

A G R E E M E N T

between the Government of the Republic of Slovenia and the Government of Georgia on International Road Transport of Passengers and Goods

The Government of the Republic of Slovenia and the Government of Georgia, hereinafter referred to as the Contracting Parties,

In their wish to render assistance in enhancing mutual economic relations, for development of passengers and goods road carriage from and to their countries, as well as transit transportation through their state territories,

Have agreed as follows:

GENERAL PROVISIONS

Article 1 Scope

1. This Agreement applies to international road transport of passengers and goods by transport operators established on the state territory of a Contracting Party by means of vehicles registered on that territory and operating to/from, in or in transit through the state territory of the other Contracting Party.
2. This Agreement does not affect the rights and obligations arising from other international agreements of the Contracting Parties.

Article 2 Definitions

For the purposes of this Agreement:

1. **"Transport operator"** means any legal or any natural person who is established on the state territory of either Contracting Party and is authorised to carry out international transport of passengers and/or goods by road in accordance with domestic legislation of the country of establishment.
2. **"Transport"** means operations of a vehicle, either loaded or unloaded, operating to/from, in or in transit through the state territory of the Contracting Parties or to/from the third country even if part of the journey is made by train or boat.
3. **"Vehicle"** means a motor vehicle registered in the country of either Contracting Party:
 - a) on its own or in combination with trailer or semi-trailer;
 - b) intended for the carriage of passengers or goods by road;
 - c) at the disposal of a transport operator, either as its own property or under the rent or leasing contract conditions.
4. **"Registration"** means allocation of an identification number to the vehicle by a competent authority. In case of combination of vehicles, the identification number of the tractor is the determining factor in permit issue or exemption, even if the trailer or semi-trailer is not registered under the same identification number, or is registered in another country, or authorised to operate in another country.
5. **"Permit"** means the special document, issued by the competent authority of Contracting Party, which grants its owner the right to carry out transportation operations between Contracting Parties in both directions or in transit or transportation of goods from/to a third country or regular/occasional transportation of passengers in an established order.
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6. **"Country of establishment"** means the state territory of the Contracting Party where the transport operator is established

and the vehicle registered.

7. **"Host country"** means the state territory of a Contracting Party in which the vehicle is operating without being registered there and without the transport operator being established there.
8. **"Buses and coaches"** are vehicles which, by virtue of their construction and their equipment, are suitable for carrying more than nine persons, including the driver, and are intended for that purpose.
9. **"Transit"** means a journey through the state territory of the other Contracting Party on which neither any loading or unloading of goods, nor getting on and off of passengers takes place.
10. **"Regular passenger service"** means carriage of passengers by bus or coach along routes and according to schedules and tariffs agreed in advance and whereby passengers may enter and exit the vehicle at predetermined stops.
11. **"Occasional passenger service"** means the service that does not meet the definition of the regular passenger service.
12. **"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 place of 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 place of destination respectively means 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 needed, during the journey. The first return journey and the last outward journey in a series of shuttles are made unladen.
13. **"Control document"** means the waybill for buses and coaches, the form of which is agreed upon and confirmed by the Joint Committee set up under Article 13 of this Agreement.

14. "**Cabotage**" means transport operations on the territory of the host country, with the loading and unloading points being located on that territory, of a transport operator established on the territory of the other Contracting Party.

15. "**Dangerous goods**" means the goods which by virtue of properties and features inherent to them, while being transported, loaded, unloaded and stored, can be the cause of damage to hardware, equipment, buildings and constructions, as well as of death, injury or sickness of people, animals, and damage to environment.

16. "**State territory of the Contracting Party**" means:

- in case of the **Republic of Slovenia** the territory of the Republic of Slovenia;
- in case of **Georgia** the territory defined by Georgian legislation, including land territory, its subsoil and the air space above it, internal waters and territorial sea, the sea bed, its subsoil and the air space above them, in respect of which Georgia exercises sovereignty; also the contiguous zone, the exclusive economic zone and continental shelf adjacent to its territorial sea, in respect of which Georgia may exercise its sovereign rights and/or jurisdiction in accordance with the international law.

