. This special permit shall be issued at the discretion of the other Contracting Party on receipt of an application by the carrier, forwarded by the competent authority of the country of the carrier.

## ARTICLE 8

### **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 9

### **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 10

### **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 11

#### **Joint Committee**

1. For the purposes of reviewing the operation of the Agreement, establishing procedures regulating other transport activities and settling problems which may arise from the implementation of this Agreement, a Joint Committee, composed of representatives of the competent authorities of the Contracting Parties, is established.
2. The Joint Committee shall meet when required at the request of one of the Contracting Parties alternately in the territory of one of the Contracting Parties.

### ARTICLE 12

#### **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 and shall enter into force in accordance with procedures provided in Article 14 Paragraph 1 of this Agreement.

### ARTICLE 13

#### **Extension of the Agreement**

This Agreement may be extended to the territories of Guernsey, Jersey and the Isle of Man by an exchange of notes between Montenegro and the United Kingdom of Great Britain and Northern Ireland.

In the event that this Agreement is extended to the territories of Guernsey, Jersey and the Isle of Man it shall apply from 30 (thirty) days from the date of receipt of the diplomatic note.

### ARTICLE 14

#### **Entry into Force, Duration and Termination of this Agreement**

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. Any Contracting Party may terminate this Agreement giving a written notice of termination to the other Contracting Party. In that case this Agreement shall terminate six months after the date of receipt of the notice of termination by the other Contracting Party.

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

Done at London on 3 September , 2019, in duplicate in the English and Montenegrin languages, both texts being equally authoritative.

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

**For the Government of Montenegro:**

**VERE OF NORBITON**

**OSMAN NURKOVIĆ**

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