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# Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of the Czech Republic

## on International Road Transport

Copenhagen, 27 May 1998

[The Agreement entered into force on 30 April 2004]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
June 2004*

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

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Czech Republic (hereinafter called “the Contracting Parties”);

Desiring to facilitate international road transport between their two countries and in transit through their territories;

Have agreed as follows:

**DEFINITIONS**

ARTICLE 1

For the purposes of this Agreement:

- (1) the term “carrier” shall mean any physical or legal person who, in the territory of either the United Kingdom or the Czech Republic, is authorised in accordance with the relevant national laws and regulations of his country to engage in the international carriage of passengers or goods by road for hire or reward or on his own account;
- (2) the term “passenger vehicle” shall mean any mechanically propelled road vehicle which:
  - (a) is constructed or adapted for use and used on the roads for the carriage of passengers;
  - (b) has more than eight seats in addition to that of the driver;
  - (c) is registered in the territory of the country of one Contracting Party and is owned or operated by or on behalf of a carrier authorised in that territory to carry passengers; and
  - (d) is temporarily imported into the territory of the country 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 or its trailer or semi-trailer which is:
  - (a) constructed or adapted for use and used on the roads for the carriage of goods;
  - (b) registered or put into circulation in the territory of the country of one Contracting Party and owned or operated by or on behalf of a carrier authorised in that territory to carry goods;
  - (c) temporarily imported into the territory of the country of the other Contracting Party for the purpose of the international carriage of goods for delivery at or collection from that territory or in transit through that territory;
- (4) the term “territory”, in relation to the United Kingdom, shall mean England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar;
- (5) the competent authorities for implementation of this Agreement shall be:

in the United Kingdom, the Department of the Environment, Transport and the Regions;

in the Czech Republic, the Ministry of Transport and Communications.

## **PASSENGER TRANSPORT**

### ARTICLE 2

#### **Transport Services**

Carriers shall be permitted to operate transport services using passenger vehicles registered in the territory in which they are based, either between the territories of the countries of the Contracting Parties or in transit through the territory of the country of either Contracting Party, subject to the conditions laid down in this Agreement.

### ARTICLE 3

#### **Regular Services**

- (1) The term “regular bus service” shall mean bus services which provide for the carriage of passengers along specified routes, passengers being taken up and set down at predetermined stopping points in accordance with a pre-established time-table and fares tariff.
- (2) Regular bus services between the territories of or in transit through the territories of the countries of the Contracting Parties shall be subject to authorisations issued by the competent authorities of the Contracting Parties, acting in common agreement and on the basis of reciprocity. The competent authorities of the Contracting Parties shall issue authorisations for the stretches of the route lying in their respective territories.
- (3) An application to one Contracting Party for authorisation of a regular bus service shall be forwarded to the other Contracting Party by the competent authority of the first Contracting Party. The contents of the application and the form and conditions of the authorisation, including the period of validity, shall be agreed by the Joint Committee referred to in Article 11.

### ARTICLE 4

#### **Occasional and Shuttle Services**

- (1) The following services shall not require authorisation:
  - (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 country of the other Contracting Party for a temporary stay and the passenger vehicle leaves that territory empty or on a service with other passengers covered by (c) below;
  - (c) “outward services”: that is, services on which a passenger vehicle is used to enter the territory of the country of the other Contracting Party empty or on a service with other passengers covered by (b) above, 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;
  - (d) “shuttle services”: that is, services between or in transit through the territories of the countries of the Contracting Parties, where, by means of repeated outward and return journeys, previously formed groups of passengers are carried from a single area of departure to a single area of destination. Each group of passengers who have made the outward journey together shall subsequently be carried back to the place of departure together. “Area of departure” and “area of destination” mean respectively the place

where the journey begins and the place where the journey ends, together with, in each case, localities within a radius of 50 km. The first return journey and the last outward journey shall be made unladen;

- (e) the replacement of a passenger vehicle which has become unserviceable by a serviceable one;
- (f) the transit of the territory of the country of the other Contracting Party by an empty passenger vehicle in the course of a journey to or from a third country.

