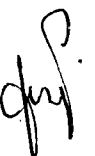


AGREEMENT
BETWEEN
THE GOVERNMENT OF REPUBLIC OF SLOVENIA
AND THE GOVERNMENT OF REPUBLIC OF ALBANIA
ON INTERNATIONAL TRANSPORT
OF PASSENGERS AND GOODS BY ROAD



usklajeno besedilo, mešana komisija 20. in 21. oktober 1998



ENCLOSURE II TO THE PROTOCOL

The Government of the Republic of Slovenia and the Government of the Republic of Albania, hereinafter called the Contracting Parties;

Anxious to contribute to the development of trade and economic relations between their countries;

Determined to promote collaboration in road transport within the framework of the market economy;

Concerned about environment and people protection, the rational use of energy, road safety and the improvement of drivers' working conditions;

Aiming towards the development of transport intermodality;

Recognising the mutual advantage and interest of an agreement on road transport;

Have agreed as follows:

SECTION I - GENERAL PROVISIONS

Article 1 Scope

1. The present Agreement applies to road transport by transport operators established on the territory of a Contracting Party by means of vehicles registered on that territory with the points of departure and destination in the said territory and involving transit through that territory and through the territory of the other Contracting Party.
2. The present Agreement does not affect the rights and obligations arising from the other international commitments of the two Contracting Parties.



Article 2
Definitions

In this Agreement:

1. **"Transport Operator"** means any natural person or legal person established on the territory of one of the Contracting Parties and registered to carry out transport operations of passengers or goods.
2. **"Vehicle"** means a motor vehicle registered in the territory of one of the Contracting Parties and by virtue of its construction and equipment intended for the transport of passengers or goods.
3. **"Transport"** means the runs by a vehicle, either laden or unladen even if the vehicle, trailer or semi-trailer is carried by train or boat for part of the journey.
4. **"Cabotage"** means the transport of passengers or goods carried out by a transport operator of one Contracting Party between individual places within the territory of the other Contracting Party.
5. **"Territory of a Contracting Party"** means respectively the territory of the Republic of Slovenia and the territory of the Republic of Albania.
6. **"Country of establishment"** means the territory of a Contracting Party within which the transport operator is established and the vehicle registered.
7. **"Host country"** means the territory of a Contracting Party in which the transport operator is operating without its vehicle being registered there and without the transport operator being established there.
8. **"Bus"** means vehicle registered in the territory of one of the Contracting Parties and by virtue of construction and equipment suitable and intended for the transport of passengers, which have, in addition to the driver's seat, more than eight sitting places.
9. **"Regular passenger service"** means a service which carries passengers over a specified route, according to a timetable and rates set and published in

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advance. Passengers are picked up or set down at predetermined stopping points.

10. **"Shuttle service"** means a service 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, consisting of the passengers who made the outward journey, is carried back to the place of departure on a later journey. Place of departure and destination respectively mean the place where the journey begins and the place where the journey ends, together with, in each case, the surrounding locality within a 50 km radius.

A shuttle service may include accommodation of passengers at its destination and, if need be, on the journey.

The first return journey and the last outward journey in a series of shuttles are made unladen.

11. **"Occasional service"** means a service falling neither within the definition of a regular passenger service nor within the definition of a shuttle service. The frequency or number of services does not affect their classification as an occasional service.
12. **"Control document"** means the waybill for buses, conforming to the specimen laid down in ASOR Agreement.

SECTION II - PASSENGER TRANSPORT

Article 3 Regular services

1. Regular services operated by buses are subject to a system of authorisations issued by the competent authority in the country of departure, destination and transit.
2. The authorisation application should be made to the competent authority in the country of establishment of the transport operator. If the competent authority

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approves the application, the authorisation is communicated to the competent authority of the other Contracting Party.

The Joint Committee set up under Article 14 hereof decides on the form that the authorisation application takes and the supporting documents required.

3. Authorisations are issued by joint agreement by the competent authorities of the Contracting Parties.

The decision to grant or refuse an authorisation is taken within a period of three months unless there are special circumstances.

Authorisations are valid for a maximum of five years. They set out the operating conditions, including environmental and safety standards, which vehicles must meet.

