



Belarus No. 1 (2019)

Agreement

between the Government of the United Kingdom of Great Britain and
Northern Ireland and the Government of the Republic of Belarus
concerning International Motor Vehicle Carriage

Minsk, 18 March 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
April 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 BELARUS CONCERNING
INTERNATIONAL MOTOR VEHICLE CARRIAGE**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Belarus hereinafter referred to as Parties to the Agreement, committed to be instrumental to international carriage of passengers and cargo by motor vehicles between the two states and in transit through their territories, based on the principles of reciprocity and mutual interest, have agreed on the following:

PART I. PRIMARY PROVISIONS

ARTICLE 1

Scope of Application

Provisions of this Agreement shall apply to international motor road carriage of passengers and goods and shall confer to the carriers registered within the territory of one of the Parties to the Agreement the right to carry out motor road transportation of passengers and goods between the territories of the states represented by the Parties to the Agreement, in transit through their territories, as well as from (on) the territory of the Contracting Party to the Agreement to (from) third states.

ARTICLE 2

Terms and Definitions

For the purpose of this Agreement:

- 1) the terms "the territory of a Contracting Party to the Agreement ", "the territory of the Party to the Agreement", "the carrier of the Party to the Agreement" shall mean the territory, the relevant authority and the carrier of the Republic of Belarus and the territory, the relevant authority and the carrier of the United Kingdom of Great Britain and Northern Ireland; the term "territory" with regard to the United Kingdom of Great Britain and Northern Ireland shall mean England, Wales, Scotland and Northern Ireland.
- 2) the term " carrier" shall mean any individual (individual entrepreneur) or legal entity that is registered within the territory of one of the Contracting Parties to the Agreement and has the right to perform international carriage of passengers and goods by road for hire, or for reward or on their own account in accordance with the national laws and regulations of the states represented by the Contracting Parties to the Agreement;

3) the term "passenger vehicle" shall mean any mechanically propelled road vehicle (other than a tramcar) which:

- (a) constructed or adapted for use and potential use on the roads for the carriage of passengers;
- (b) is adapted to carry more than 9 seats including the driver for use on the roads for the carriage of passengers;
- (c) is registered in the territory of one of the Contracting Parties to the Agreement and is also owned by the carrier or is used by the carrier or on behalf of the carrier that has the right to perform the transportation of passengers within this territory;
- (d) has entered the territory of the other Contracting Party to the Agreement temporarily with the purpose of performing international carriage of passengers to this territory, from this territory or in transit through this territory;

4) the term "goods vehicle" shall mean any mechanically propelled road vehicle which is:

- (a) constructed or adapted for use and potential use on the roads for the carriage of goods;
- (b) registered in the territory of one of the Contracting Parties to the Agreement; and
- (c) has entered the territory of the other Contracting Party to the Agreement temporarily with the purpose of performing international carriage of goods for their delivery to any point within this territory or their acceptance at any point within this territory or for their carriage in transit through this territory.

This term shall also mean any trailer or semi-trailer which complies with the provisions described in sub-paragraphs "a" and "c" of this paragraph and is used by the carrier of one of the Contracting Parties to the Agreement.

For the purposes of this Agreement, in the circumstances where (a) and (b) of this paragraph are delivered, the combination of the trailer or the semi-trailer and the hauling unit shall be regarded as a single vehicle;

5) the term "cabotage" shall mean the carriage of passengers or cargo performed by the carrier registered within the territory of one of the states represented by a Contracting Party to the Agreement between two points situated within the territory of the state represented by the other Contracting Party to the Agreement;

6) the term "transit" shall mean carriage performed by a carrier registered within the territory of one of the states represented by a Contracting Party to the Agreement through the territory of the state represented by the other Contracting Party to the Agreement without picking up or dropping off passengers or loading or unloading cargo;

7) the term "carriage to (from) a third country" shall mean carriage performed by the carrier registered within the territory of the state represented by one of the Contracting Parties to the Agreement between the territories of state represented by the other Contracting Party to the Agreement and a third country providing that the territory of the state represented by the other Contracting Party to the Agreement is either the point of unloading or the point of loading;

8) the term "permit" shall mean a document granting the right of performing carriage of passengers or cargo between the territories of the states represented the Contracting Parties to the Agreement (bilateral carriages), in transit through their territories (transit carriages), as well as carriages to (from) third countries.