17. "**Competent authorities**" means:

- in case of the **Republic of Slovenia** the ministry, responsible for road transport of goods and passengers;
- in case of **Georgia** the Ministry of Economy and Sustainable Development and/or Land Transport Agency or other relevant authorities responsible for road transport.

PASSENGER TRANSPORT

Article 3

Regular Passenger Service

1. Regular passenger services provided by bus or coach between the state territories of the Contracting Parties, as well as transit through them are subject to a system of permits. Permits are issued by competent authorities of Contracting Parties according to their domestic legislation.
2. Competent authority of a Contracting Party issues a permit for the part of the journey on its state territory and approves a timetable of the services in consideration that passengers can enter and leave the bus only in stops indicated in the timetable.
3. Application for permit should be made to the competent authority in the country of establishment of the carrier. In case of positive decision the application is sent to the competitive authority of the Contracting Party accompanied by documents containing necessary additional information (draft timetable containing information on running time and frequency, prices, itinerary, data on drivers' work and rest time). Competent authorities can require additional information, if needed.
4. After the discussion of application the competent authority of the Contracting Party shall notify by written to the other competent authority of the Contracting Party about its decision.
5. In case the transport operator intends to cancel regular passenger service, he should inform the competent authority that issued the permit about its intention to cancellation of permit one month in advance. The competent authority should within a period of two (2) weeks after receiving information on the mentioned intention inform the competent authority of the other Contracting Party in written form.
6. Permit issued to the transport operator should be kept on board of the bus during entire journey and should be presented to control authorities at their request.

7. Permit is valid only on the line marked on it and is not transferable to other transport operator.

Article 4

Occasional and shuttle Passenger Services

1. Occasional and shuttle passenger services operated between the state territories of the Contracting Parties and in transit through their territories are services that do not meet the requirements of the regular passenger services stipulated in Article 3 of this Agreement and are subject to a system of permits issued by the competent authorities of the Contracting Parties.
2. The Joint Committee set under Article 13 of the present Agreement hereof agrees upon technical, environmental and safety standards requirements that the vehicles carrying out the transport stipulated by this article must comply with.
3. The following occasional passenger services are exempt from permit system:
 - 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. The place of departure is located on the state territory of the Contracting Party where the transport operator is established;
 - b) services where the outward journey is loaded and the return journey unloaded. The place of departure is located on the state territory of the Contracting Party where the transport operator is established;
 - c) services where vehicle enters the state territory of the other Contracting Party unloaded in order to pick up group of passengers brought there previously by the same transport operator and brings them back to their original place of departure;
 - d) closed-doors transit services;
 - e) run of an unloaded bus sent for the replacement of damaged or broken-down bus performing occasional passenger services;

- f) transport of a damaged or broken-down bus back to its state territory where the bus is registered.
 - g) movement of newly purchased (new or secondary) bus to the state territory where the bus will be registered.
4. The group of passengers carried by occasional passenger services should stay homogenous during entire journey. It is forbidden to pick up additional passengers.
 5. The picking up of passengers on a liberalised (stipulated in paragraph 3 of this Article) service journey is not permitted unless special permit is granted.
 6. Occasional passenger services that do not meet the requirements stipulated in paragraph 3 of this Article are subject to permit issued by the competent authority of the other Contracting Party. Conditions and requirements for issuing the permit should be agreed by the competent authorities of the Contracting Parties.
 7. During performing occasional passenger services stipulated in the paragraph 3 of this Article a fully filled in control document should be on board of the bus. Content and format of the control document should be agreed upon and confirmed by the Joint Committee set up under Article 13 of this Agreement.
 8. Cabotage is forbidden.
 9. The Joint Committee set up under Article 13 of the present Agreement hereof may extend the permit exemption to other categories of occasional services.

