

A G R E E M E N T O N R O A D T R A N S P O R T B E T W E E N T H E G O V E R N M E N T O F T H E R E P U B L I C O F B E L A R U S A N D T H E G O V E R N M E N T O F T H E K I N G D O M O F B E L G I U M

The Government of the Republic of Belarus and the Government of the Kingdom of Belgium, 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 liberalization process which contributes to the free flow of goods and services and to the free movement of persons;

Considering the basic standpoint 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 his own account between the territories of the Contracting Parties, in transit through their territories and to or from third countries performed by carriers established in 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 Union and the Republic of Belarus 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 in 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 a laden or unladen vehicle by road, even if for a part of the journey the vehicle is using railways or waterways.
5. The term "regular bus service" means a 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 bus services" are regular bus services which are accessible only to certain categories of passengers.

6. The term "shuttle service" means a 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 service 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 service falling neither within the definition of a regular bus service or a special regular bus 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.

8. The term "competent legal authorities" means :

for the Republic of Belarus : the Ministry of Transport and
Communications

for the Kingdom of Belgium : the Ministry of Communications and
Infrastructure.

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 authorizations, to be issued by the competent legal authorities of each Contracting Party.

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 authorization issued by the competent legal 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 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, shall, 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 authorisation or prohibition to do transport in the territory of the other Contracting Party. The 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. The payment of taxes including transit tax, value added tax, road tolls, road user charges, customs and excise duties on fuel consumption of vehicles may only be applied in accordance with the national legislation of the Contracting Parties.
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.
4. Spare parts required for the repair of a vehicle already imported shall be admitted temporarily under a temporary importation title without payment of import duties and other taxes, and free of import prohibitions and restrictions. Replaced parts shall be cleared, re-exported or destroyed under customs control and supervision.

Article 8 Joint Committee

1. The competent legal 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.

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. Each meeting will be concluded by drawing up a protocol.
5. Following Article 3, the Joint Committee shall decide upon the type and number of authorisations 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 authorisations are required.
6. The Joint Committee shall give particular consideration to the following issues :
 - 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 TT. PROVISIONS FOR THE CARRIAGE OF PASSENGERS

Article 9 Regular Services

1. Applications for authorizations for regular services shall be submitted to the competent legal authorities of the country in whose territory the point of departure is situated.
2. The decision to issue authorizations shall be taken jointly by the competent legal authorities of the Contracting Parties. They are issued by these legal competent authorities 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 the authorization, the conditions of the authorization have not been complied with;
 - the applicant is unable to prove that he has a partner in the country of the other Contracting Party.
4. A decision on whether an authorization shall be issued shall be taken by the competent legal 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 true copy of it certified by the competent authority of one of the Contracting Parties shall be carried in the vehicle.

Article 10
Shuttle services

1. No authorization shall be required for shuttle services with accommodation executed by Belarusian carriers insofar these services have their departure point in the Republic of Belarus or by Belgian carriers insofar these services have their departure point in the Kingdom of Belgium.
2. Shuttle services without accommodation are treated like regular services."
3. For the shuttle services mentioned under paragraph 1 of this article, passenger waybills, completed in full shall be used.

Article 11
Occasional, services

No authorization shall be required for the occasional services foreseen under article 2 point 7 a) and b) as far as the journey starts in the country in which the vehicle is registered. A passenger waybill, completed in full, shall be carried in the vehicle.

Part TIT PROVISIONS FOR THE CARRIAGE OF GOODS

Article 12

Authorizations 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 1st of each calendar year. The permits shall be carried in the vehicle.

No authorization shall be required for the following types of transport or 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 or equipment of noncommercial character destined for auctions or exhibitions in the territory of the other Contracting Party;
- c) material and items meant exclusively for advertising, education and information purposes;
- d) sets and accessories, animals for theatre, 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) bodies and ashes of the deceased;
- 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 laden weight of which, including that of trailers, does not exceed 6 tons or the permissible payload of which, including that of trailers, does not exceed 3,5 tons;

- k) carriage of medical goods and equipment or other goods necessary in case of emergency, in particular for natural disasters.
- 3- Each authorization shall be filled in before the journey starts. The authorization 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 authorization 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, weight and dimensions of which 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 number;
 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. FTNAL PROVISIONS

Article 13 Entry into force and duration

1. This Agreement shall be applied provisionally as from the date of its signature and shall enter into force from the date of receipt of the last notification that the necessary procedures in accordance with the national legislation of each Contracting Party, have been fulfilled.
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 month written notice through the diplomatic channels of its intention to terminate it.

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

DONE in twofold at Brussels, this seventh day of March 1995, in the English language.

For the Government of the
Republic of Belarus :



For the Government of the
Kingdom of Belgium :