PART II. PASSENGER TRANSPORT

ARTICLE 3

Conditions to Perform Carriage

Transport carriers of the Contracting Parties to the Agreement are authorised to perform carriage by passenger vehicles registered within the country of registration of the carrier and designed to carry more than 9 seats including the driver between the territories of the Contracting Parties to the Agreement or in transit through the territory of one of the Contracting Parties to the Agreement in compliance with the conditions described in this Agreement.

ARTICLE 4

Permits and Exclusions

1. Carriage of passengers in passenger vehicles operated by a carrier registered within the territory of one of the Contracting Parties to the Agreement to any point or from any point situated within the territory of the other Contracting Party to the Agreement or in transit through this territory, excluding services described in Paragraph 2 of this Article, requires that a permit should be obtained from an authorised body of this Party to the Agreement.

2. The following types of carriage shall be performed without seeking permits indicated in Paragraph 1 of this article:

- (a) "a closed-door tour" - a type of service during which one and the same passenger vehicle transports one and the same group of passengers throughout the whole round of the tour and delivers the members of the group back to the point of departure;
- (b) "to the destination point with passengers" - a type of service during which a group of passengers is transported to the territory of the other Contracting Party to the Agreement for a temporary stay while the passenger vehicle returns from this territory without passengers or performs service described in paragraph 2(c) of this Article;
- (c) "to destination point without passengers" - a type of service during which the passenger vehicle enters the territory of the other Contracting Party to the Agreement without passengers or provides the service described paragraph 2(b) of this Article, and on the way back transports to the territory where the carrier is registered a group of passengers each of whom:
 - was delivered by the carrier to the territory of the other Contracting Party to the Agreement,
 - prior to be delivered in such a manner signed a contract on both tours through the territory of the Contracting Party to the Agreement where the carrier is registered;
- (d) a "shuttle service" – a type of service where, during repeat tours to the destination point and back, pre-arranged groups of passengers are transported from one departure point to one destination point while adhering to the following conditions:
 - each group of passengers which made a journey to the destination point shall be transported back to the point of departure during the course of further journey;
 - passengers shall not be set on or set off en route;
 - the first tour back and the last tour to the destination point is performed without passengers;
- (e) transit of the empty passenger vehicle through the territory of the other Contracting Party of the Agreement while travelling to a third state or from a third state;

- (f) replacement of a technically faulty passenger vehicle with an operational vehicle.
3. Permits shall be issued based on a mutual agreement of the authorised bodies of the Contracting Parties to the Agreement.
 4. A permit shall be used only by the carrier to which it has been issued and is not transferrable.

PART III. GOODS CARRIAGE

ARTICLE 5

Permits

1. Apart from cases specified in Article 6 of this Agreement, the carrier of one of the Contracting Parties to the Agreement shall have a permit for temporary admission of empty or loaded goods vehicle to the territory of the other Contracting Party to the Agreement with the purpose of transporting goods including transporting goods on the return journey:
 - (a) between any points within the territory of one of the Contracting Parties to the Agreement and any point within the territory of the other Contracting Party to the Agreement;
 - (b) in transit through the territory of the other Contracting Party to the Agreement;
 - (c) between one point within the territory of the other Contracting Party to the Agreement and any point within the territory of a third state and vice versa.
2. Permits may be of the following categories:
 - (a) permits to perform one journey in the territory of the other Contracting Party, whether that journey be: a single journey between the territories of the two Contracting Parties, in which case it may be a two way journey; or in transit across the other Contracting Party; or between the other Contracting Party and the territory of a third State;
 - (b) permits to perform an unlimited number of journeys in the territory of the other Contracting Party during the validity of the permit, whether those journeys are between the territories of the two Contracting Parties; or in transit across the other Contracting Party; or between the other Contracting Party and the territory of a third state.

3. Permits are issued to the carriers of each Party to the Agreement by an authorised body of that Contracting Party to the Agreement.
4. A permit shall be used only by the carrier to which it was issued.
5. The period of validity of each permit is from the 1st of January of each year till the 31st of January of the following year.
6. Types and any quota limits of permits, other issues regarding the use of the permission system shall be coordinated with the Joint Committee which is specified in Article 13 of the Agreement, and are approved in accordance with the national legislation of the states represented by the Parties to the Agreement.
7. The relevant bodies of both Contracting Parties to the Agreement shall on the annual basis hand over mutually agreed number of blank forms of permits for the transportation of cargo. The blank forms of permits shall include a stamp and a signature of the relevant body that printed them.