GOODS TRANSPORT

Article 5 Permit System

1. Transport operators, established in the state territory of a Contracting Party may perform on the basis of permit system:

- a) transport between the state territories of the Contracting Parties;
 - b) transit through the state territories of the Contracting Parties;
 - c) transport between a point in the state territory of the Contracting Party and a point in the state territory of a third country, or from the third country.
2. Permits and other documents should be kept on the board of vehicle during the whole journey and should be presented to control authorities in case of request.
 3. Cabotage is forbidden.
 4. The Joint Committee set up under Article 13 of the present Agreement lays down other types of permits. If necessary it may put forward proposals on the running of transport without permits.

Article 6

Exemption from Permit Requirements

1. As an exception to Article 5 of this Agreement the following categories of transport are exempted from permit requirements:
 - a) transport by vehicles with total permissible laden weight, including trailers or semi-trailers, does not exceed 6 tons, or when permitted payload, including trailers or semi-trailers, does not exceed 3,5 tons;
 - b) transport to or from airports in case of readdressing of the air-services;
 - c) transport of vehicles which are damaged or broken down during the transport operations performed according to this Agreement and the transport of breakdown repair vehicles;
 - d) unloaded runs by a vehicle sent to replace a vehicle which has broken down in the territory of the other Contracting Party and also return run of the vehicle that had broken down, after repair;
 - e) transport of spare parts and provisions for ocean and river

- ships and aircrafts;
- f) transport of goods needed for emergencies, particularly during natural catastrophes and for humanitarian aid;
 - g) transport of works and objects of art for exhibitions, fairs and bazaars;
 - h) transport for non-commercial purposes of properties, animals and accessories to or from theatrical, musical, cinema, sports or circus performances, fairs or fetes, and those intended for radio recordings, or for film or television production;
 - i) first run of newly-purchased (new or second hand) vehicles;
 - j) removals of household appliances carried out by enterprises with special staff and equipment for this purpose;
 - k) funeral transport.
2. The Joint Committee set up under Article 13 of the present Agreement hereof may add to, or remove from the list of transport categories exempted from the permit requirements.

Article 7 **Permit Conditions**

1. The competent authorities of the Contracting Parties exchange an agreed number of blank permits every year. The permit is delivered to the transport operator by the competent authority of the Contracting Party or by a body designated by the said authority in the territory of country of establishment.
2. At the request of a Contracting Party and on mutual agreement between Contracting Parties an additional number of blank permits can be exchanged.
3. Permits are personal and are not transferable to other transport operator or third party.
4. Permits can be used only by one vehicle at a time. On the basis of the mutual agreement of the Contracting Parties additional

types of permit can be issued. Permits are valid until January 31 of next calendar year. In case of vehicle in combination with trailer or semi-trailer, the decisive factor for permit requirement is the motor vehicle.

5. The Joint Committee determines the quota, categories and any further conditions of permit use.

COMMON PROVISIONS

Article 8 Taxes and Duties

1. Vehicles registered in the state territory of one of the Contracting Parties (including their spare details) temporarily imported into the territory of the other Contracting Party to perform transport operation under the terms of this Agreement based on mutually exchanged permits are exempted on the reciprocity basis from all taxes and charges (including customs duties) levied on the possession and usage of vehicles, except charges for issuing authorization for oversized or excess weight vehicles.
2. Transport operator performing transportation according to Articles 4 and 6 of this Agreement are also exempted from the taxes and charges (including customs duties) levied on the possession and usage of vehicles, except charges for issuing authorization for oversized or excess weight vehicles.
3. Transport operations according to this Agreement are subject to motorway tolls and duties levied for the use of bridges and tunnels in the host country. Fees and taxes are applied in non-discriminatory manner both for resident and non-resident transport operators.
4. Fuel contained in the normal, fixed tanks of the vehicle, built by manufacturer, as well as lubricants, are exempted from all taxes and charges, including customs duties in the territory of the host country.

