

The Agreement was  
previously published as  
Slovakia No. 1 (2002)  
Cm 5479



Treaty Series No. 24 (2004)

# Agreement

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

## on International Road Transport

Bratislava, 11 January 2001

[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*

**© Crown copyright 2004**

The text in this document (excluding the Royal Arms and departmental logos) may be reproduced free of charge in any format or medium providing it is reproduced accurately and not used in a misleading context. The material must be acknowledged as Crown copyright and the title of the document specified.

Any enquiries relating to the copyright in this document should be addressed to the Licensing Division, HMSO, St Clements House, 2-16 Colegate, Norwich NR3 1BQ.  
Fax 010603 723000 or e-mail: [licensing@cabinet-office.x.gsi.gov.uk](mailto:licensing@cabinet-office.x.gsi.gov.uk)

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

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Slovak 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 either the territory of the United Kingdom of Great Britain and Northern Ireland (hereinafter called 'the United Kingdom') or of the Slovak Republic, is authorised in accordance with the relevant national laws and regulations 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 motor vehicle which:
  - (a) is constructed or adapted for use and used on the roads for the carriage of passengers;
  - (b) has more than nine seats including that of the driver;
  - (c) is registered in the territory 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 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 motor vehicle or combination of vehicles which is:

- (a) constructed or adapted for use and used on the roads for the carriage of goods;
- (b) registered in the territory of one Contracting Party; and
- (c) temporarily imported into the territory of the other Contracting Party for the purpose of the international carriage of goods for delivery at or collection from any point in that territory or in transit through that territory;

and any trailer or semi-trailer which fulfils conditions (a) and (c) of this paragraph and is operated by a carrier of one Contracting Party; provided that if a trailer or semi-trailer and its towing vehicle both fulfil the conditions of this paragraph the combination shall be regarded as one vehicle;

(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;

- in relation to the Slovak Republic it shall mean the territory of the Slovak Republic;

(5) the competent authorities shall be:

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

- in the Slovak Republic, the Ministry of Transport, Posts and Telecommunications.

## **PASSENGER TRANSPORT**

### ARTICLE 2

#### **Transport Services**

Carriers of the Contracting Parties 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 Contracting Parties or in transit through the territory of either Contracting Party, subject to the conditions laid down in this Agreement.

## ARTICLE 3

### **Authorisations and Exemptions**

(1) The carriage of passengers in passenger vehicles by a carrier of one Contracting Party to or from any point in the territory of the other Contracting Party or in transit through that territory shall, with the exception of the services referred to in paragraph (2) of this Article, require to be authorised by the competent authorities of that other Contracting Party.

(2) 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) below;
- (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) 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 in the territory of the Contracting Party in which the carrier is authorised;
- (d) "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 are subsequently carried back to the place of departure together. Passengers are not taken up or set down during the journey. The first return journey and the last outward journey shall be made unladen;
- (e) 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;

- (f) the replacement of a passenger vehicle which has become unserviceable by a serviceable one.

## **GOODS TRANSPORT**

### ARTICLE 4

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

Subject to Article 5 of this Agreement, a carrier 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 Customs regulations 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, roads, sections of road or classes of road.

(4) The fuel contained in the supply tanks of a vehicle of a carrier of one Contracting Party shall be exempt from duties, taxes and other charges levied according to the national law of the other Contracting Party.

(5) Spare parts temporarily imported into the territory 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 Customs regulations. Replaced spare parts shall be re-exported or destroyed under the control of the competent Customs authorities of the other Contracting Party.

## ARTICLE 7

### **Exclusion of Cabotage**

Nothing in this Agreement shall be held to permit a carrier of one Contracting Party to pick up passengers or goods at a point in the territory of the other Contracting Party for setting down or delivery at any other point in that territory.

## ARTICLE 8

### **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 vehicles as defined in Article 1(2) of this Agreement and goods vehicles as defined in Article 1(3) of this Agreement 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 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:

- (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 or permanent exclusion of that carrier from the territory of the Contracting Party in which the infringement occurred; or
- (c) issue a notice of such exclusion.

(2) The competent authority 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 10

#### **Joint Committee**

For the implementation of this Agreement a Joint Committee is hereby established. The competent authorities of the Contracting Parties shall appoint the members of the Joint Committee to review the operation of the Agreement.

### ARTICLE 11

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

(1) Each Contracting Party shall notify the other in writing through diplomatic



channels 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 may be amended with the mutual agreement of both Contracting Parties

(3) This Agreement shall remain in force for a period of one year after its entry into force. Thereafter, it shall continue in force unless it is terminated by either Contracting Party giving six months' notice thereof in writing to the other Contracting Party.

(4) Upon entry into force this Agreement shall replace, in relation to the United Kingdom and the Slovak Republic, the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Czechoslovak Socialist Republic on International Road Transport signed at Prague on 10 November 1970.

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

Done in duplicate at Bratislava , this eleventh day of January 2001 in the English and Slovak languages, each text being equally authoritative.

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

**WHITTY**

For the Government of  
the Slovak Republic:

**MACEJKO J**







Published by TSO (The Stationery Office) and available from:

**Online**

[www.tso.co.uk/bookshop](http://www.tso.co.uk/bookshop)

**Mail, Telephone Fax & E-mail**

TSO

PO Box 29, Norwich, NR3 1GN

Telephone orders/General enquiries 0870 600 5522

order though the Parliamentary Hotline *Lo-Call* 0845 7 023474

Fax orders 0870 600 5533

E-mail [book.orders@tso.co.uk](mailto:book.orders@tso.co.uk)

Textphone 0870 240 3701

**TSO Shops**

123 Kingsway, London WC2B 6PQ

020 7242 6393 Fax 020 7242 6394

68–69 Bull Street, Birmingham B4 6AD

0121 236 9696 Fax 0121 236 9699

9–21 Princess Street, Manchester M60 8AS

0161 834 7201 Fax 0161 833 0634

16 Arthur Street, Belfast BT1 4GD

028 9023 8451 Fax 028 9023 5401

18–19 High Street, Cardiff CF10 1PT

029 2039 5548 Fax 029 2038 4347

71 Lothian Road, Edinburgh EH3 9AZ

0870 606 5566 Fax 0870 606 5588

**TSO Accredited Agents**

(see Yellow Pages)

*and through good booksellers*

ISBN 0-10-162482-4