ARTICLE 6

Permit Exemption

1. The availability of permits specified in Article 5 of this Agreement shall not be required for the delivery of the following categories of international carriage:
 - (a) carriage of goods by motor vehicles the total allowable weight of which, including trailers, does not exceed 6 tonnes and the allowable carrying capacity of which, including trailers does not exceed 3.5 tonnes;
 - (b) carriage of moveable effects due to relocation of or carried out by an organization which has special personnel and equipment for this purpose;
 - (c) transportation of props and gear for theatrical, cinema, circus and musical performances or sports events, exhibitions or fun-fairs, or recording radio programs or filming television programs or movies provided the properties and gears are moved in for a limited period;
 - (d) carriage of dead bodies and ashes of the deceased human beings;
 - (e) transport of mail;
 - (f) removal of broken down or crashed vehicles;
 - (g) transportation of articles of humanitarian aid.

2. The list specified in Paragraph 1 of this Article may be broadened or updated by the Joint Committee as foreseen in Article 13 of this Agreement.

ARTICLE 7

Special Permits

1. Transport of goods by goods vehicles the maximum admissible weight, load on the axel, or outside dimensions of which exceed maximum admissible rates specified in the registration documentation and valid in the country of acceptance may be performed if a special permit is issued by a relevant body of this Contracting Party to the Agreement.

PART IV. GENERAL PROVISIONS

ARTICLE 8

Taxation

1. Goods vehicles and passenger vehicles registered within the territory of one of the Contracting Parties to the Agreement and moved temporarily to the territory of the other Contracting Party to the Agreement shall be exempt from paying customs duties, taxes and fees levied for the possession or use of vehicles executing international carriage within the territory of the other Contracting Party to the Agreement in the part not contradicting the international treaties of the Republic of Belarus.

2. The exemption specified in Paragraph 1 of this Article shall not apply to customs duties, taxes and levies, included into the cost of fuel or payment or levies for use of certain bridges, tunnels, ferries, motor roads, parts of motor roads or fees for the categories of road, as well as carriage of oversized and heavy cargoes.

3. Fuel present in fuel tanks of the vehicle, which are directly linked to the motor and are essential for the operation of the vehicle along the route, as well as fuel present in tanks installed by the manufacturing plant on trailers and semi-trailers and used for the operation of the heating and cooling facilities, shall be exempt from customs duties, taxes and levies charged for moving across customs borders of the states represented by the Parties to the Agreement in the part not contradicting the international treaties of the Republic of Belarus.

4. Spare parts included in the standard kit of vehicles driven temporarily in the territory of the other Contracting Party to the Agreement and intended for the repair of the vehicles that are performing carriage based on the provisions of this Agreement, shall be exempt from customs duties and other import duties and taxes in compliance with customs regulations. The parts to be replaced shall be transported out of the country or destroyed in accordance with the legislation currently valid within the territory of the corresponding Contracting Party to the Agreement.

ARTICLE 9

Exclusion of Cabotage

Nothing in this Agreement can be regarded as permission granted to the carrier registered in the territory of one of the Contracting Parties to the Agreement to admit passengers or take goods at one point within the territory of the other Contracting Party to the Agreement with the aim of setting off or delivering to another point within the territory of that other Contracting Party of the Agreement.

ARTICLE 10

Compliance with National Laws

1. Except as otherwise provided in international agreements to which the states represented by the Parties to the Agreement are also parties, including this Agreement:

- (a) the carriers and drivers of one Contracting Party to the Agreement, while within the territory of the other Contracting Party to the Agreement, shall comply with the national laws and regulations concerning motor road carriage and road traffic currently valid within the territory of this other Party to the Agreement;
- (b) types of carriage provided for in this Agreement can be executed only by the carriers that are under the national legislation of the Contracting Party to the Agreement allowed to carry out international carriage.
- (c) as regards the allowable mass and outside dimensions of vehicles, none of the Contracting Parties to the Agreement can impose on passenger or goods vehicles of the other Contracting Party to the Agreement requirements which are more limiting than those that under the national laws and regulations apply to their own vehicles;

- (d) while executing carriages provided for in this Agreement, the drivers of the vehicles shall have a driver's license specifying the appropriate category of vehicle the driver is allowed to drive under the requirements of the Convention on Road Traffic made at Geneva on 19 September 1949 or the 8th November 1968 Convention on Road Traffic, as well as the vehicle registration certificate.

