



Norway No. 1 (2019)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Norway on International Road Transport, with Protocol

Oslo, 18 March 2019

[The Agreement and Protocol are not in force]

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



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ISBN 978-1-5286-1267-8

CCS0519151496 05/19

Printed on paper containing 75% recycled fibre content minimum
Printed in the UK by the APS Group on behalf of the Controller of Her Majesty's Stationery Office

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

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Norway, 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 and Application

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 the Kingdom of Norway.
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, including the obligations of the Kingdom of Norway as a Contracting Party to the EEA Agreement.
3. A provision of this Agreement shall not apply to the extent that it is inconsistent with:
 - (a) the Regulation on common rules ensuring basic road freight connectivity with regard to the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union¹, if that Regulation is incorporated into the EEA Agreement in accordance with Article 102(1) of that Agreement; or
 - (b) any other temporary measure or arrangement governing road transport between the UK and Norway put in place as a result of the UK’s withdrawal from the European Union.

¹ At the date of signature identified as COM (2018) 895: Proposal for a Regulation of the European Parliament and of the Council on common rules ensuring basic road freight connectivity with regard to the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the Union.

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 engaging in hire or reward must possess a valid operator’s licence issued in the country of registration.

2. The term “passenger vehicle” means a vehicle which is registered in the territory of a Contracting Party and is suitable and intended, by virtue of its construction and equipment, to carry more than nine persons, including the driver.

3. The term “goods vehicle” means a motor vehicle registered in the territory of one of the Contracting Parties, or a coupled combination of vehicles the motor vehicle of which at least is registered in the territory of one of the Contracting Parties, used exclusively for the carriage of goods.

4. The term “territory”:

- (a) in relation to the Kingdom of Norway shall mean the territory of Norway, and;
- (b) in relation to the United Kingdom of Great Britain and Northern Ireland shall mean England, Wales, Scotland and Northern Ireland.

5. Notwithstanding paragraph 4(b), where this Agreement is extended pursuant to Article 13, the term “territory” shall be expanded to include those territories to which this Agreement shall apply.

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

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

- (a) For the Government of Norway – the Norwegian Ministry of Transport and Communications;

- (b) 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 Infrastructure in Northern Ireland.

8. The term “EEA Agreement” means the Agreement on the European Economic Area which came into force on 1st January 1994.

CARRIAGE OF PASSENGERS

ARTICLE 3

Authorisations and Exemptions

1. Transport carriers of the Contracting Parties to the Agreement are authorised to perform carriage by passenger vehicles registered within the territory of the carrier and designed to carry more than 9 persons 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.
2. 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 3 of this Article, requires that a permit should be obtained from an authorised body of this Contracting Party to the Agreement.
3. The following services shall be exempted from the requirement for authorisation referred to in paragraph 2 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 from the territory of one of the Contracting Parties 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:

- (i) has been carried to the territory of the other Contracting Party by the carrier;
- (ii) 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.

4. All or some of the provisions of this article may be extended by the Joint Committee as foreseen in article 11 of this Agreement to vehicles in the territory of a Contracting Party when used between the other Contracting Party and a third country. The Joint Committee may also require special permit arrangements for all or some of such services.

CARRIAGE OF GOODS

ARTICLE 4

Authorised Carriage of Goods

1. Subject to Article 5 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 vehicles to the territory of the other Contracting Party for the transporting of goods including transporting goods on the return journey:

- (a) between any point within the territory of one of the Contracting Parties and any point within the territory of the other Contracting Party;
- (b) in transit through the territory of the other Contracting Party;
- (c) between one point within the territory of the other Contracting Party 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 Contracting Party by the competent authority of that Contracting Party.
- 4. A permit shall be used only by the carrier to which it is issued.
- 5. The period of validity of each permit allocated during a calendar year, extends until the 31st January of the following year.
- 6. The form or forms of permits and any other systems of administrative procedure concerning the implementation of the permits system shall be agreed by the Joint Committee provided for in Article 11.
- 7. The competent authorities of both Contracting Parties shall on at least an annual basis hand over mutually agreed number of blank forms of permits for the transportation of goods. The blank forms of permits shall include a stamp and a signature of the relevant body that printed them.
- 8. Each competent authority may send the other on request additional blank permits.
- 9. The Contracting Parties shall provide sufficient permits to facilitate trade fully.