4. Changes in operating conditions and the cancellation of the service are decided under the procedure set out in paragraphs 2 and 3.

If there is no longer any demand for the service, the operator can cancel it giving three months notice to the competent authorities which issued the authorisations and to customers.

Article 4 Occasional services

1. The occasional services and the shuttle services operated by buses are subject to a system of authorisations or permits issued by the competent authority in the country of departure, destination and transit.
2. As an exception to paragraph 1, the services listed below are exempt from any authorisation or permit system on the territory of the host country:
 - a) closed-door tours 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;

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- b) services which make the outward journey laden and the return journey unladen;
 - c) services which make the outward journey unladen and the return journey laden, provided that passengers: have been previously brought by the same carrier into the territory of the Contracting Party where they are picked up again and carried into the territory of the country of establishment;
3. The picking up of passengers on a liberalised service journey is not permitted unless special authorisation is granted.

The Joint Committee set up under Article 14 hereof may extend the authorisation or permit exemption to other categories of occasional services and shuttle services.

4. The authorisation or permit application should be made to the competent authority in the host country.

The Joint Committee set up under Article 14 hereof decides on the form that the authorisation or permit application takes and the supporting documents required.

The decision to grant or refuse an authorisation or a permit is taken within a period of one month unless there are special circumstances.

5. The occasional services and shuttles exempted from authorisation or permit requirements and operated using buses must be covered by a control document. The conditions of use and the content of the control document are laid down by the Joint Committee referred to in Article 14 hereof.

Article 5 **Provisions common to passenger services**

1. Transport permits are not transferable to other transport operators.
2. The running of cabotage services is prohibited. Local trips organised solely for a group of passengers brought to that location by the same transport operator are not deemed to be cabotage services provided that they are entered on the waybill and approved by the competent authority.

SECTION III - GOODS TRANSPORT

Article 6
Permit system

1. Transport operators established on the territory of a Contracting Party may, under the system of permits, undertake on the territory of the other Contracting Party:
 - a) transport between the territories of the two Contracting Parties;
 - b) transport between a point on the territory of the other Contracting Party and a point on the territory of a third State, providing that the journey includes the country of establishment. This restriction does not apply to unladen runs.
 - c) transit transport.
2. Number and types of permits are determined by the Joint Committee referred to in Article 14, hereof.
3. Cabotage is only permitted with the special authorisation of the host country.

Article 7
Exemption from permit requirements

1. As an exception to Article 6, the following categories of transport are exempted from permit requirements:
 - a) Transport by vehicles whose Total Permissible Laden Weight [TPLW], including trailers, does not exceed 6 tonnes, or when the permitted payload, including trailers, does not exceed 3.5 tonnes.
 - b) Transport on an occasional basis, to or from airports, in cases where air services are diverted.
 - c) Transport of vehicles which are damaged or have broken down and the transport of breakdown repair vehicles.

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- d) Unladen runs by a goods vehicle sent to replace a vehicle which has broken down in another country, and also the return run, after repair, of the vehicle that had broken down.
 - e) Transport of spare parts and provisions for ocean-going ships and aircrafts.
 - f) Transport of medical supplies and equipment needed for emergencies, more particularly in response to natural disasters and humanitarian aid.
 - g) Transport of works and objects of art for fairs and exhibitions or for non-commercial purposes.
 - h) Transport for non-commercial purposes of properties, accessories and animals to or from theatrical, musical, film, sports or circus performances, fairs or fetes, and those intended for radio recordings, or for film or television production.
 - i) Removals carried out by enterprises with special staff and equipment for this purpose.
 - j) Funeral transport.
 - k) The initial and terminal legs -- international and national --, by road of combined transport, providing, respectively, that the appropriate freight loading and unloading station closest to the point of loading or unloading of the freight is used.
 - l) Transport of mail.
2. The Joint Committee referred to in Article 14 hereof may add to, or remove from, the list of transport categories exempted from the permit requirements.

Article 8 Common provisions for goods transport

1. The competent authorities of the two Contracting Parties exchange an agreed number of blank permit forms every year.

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Permits for the transport of goods are valid 13 months from the beginning of each calendar year.