- (e) while carriage provided for in this Agreement is being executed, trailers and semi-trailers are allowed to have registration and identification marks of other states provided the goods vehicles or haul trucks have registration and identification marks of a Contracting Party to the Agreement.

2. Issues not addressed in this Agreement or other international agreements the parties to which both Contracting Parties to the Agreement are shall be settled in compliance with the national legislation of the state represented by each of the Contracting Parties to the Agreement by means of documented communications or bilateral consultations and discussions at the meetings of a Joint Committee set up by the Parties to the Agreement in line with Article 13 of this Agreement.

ARTICLE 11

Breaches

1. Should a carrier of one of the Contracting Parties to the Agreement commit any breach of the provisions of this Agreement within the territory of the other Contracting Party to the Agreement, a relevant body of the Contracting Party to the Agreement within the territory of which the breach was committed shall be able without prejudice with regard to the any legislative sanctions which courts of law or law enforcement bodies of this Contracting Party may without damaging procedures applied in its territory require from the relevant body of the Party to the Agreement:

- (a) to issue a warning to the carrier;

- (b) to issue a warning and a notice that any further breach would lead to imposition of a temporary or a permanent ban on the entry of the vehicles possessed or used by this carrier into the territory of the Party to the Agreement where this breach has been committed;

- (c) to issue notice about such a ban.

2. Following the receipt of such a demand, the relevant body of the other Party to the Agreement shall assume the obligation to meet the demand and in the shortest possible period shall advise the relevant body of the other Party to the Agreement about the actions taken in this regard.

ARTICLE 12

Submission of Documents

The original permit and any other documents required in compliance with the provisions of this Agreement and the national legislation of the states represented by the Contracting Parties to the Agreement shall be kept in the passenger and goods vehicles to which they are applicable and shall be presented at the demand of any person authorised to inspect them in the territory of one of the Contracting Parties to the Agreement.

PART V. FINAL PROVISIONS

ARTICLE 13

Joint Committee

1. For the purpose of analysing application of this Agreement, managing another transport activity and resolving issues which may arise as a result of the application of this Agreement, the Joint Committee shall be formed and it may include representatives of the relevant bodies and national associations of the Contracting Parties to the Agreement.

2. The meetings of the Joint Committee shall be held as required at the suggestion of the relevant body of one of the Contracting Parties to the Agreement in the territory of the Contracting Parties to the agreement on a rotation basis.

ARTICLE 14

Application of this Agreement

1. Legislation currently valid within the territory of the states represented by the Contracting Parties to the Agreement shall be applied in all the cases that are not managed by the provisions of this Agreement or other international agreements which are binding on the Contracting Parties to the Agreement.

2. The relevant bodies of the states represented by the Contracting Parties to the Agreement shall advise one another about any changes in their national legislations, which could have an impact on the application of this Agreement.

3. The relevant bodies to resolve issues resulting from the application of the provisions of this Agreement are:

- in the United Kingdom of Great Britain and Northern Ireland: the Department for Transport, and with regard to Northern Ireland: the Department for Infrastructure.
- in the Republic of Belarus: the Ministry of Transport and Communications;

ARTICLE 15

Commencement and Term

1. Each Contracting Party to the Agreement shall through diplomatic channels advise the other Contracting Party to the Agreement that the procedures required for the commencement of this agreement have been completed. This Agreement comes into effect on the thirtieth day after the receipt of the final written notification.

2. This Agreement shall remain in force throughout one year after it comes into effect. Further on, its validity will automatically be renewed for the following year-long periods until one of the Contracting Parties to the Agreement advises the other Contracting Party to the Agreement in writing through diplomatic channels not later than three months before the time of expiration of the relevant period of validity of this Agreement about its intention to terminate the Agreement.

IN WITNESS THEREOF the undersigned being duly authorised by their respective governments signed this Agreement.

Done in the city of Minsk on 18th March 2019 in duplicate each in the English and Russian languages, both texts being equally authentic.

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

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ALIAKSEI AURAMENKA

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