(2) All other services not listed in paragraph (1) of this Article shall require to be authorised by the competent authorities of the Contracting Parties.

## **GOODS TRANSPORT**

### ARTICLE 5

#### **Authorisation for the Carriage of Goods**

Subject to Article 6 of this Agreement, a carrier authorised in the territory of the country 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 country of the other Contracting Party for the purpose of the carriage of goods, including return loads:

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

### ARTICLE 6

#### **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 the country of that Contracting Party.

## **GENERAL PROVISIONS**

### ARTICLE 7

#### **Taxation**

(1) Goods vehicles and passenger vehicles which are registered in the territory of the country of one Contracting Party and are temporarily imported into the territory of the country 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 country of the other Contracting Party.

(2) The exemption referred to in paragraph (1) of this Article shall be granted in the territory of the country of each Contracting Party so long as the conditions laid down in the Customs regulations in force in those territories for the temporary admission of such vehicles into those territories without payment of import duties and import taxes are fulfilled.

- (3) The exemptions referred to in paragraph (1) of this Article shall not apply:
- (a) to taxes and charges included in the price of fuel; or
  - (b) to tolls and other charges which apply equally to all vehicles for the use of sections or classes of road, particular bridges, tunnels, or ferries.
- (4) The fuel contained in the permanently fitted supply tanks of a vehicle shall be exempt from taxes and duties.
- (5) Spare parts temporarily imported into the territory of the country of the other Contracting Party, intended for the breakdown service of vehicles operating within the framework of this Agreement, shall be exempt from Customs duties and from other import charges and taxes in accordance with the respective Customs regulations of the countries of the Contracting Parties. Replaced parts shall be re-exported or destroyed under the control of the competent Customs authorities of the other Contracting Party.

## ARTICLE 8

### **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 9

### **Compliance with National Laws**

Except where otherwise provided in Agreements between the Contracting Parties, including this Agreement:

- (a) carriers and drivers of one Contracting Party and passenger and goods vehicles shall, when in the territory of the other Contracting Party, comply with national laws and regulations in force in that territory concerning road transport and road traffic;
- (b) 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 to its own vehicles.

## ARTICLE 10

### **Infringements**

- (1) In the event of infringement of the provisions of this Agreement by a vehicle or driver of one Contracting Party when in the territory of the country 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:
- (a) issue a warning to that carrier;
  - (b) issue such a warning together with a notification that subsequent infringement will lead to a temporary or permanent exclusion of vehicles owned or operated by that carrier from the territory of the country of the Contracting Party in which the infringement occurred; or

(c) issue a notice of such exclusion.

(2) The competent authority of one Contracting Party receiving any such request shall comply therewith and shall as soon as possible inform the competent authority of the other Contracting Party of the action taken.

## FINAL PROVISIONS

### ARTICLE 11

#### **Joint Committee**

The competent authorities of both Contracting Parties shall establish a Joint Committee to ensure the satisfactory implementation of this Agreement and the mutual exchange of information concerning the manner in which traffic covered by this Agreement has developed. The Joint Committee shall meet at the request of the competent authority of either Contracting Party.

### ARTICLE 12

#### **Entry into Force and Duration**

(1) Each Contracting Party shall notify the other in writing that the measures necessary for giving effect to this Agreement in their territory have been taken. The Agreement shall enter into force on the thirtieth day after the date of the later of these two notifications.

(2) This Agreement shall remain in force unless one Contracting Party gives notice to terminate it in writing 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.

(3) On the date of entry into force of this Agreement, the Agreement on International Road Transport between the Government of the Czechoslovak Socialist Republic and the Government of the United Kingdom of Great Britain and Northern Ireland, signed in Prague on 10 November 1970<sup>1</sup>, shall terminate in respect of the Czech Republic and the United Kingdom.

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

Done in duplicate at Copenhagen, this 27th day of May 1998, in the English and Czech languages, each text being equally authoritative.

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

GLEND A JACKSON

For the Government of the Czech  
Republic:

PETR MOOS

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<sup>1</sup> Treaty Series No. 59 (1971) Cmnd. 4747.



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