

AGREEMENT
ON ROAD TRANSPORT BETWEEN
THE BELGIAN GOVERNMENT
AND
THE MACEDONIAN GOVERNMENT

A G R E E M E N T
ON ROAD TRANSPORT BETWEEN
THE BELGIAN GOVERNMENT
AND
THE MACEDONIAN GOVERNMENT

THE MACEDONIAN GOVERNMENT,

AND

THE BELGIAN GOVERNMENT,

CALLED hereafter the Contracting Parties, striving to create better opportunities for the development of trade relations between their countries and to develop satisfactory transport facilities for goods and passengers;

TAKING account of the European liberalisation process which contribute to the free flow of goods and services and to the free movement of persons;

CONSIDERING the basic point of view of the protection of the environment and traffic safety,

HAVE agreed as follows :

PART I. GENERAL PROVISIONS

ARTICLE 1

Scope

1. The provisions of this Agreement shall apply to the carriage of goods and passengers by road for hire or reward or on own account between the territories of the Contracting Parties, in transit through their territories and to or from third countries, performed by carriers established on the territory of one of the Contracting Parties.

2. The Contracting Parties shall ensure the rights and obligations arising from the agreements concluded between the European Community and the Macedonian Party and of other multilateral agreements signed by both parties.

ARTICLE 2

Definitions

For the purpose of this Agreement :

1. The term "carrier" means a person (including a legal person), who is established on the territory of a Contracting Party and legally admitted in the country of establishment to the international transport market of goods or passengers by road for hire or reward or on his own account in accordance with the relevant national laws and regulations.

2. The term "vehicle" means a motor vehicle registered in the territory of a Contracting Party or a combination of vehicles of which at least the motor vehicle is registered in the territory of a Contracting Party and which is used and equipped exclusively for the carriage of goods or the carriage of passengers.

3. The term "'bus" means a vehicle for the carriage of passengers which is suitable by virtue of its construction and equipment for the carriage of more than nine persons, including the driver, and is intended for that purpose.

4. The term "transport" means the conveyance of laden or unladen vehicles by road, even if for a part of the journey the vehicle, trailer or semi-trailer is using railways or waterways.

5. The term "regular bus service" means a bus service which provides for the carriage of passengers at specified intervals along specified routes, passengers being taken up and set down at predetermined stopping points. Regular services shall be open to all, subject, when appropriate, to compulsory reservation. "Special regular services" are regular services which are accessible only to certain categories of passengers.

6. The term "shuttle service" means a bus service whereby, by means of repeated outward and return journeys, groups of passengers are carried from a single area of departure to a single area of

destination. These groups, made up of passengers who have completed the outward journey are carried back to the place of departure in the course of a subsequent journey.

"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.

"Shuttle services with accommodation" include, in addition to transport, accommodation for at least 80 % of the passengers with or without meals, at the place of destination and, where necessary, during the journey. Passengers shall stay at the place of destination for at least two nights.

Shuttle services with accommodation may be provided by a group of carriers acting on behalf of the same contractor and passengers may:

- either make the return journey with a different carrier, of the same group, from the outward journey,
- or catch a connection "en route", with a different carrier, of the same group.

7. The term "occasional service" means a bus service falling neither within the definition of a regular service or a special regular service nor within the definition of a shuttle service.

They include :

- a) tours, that is to say services whereby the same vehicle is used to carry one or more groups of passengers where each group is brought back to its place of departure, and
- b) services which are carried out for groups of passengers, where passengers are not brought back to their points of departure in the course of the same journey, and
- c) services which do not meet the criteria mentioned above, i.e. residual services.

ARTICLE 3

Access to the market

Each Contracting Party shall allow any carrier established in the territory of the other Contracting Party to carry out any transport of goods or passengers :

- a. between any point in its territory and any point outside that territory, and
- b. in transit through its territory,

subject to permits or authorizations, to be issued by the competent authorities of each Contracting Party.

The permits for goods transportation will also be valid for third-country traffic.

ARTICLE 4

Weights and dimensions

1. Weights and dimensions of vehicles shall be in accordance with the official registration of the vehicle and may not exceed the limits in force in the host country.
2. A special permit issued by a competent authority is required if the weights and/or dimensions of a laden or unladen vehicle when engaged in transport under the provisions of this Agreement exceed the permissible maximum in the territory of the other Contracting Party.

ARTICLE 5

Compliance with national law

Carriers of a Contracting Party and the crews of their vehicles shall, when on the territory of the other Contracting Party, comply with the laws and regulations in force in that country.

ARTICLE 6

Infringements

In the event of any infringement of the provisions of this Agreement by a carrier of a Contracting Party, the Contracting Party on whose territory the infringement occurred, may, without prejudice to its own legal proceedings, notify this to the other Contracting Party which will take such steps as are provided for by its national laws including the revocation of the permit or authorization or prohibition to do transports on the territory of the other Contracting Party. These Contracting Parties will inform one another about the sanctions that have been imposed.

ARTICLE 7

Fiscal matters

1. Vehicles, including their spare parts, carrying out transport in accordance with this Agreement, shall be mutually exempted from all taxes and charges levied on the circulation or possession of the vehicles.
2. Taxes and charges on the use of roads, motor fuel, V A T on transport services and tolls and taxes for special permits as foreseen in Article 4 are not exempted.

3. The fuel contained in the normal tanks of the vehicles, as well as the lubricants contained in the vehicles for the sole purpose of their operation, shall be mutually exempted from customs duties and any other taxes and payments.

ARTICLE 8

Joint Committee

1. The competent authorities of the Contracting Parties shall regulate all questions regarding the implementation and the application of this Agreement.