ARTICLE 5

Permit Exemption

- 1. The permits specified in Article 4 of this Agreement shall not be required for:
 - (a) the transport of goods by motor vehicles whose Total Permissible Laden Weight including trailers, does not exceed 6 tonnes, or when the permitted payload, including trailers, does not exceed 3.5 tonnes;
 - (b) the transport of goods on an occasional basis, to or from airports, in cases where services are diverted;
 - (c) the transport of vehicles, which are damaged or have broken down and the movement of breakdown repair vehicles;

- (d) unladen runs by a goods 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 livestock in vehicles purpose-built or permanently converted for the transport of livestock and recognised as such by the competent authority of the Contracting Party, where the operator is established;
- (f) transport of spare parts and provisions for ocean-going ships and aircraft;
- (g) transport of medical supplies and equipment needed for emergencies, more particularly in response to natural disasters and humanitarian needs;
- (h) transport for non-commercial purposes of works and objects of art for fairs and exhibitions;
- (i) transport for non-commercial purposes of properties, accessories and animals to or from theatrical, musical, film, sports or circus performances, fairs or fetes, and those intended for radio recordings, or for film or television production;
- (j) the transport of goods on own account;
- (k) funeral transport;
- (l) postal transport carried out as a public service;
- (m) transfer of newly acquired vehicles without cargo to the place of their final destination; and
- (n) international removals.

2. This list of exclusions may be amended or updated by the Joint Committee as foreseen in Article 11 of this Agreement. The exclusions may be broadened to the extent of removing the requirement for permits from all vehicles.

ARTICLE 6

Special Permits

Each 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 Party.

GENERAL PROVISIONS

ARTICLE 7

Exclusion of Cabotage

1. 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 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 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.

3. Certain provisions related to the competence of professional drivers are contained in Annex A. Annex A may be amended by the Joint Committee as foreseen in article 11 of this Agreement.

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.

ARTICLE 13

Extension of the Agreement

1. The provisions of this Agreement may be extended to the territory of Gibraltar, Guernsey, Jersey or the Isle of Man by exchange of notes.
2. Where this Agreement is extended to a territory under paragraph 1, this Agreement shall apply to that territory from the date agreed by exchange of notes.

ARTICLE 14

Entry into Force, Duration and Termination of this Agreement

1. The Contracting Parties shall approve this Agreement in accordance with their internal procedures. Each Party shall notify the other Contracting Party of the completion of those procedures.
2. This Agreement shall only enter into force in the event that there is, at the point of United Kingdom's departure from the European Union, no withdrawal agreement, with relevance to road transport, between the European Union and the United Kingdom.
3. Subject to paragraph (2), this Agreement shall enter into force on the later of:
 - (a) the date of receipt of the later of the Contracting Parties' notifications that they have completed their internal procedures, or
 - (b) the point in time which the EEA Agreement ceases to apply to the UK.
4. From the point in time of its entry into force, this Agreement shall supersede the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Norway on the International Carriage of Goods by Road, signed in Oslo on 11th June 1970.
5. This Agreement shall remain in force unless one Contracting Party gives written notice to terminate it to the other Contracting Party. In that case this Agreement shall terminate six months after the date of such notice.

ARTICLE 15

Provisional Application

1. Pending entry into force of this Agreement and subject to paragraph 2, the Contracting Parties shall provisionally apply this Agreement from the point in time when the EEA agreement ceases to apply to the UK. During the period of provisional application, the Agreement on the International Carriage of Goods by Road signed in Oslo on 11th June 1970 shall be suspended.

2. This Agreement shall only be provisionally applied pending its entry into force if there is, at the point of United Kingdom's departure from the European Union, no withdrawal agreement, with relevance to road transport, between the European Union and the United Kingdom.

3. A Contracting Party may terminate the provisional application of the Agreement by giving written notice to the other Contracting Party. Such termination shall take effect on the first day of the second month following notification.

IN WITNESS WHEREOF, the undersigned duly authorised thereto by their respective Governments have signed this Agreement.

Done in duplicate at Oslo on the eighteenth day of March two thousand and nineteen in the English Language.

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

**For the Government of
the Kingdom of Norway**

RICHARD WOOD

TOMMY SKJERVOLD

ANNEX A

TRAINING OF DRIVERS

1. Drivers of vehicles subject to this agreement must have proof for when they drive in the territory of the other Party of holding a driver certificate of professional competence consistent with the European Conference of Ministers of Transport quality charter or equivalent national laws. This requirement shall not apply where the driving of a vehicle does not require a driver certificate of professional competence. The Joint Committee may modify, delete or add requirements related to the training of drivers.