5. Spare parts temporarily imported into the state territory of the other Contracting Party intended for repair service of vehicles operating within the framework of this Agreement shall be exempted from the import duties 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 9

Weights and Dimensions

1. The maximum permissible weight, axle weight and dimensions of vehicles must not exceed those entered in the registration documents nor the limits in force in the host country.
2. In case the weight (including axle weight) and/or dimensions of loaded or unloaded vehicles that are operating under the provisions of this Agreement exceed the limits in force in the host country, an authorization/recommendation issued by the appropriate competent authority in accordance with legislation of the host country should be obtained in advance.

Article 10

Transport of Dangerous Goods

Transport of dangerous goods between the state territories of the Contracting Parties or in transit through their state territory is regulated in accordance with domestic legislation of the Contracting Parties.

Article 11

Compliance with Domestic Legislation

1. Transport operators, vehicles, buses and coaches and their crew being on the state territory of the other Contracting Party have a

duty to comply with legislation arising from:

- a) multilateral and bilateral international Agreements Contracting Parties are acceded to;
 - b) domestic legislation of Contracting Parties.
2. The legislation mentioned in the paragraph 1 of this Article shall apply to the transport operator of the other Contracting Party in the same manner as to the transport operator of the host country, in order to avoid any kind of discrimination.

Article 12

Infringements and Sanctions

1. In case of any infringement of the provisions of this Agreement by a transport operator, vehicle, bus or coach and their crew of one Contracting Party when in the state territory of the other Contracting Party, the competent authority of the Contracting Party in whose state 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:
 - a) issue a warning to the transport operator;
 - b) abolish the transport operator's permits for the transport activity in the territory of other Contracting Party or abolish the transport operator's permits for regular passenger services between the state territories of the Contracting Parties; or
 - c) after the validity period of permits not to issue new permits for this transport operator to perform transport operations in the territory of the other Contracting Party or deny the request of the transport operator for the regular passenger service between the Contracting Parties.
2. The provisions of this Article do not exclude the activities that can be adopted in accordance with the national legislation by the court or administrative body of the Contracting Parties.

FINAL PROVISIONS

Article 13 Joint Committee

1. For the implementation of this Agreement a Joint Committee is hereby established. The task of the Joint Committee is to settle the disputes and any other issues arising from transportation of passengers and goods that may emerge during the implementation of this Agreement.
2. On the request from a Contracting Party, the Joint Committee should arrange its meetings alternately on the territories of Contracting Parties. The agenda of the meeting should be presented by the host country or, if needed, by Contracting Party requesting the meeting not later than one (1) month prior to the meeting. Each meeting should be finalized with signing of the protocol by the heads of delegations of the competent authorities of the Contracting Parties.

Article 14 Settlement of Disputes

Any dispute regarding the interpretation or application of this Agreement shall be resolved between the Contracting Parties by means of consultations and/or negotiations.

Article 15 Amendments and Changes

Amendments and additions may be introduced to this Agreement upon mutual consent of the Contracting Parties, which shall be formed as a separate document and enter into force subject to the same procedures as this Agreement. The documents formed thereby, shall constitute an integral part of this Agreement.

Article 16
Entry into Force and Duration

1. This Agreement shall enter into force on the first day of the next month following the day of the receipt of the last written notification through diplomatic channels, by which the Contracting Parties shall notify each other on the completion of internal procedures necessary for the entry into force of this Agreement.
2. Each Contracting Party may terminate this Agreement at any time by giving a written notice of termination to the other Contracting Party through diplomatic channels. In such case, this Agreement shall expire 6 month after the date of the receipt of the termination notice by the other Contracting Party.

IN WITNESS WHEREOF the undersigned duly authorised thereto by their respective Governments, have signed this Agreement.

Done at TBILISI on 15 October 2015 in two original copies, each in the Slovenian, Georgian and English language, all texts being equally authentic. In case of divergence in the interpretation, the English text shall prevail.

**For the Government
of the Republic of Slovenia**



**For the Government
of Georgia**