2. For this purpose the Contracting Parties shall establish a Joint Committee.

3. The Joint Committee shall meet regularly at the request of either Contracting Party and shall comprise representatives of the competent authorities of the administration of the Contracting Parties which can invite representatives of road transport associations.

4. The Joint Committee shall draw up its own rules and procedures and shall meet alternately in the territory of one of the Contracting Parties. The meeting will be concluded by drawing up a protocol.

5. Following Article 3, the Joint Committee shall decide upon the type and number of permits or authorizations and the conditions of access to the market. Notwithstanding Article 12, paragraph 2, the Joint Committee can extend the types of transport for which no permits or authorizations are required.

6. The Joint Committee shall give particular consideration to the following subjects :

- the harmonious development of transport between the Contracting Parties, taking into account among others environmental aspects involved;
- the coordination of road transport policies, transport legislation and its implementation by the Contracting Parties at national and international level;
- the formulation of possible solutions for the respective national authorities if problems occur, notably in the field of fiscal, social, customs and environmental matters, including matters of public order;
- the exchange of relevant information;
- the method of fixing weights and dimensions;
- the promotion of cooperation between transport enterprises and institutions;
- the promotion of multimodal transport, including all questions concerning market access.

Part II. PROVISIONS FOR THE CARRIAGE OF PASSENGERS

ARTICLE 9

Regular Services

1. Applications for authorizations for regular services shall be submitted to the competent authorities in the country in whose territory the point of departure is situated.
2. The decision to issue authorizations shall be taken jointly by the authorities of the Contracting Parties. They are issued by the competent authorities of both Contracting Parties each one for its own territory.
3. An application for an authorization may be rejected if, inter alia :
 - the applicant is unable to provide the service that is the subject of the application with equipment directly available to him;
 - if in the past the applicant has not complied with national or international legislation on road transport and in particular the conditions and requirements relating to authorizations for international road passenger services or has committed serious breaches of legislation in regard to road safety, in particular with regard to the rules applicable to vehicles and driving and rest periods of drivers;
 - if, in the case of an application for renewal of authorization, the conditions of the authorization have not been complied with.
4. A decision on whether an authorization shall be issued shall be taken by the competent authorities within three months of the date on which a full application is received.
5. An authorization shall be valid for a maximum period of three years and may be extended on request.
6. The authorization or a legalised copy of it shall be carried in the vehicle.

ARTICLE 10

Shuttle services

1. Shuttle services are treated like regular services, i.e. subject to authorization.
2. The authorization for a shuttle service with accommodation shall be delivered if proof of accommodation is given when the application for authorization is made.

ARTICLE 11

Occasional services

No authorization shall be required for occasional services.

A passenger waybill, completed in full, shall be carried in the vehicle.

The Contracting Parties agree upon the use of the ASOR- waybill for occasional services.

Part III PROVISIONS FOR THE CARRIAGE OF GOODS

ARTICLE 12

1. Permits for the transportation of goods shall be issued within the limits of a quota for 1 (one) journey (roundtrip) each and shall be valid for a period of 13 months, starting from January 1 st of each calendar year. The permits shall be carried in the vehicle.

2. No permit or authorization shall be required for the following types of transport of for unladen journeys made in conjunction with such transport :

- a) personal belongings in the context of a household removal;
- b) material, items, works of art destined for auctions, exhibitions or the equipment of noncommercial character in the territory of the other Contracting Party;
- c) material and items meant exceptionally for advertising and information purposes;
- d) sets and accessories, animals for theater, music shows, professional film or sporting events, circus, fairs taking place in the territory of the other Contracting Party;
- e) broadcasting or professional sound recording equipment, professional film or TV equipment;
- f) funeral transport;
- g) carriage of mail as a public service;
- h) carriage of vehicles which have suffered damage or breakdown;
- i) carriage of bees or fish progeny;
- j) the carriage of goods in motor vehicles, the permissible total weight of which, including that of trailers, does not exceed 7.5 tons;

k) carriage of medical goods and equipment or other goods necessary in case of emergency, in particular for natural disasters and humanitarian aid.

3. The permit has to be filled out in full before the journey starts. The report has to be stamped by the customs while entering the territory of the other Contracting Party.

When crossing the border on a place where no customs are available, the driver has to put in ink on the place of the customs stamp on the permit, the place, date and hour of border crossing.

4. According to Article 4, paragraph 2, the application for a special authorization for the vehicles carrying goods of which weight and dimensions exceed limits permitted in the territory of the host Contracting Party, should contain;

1. Name and address of the operator;
2. Vehicle make, type and plate numbers;
3. Number of axles and axle spread;
4. Dimensions and weight of the vehicle;
5. Loading capacity;
6. Dimensions and weight of goods;
7. If necessary the drawing of the vehicle together with goods;
8. Load on each axle;
9. The address of the place of loading and unloading;
10. The planned place of border crossing and date as well as route.

PART. IV. FINAL PROVISIONS

ARTICLE 13

Entry into force and duration

1. The Contracting Parties will notify each other through the diplomatic channel that the conditions of internal law regarding the entry in force of the present Agreement have been fulfilled with.

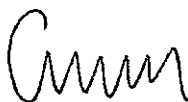
This Agreement shall enter into force on the first day of the second month following the date of the last notification.

2. The Agreement shall remain in force for a period of one year after its entry into force. Thereafter, the Agreement shall be tacitly extended from year to year unless a Contracting Party has, prior to the date of extension, given a six months written notice of its intention to terminate it.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

DONE in twofold in *Skopje*, on *10 September*, in the English, Dutch, French and Macedonian languages, each copy being equally authentic. *1998*

FOR THE BELGIAN
GOVERNMENT :



FOR THE MACEDONIAN
GOVERNMENT :

