



Kosovo No. 1 (2021)

Agreement

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

Pristina, 11 December 2020

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of Her Majesty
January 2021*



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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 KOSOVO ON INTERNATIONAL
ROAD TRANSPORT**

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

Desiring to regulate and develop the international carriage of passengers and goods by road between and in transit through their respective 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 Kosovo.
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. “Carrier” means any physical or legal person that:
 - i. is registered in the territory of one of the Contracting Parties,
 - ii. is authorised in accordance with the relevant national laws and regulation of a Contracting Party to engage in the international carriage of passengers or goods for hire or reward, or on own account, and
 - iii. where carrying passengers or goods for hire and reward, possesses a valid operator’s licence issued in the country of registration.

2. “Goods vehicle” means a motor vehicle registered in the territory of one of the 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.

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

4. “Territory” means:

a) 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; and

b) in relation to Republic of Kosovo shall mean the territory of Kosovo;

5. Notwithstanding paragraph 4 a), 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 competent authorities designated for the implementation of this Agreement are:

a) in the United Kingdom and Gibraltar,

i. the Department for Transport for Great Britain;

ii. the Department for Infrastructure in Northern Ireland;

iii. the Driver and Vehicle Licensing Department in Gibraltar

b) in the Republic of Kosovo,

i. the Department of Land Transport.

Carriage of Passengers

ARTICLE 3

Authorisations and Exemptions

1. Carriers are authorised to perform carriage by passenger vehicles between the territories of the Contracting Parties or in transit through the territory of one of the Contracting Parties in compliance with the conditions described in this Agreement.

2. Carriage of passengers in passenger vehicles operated by a carrier to any point or from any point situated within the territory of the other Contracting Party or in transit through that territory shall require an authorisation obtained from an authorised body of this Contracting Party to the Agreement, excluding services described in paragraph 4 of this Article.

3. An authorisation issued under paragraph 3 of this Article shall be valid for five years from the date of issue.

4. 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.
- f) In carrying out the services provided under paragraph 3 of this Article, the carrier is obliged to keep the control document (the INTERBUS brochure book) on the board of the vehicle. The terms of use and the content of the control document shall be determined by the Joint Committee provided for in Article 11 of this Agreement.

5. All or some of the provisions of this Article may be extended by the Joint Committee set up under Article 11 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. A carrier authorised in the territory of one Contracting Party shall be permitted, without being required to obtain an authorisation for that purpose under the national laws and regulations of the other Contracting Party, to import an empty or loaded goods vehicle temporarily into the territory of the other Contracting Party for the carriage of goods, including return loads, on a journey:

- a) between any point within the territory of one Contracting Party and any point within the territory of the other Contracting Party;
- b) transiting through the territory of the other Contracting Party; or
- c) between any point within the territory of the other Contracting Party and any point within the territory of a third state and vice versa.

ARTICLE 5

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 6

Taxation

1. Vehicles used for the carriage of passengers and goods in accordance with this Agreement shall be exempt from the taxes and charges levied on the possession or circulation of vehicles in the territory of the other Contracting Party.

2. The exemption referred to in paragraph 1 of this Article shall not apply to taxes and charges on fuel consumption or to charges for using roads or particular bridges, tunnels or ferries.

3. The fuel and petrol contained in the standard tanks of the vehicles admitted temporarily shall be free of custom duties and shall not be subject to any import restrictions.

4. The spare parts imported for repairing a determined vehicle, which has already been imported temporarily, shall be admitted under cover of a temporary duty free admission and without prohibition or restriction of importation. The replaced parts are subject to customs duties and other taxes (VAT) and shall be re-exported or destroyed under the control of the customs.

ARTICLE 7

Exclusion of Cabotage

A carrier authorised in the territory 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.

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. The representatives of the competent authorities of the Contracting Parties shall establish a Joint Committee to review the operation of the Agreement, establish procedures regulating other transport activities and settle problems which may arise from the implementation of this Agreement.

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.
3. The Joint Committee may develop proposals to adjust the present Agreement to traffic developments as well as to amended rules and regulations.

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

The provisions of this Agreement may be extended to Guernsey, Jersey and the Isle of Man by exchange of notes.

ARTICLE 14

Entry into Force, Duration and Termination of this Agreement

1. The Contracting Parties shall ratify or 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 enter into force on the date of receipt of the later of the Contracting Parties' notifications that they have completed their internal procedures.
3. 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 delivery of the notice to the other Contracting Party.
4. On the date of entry into force, this Agreement shall replace the Agreement between the Socialist Federal Republic of Yugoslavia and United Kingdom of Great Britain and Northern Ireland on the International Carriage of Goods signed on 16 July 1969.

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

Done in duplicate at Pristina on the 11th day of December 2020, in the English, Albanian and Serbian languages, all texts being equally authoritative.

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

JACOB WEBBER

**For the Government of the
Republic of Kosovo:**

ARBAN ABRASHI

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