PROTOCOL

RELATING TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE KINGDOM OF NORWAY ON INTERNATIONAL ROAD TRANSPORT

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

Desiring to conclude a Protocol on the implementing arrangements for the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Norway (International Road Transport (hereinafter referred to as “the Agreement")),

Have agreed as follows:

ARTICLE 1

Further to Article 5(2) of the Agreement, the permits specified in Article 4 of the Agreement for the authorised carriage of goods shall not be required until further notice. The Contracting Parties shall agree on future arrangements regarding permits specified in Article 4 of the Agreement before 1 January 2021.

ARTICLE 2

1. A carrier exempted from carrying a permit under Article 1 of this Protocol and registered in the territory of Norway shall carry a Community Licence when in the territory of the United Kingdom.

2. In this Article, “community licence” means a licence issued under Article 4 of Regulation (EC) 1072/2009 of the European Parliament and of the Council of 21 October 2009 on common rules for access to the international road haulage market².

ARTICLE 3

1. A carrier exempted from carrying a permit under Article 1 of this Protocol and registered in the territory of the United Kingdom shall carry a United Kingdom Licence for the Community when in the territory of Norway.

² OJ L 300, 14.11.2009, p. 72 as last amended by OJ L 158, 10.6.2013, p.1.

2. In this Article, “United Kingdom Licence for the Community” means a licence issued under Article 4 of the Regulation (EU) 1072/2009 of the European Parliament and of the Council of 21 October 2009 on common rules for access to the international road haulage market as retained EU law by the European Union (Withdrawal) Act 2018³.

ARTICLE 4

1. A carrier registered in the territory of Norway shall carry a Journey form when carrying out services operated in accordance with Article 3(3) (a)-(c) in the territory of the United Kingdom.

2. In this Article "Journey form" means a journey form in line with Article 12 of Regulation (EC) No 1073/2009 of the European Parliament and of the Council of 21 October 2009 on common rules for access to the international market for coach and bus services, and amending Regulation (EC) No 561/2006.

ARTICLE 5

1. A carrier registered in the territory of the United Kingdom shall carry a Journey form when carrying out services operated in accordance with Article 3(3) (a)-(c) in the territory of Norway.

2. In this Article "Journey form" means a journey form in line with Article 12 of Regulation (EC) No 1073/2009 of the European Parliament and of the Council of 21 October 2009 on common rules for access to the international market for coach and bus services, and amending Regulation (EC) No 561/2006.

ARTICLE 6

This protocol may be amended or withdrawn by agreement of the Joint Committee as foreseen in Article 11 of the Agreement, or withdrawn by either Contracting Party giving three months’ notice in writing to the other Contracting Party.

ARTICLE 7

6. The Contracting Parties shall approve this Protocol in accordance with their internal procedures. Each Party shall notify the other Contracting Party of the completion of those procedures.

³OJ L 300, 14.11.2009, p. 72 as last amended by OJ L 158, 10.6.2013, p.1 is incorporated into UK law by the section 3 of the European Union (Withdrawal) Act 2018, and amended by the Licensing of Operators and International Haulage (Amendment etc.) (EU Exit) Regulations 2019.

7. This Protocol shall enter into force when the Agreement enters into force and it shall remain in force unless one Contracting Party gives written notice to the other Contracting Party to terminate the Agreement. In the event that such written notice to terminate is given, this Protocol shall terminate upon the termination of the Agreement.

8. Pending entry into force of this Protocol, the Contracting Parties shall provisionally apply this Protocol in accordance with their internal procedures from the date on which the Agreement is provisionally applied.

4. This Protocol shall cease to be provisionally applied from the date on which the Agreement ceases to be provisionally applied.

5. Notwithstanding paragraphs 2 and 3, this Protocol shall apply only to those territories to which the Agreement applies. Where the Agreement is extended to the territory of Gibraltar, Guernsey or the Isle of Man pursuant to Article 13 of the Agreement, this Protocol shall also be extended from the date agreed by the Contracting Parties.

IN WITNESS WHEREOF, the undersigned duly authorised thereto by their respective Governments have signed this Protocol.

Done in duplicate at Oslo on the eighteenth day of March two thousand and nineteen in the English Language.

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

**For the Government of the
Kingdom of Norway**

RICHARD WOOD

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978-1-5286-1267-8