2. Permits are not transferable.
3. Permits can only be used for one vehicle at a time. In the case of combinations of vehicles, the motor vehicle is the determining factor in permit issue or exemption.
4. The Joint Committee referred to in Article 14 hereof determines the quota, category and any further conditions governing permit use.
5. The running of cabotage services is prohibited except where specially authorised by the competent authority in the host country.

SECTION IV - COMMON PROVISIONS

Article 9 Tax provisions

1. Transport by means of vehicles registered on the territory of a Contracting Party temporarily operating on the territory of the other Contracting Party under the terms of this Agreement is exempt from payment of all tax related to the ownership, registration and running of the vehicle as well as special taxes on transport services.
2. The fuel contained in the normal, by the manufacturer built-in fixed tanks of the vehicle intended to drive the vehicle, as well as lubricants and spares are exempt from all import duty in the territory of the host country provided that the transport operator complies with the relevant customs regulations
3. *The transport covered by the terms of this Agreement is subject in the host country to the road user charges, tolls and other duties levied for the use of the road network or bridges. The tolls and other charges are levied on transport operators of both Contracting Parties indiscriminately.*

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Article 10 Weights and dimensions

1. The permissible maximum weight, axle weight and dimensions of vehicles must not exceed those entered in the registration documents nor the upper limits in force in the host country.
2. The use in the host country of vehicles whose weight and dimensions exceed the permissible upper limits is permitted only with a special authorisation applied for in advance.

Article 11 Equipment and other characteristics

1. Vehicles carrying dangerous goods must be fitted out and equipped in accordance with the requirements of the ADR Convention.
2. Equipment used to monitor crew driving and rest time on vehicles must comply with the provisions of the AETR Agreement.
3. The Contracting Parties undertake to promote, within the framework of this Agreement, the use of vehicles meeting stringent safety and emission standards.

The Joint Committee referred to in Article 14 can, when deciding on quotas and future liberalisation, give more favourable treatment to vehicles that meet the most modern safety and emission standards.

Article 12 Control

The permits, authorisations, control documents and other papers under this Agreement, as well as the consignment note, passenger waybills, insurance certificates, training certificates and all other papers required, must be kept in vehicles and be produced at the request of control officials.



Article 13

Obligations of transport operators any infringement

1. The transport operators of a Contracting Party and the crews of their vehicles must, when on the territory of the other Contracting Party, comply with the laws and regulations in force in that country.
2. In the event of any infringement of the provisions of this Agreement by a transport operator of a Contracting Party, the Contracting Party on whose territory the infringement occurred shall, without prejudice to its own legal proceedings, notify the other Contracting Party which will take such steps as are provided for by its national laws. In particularly serious cases, the competent authority of the host country may temporarily prohibit access pending a decision by the competent authority in the country of establishment. The Contracting Parties shall keep each other mutually informed on decisions taken.

Article 14

Collaboration and Joint Committee

1. The competent authorities of the Contracting Parties shall take the necessary steps to implement and apply this Agreement and pass on any useful information to each other. The competent authorities shall also keep each other mutually informed of any change in national law affecting the application hereof.

The competent authorities shall afford each other mutual assistance for the purpose of implementing this Agreement.

2. A Joint Committee shall be set up by the Contracting Parties for the purpose of the implementation of this Agreement and to handle the issues related to this Agreement. A Joint Committee shall meet upon request of each of the Contracting Parties.



SECTION V - FINAL PROVISIONS

Article 15

Entry into force and length of the Agreement

1. This Agreement shall enter into force when the Contracting Parties have notified each other that the constitutional requirements pertaining to the entry into force of international agreements have been fulfilled.

This Agreement shall be used provisionally as from the date of the signature.

2. This Agreement shall remain in force for an indefinite period of time; either Contracting Party may cancel it by written notice. It shall terminate three months after the date of receipt of notice by the other Contracting Party.

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

Done in two originals at on
each in the Slovene, the Albanian and the English languages, each texts being equally authentic and has equal legal force. In case of divergence of interpretation the English text shall prevail.

For the Government
of the Republic of Slovenia

For the Government
of Republic of Albania

