

## AGREEMENT

### BETWEEN THE GOVERNMENT OF THE REPUBLIC SLOVENIA OF AND THE GOVERNMENT OF THE REPUBLIC OF ARMENIA ON INTERNATIONAL TRANSPORT OF PASSENGERS AND GOODS BY ROAD

The Government of the Republic of Slovenia and the Government of the Republic of Armenia, hereinafter referred to as the "Parties",

**Desirous** to contribute to the development of trade and economic relations between the two states,

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

**Concerned** about environment and people protection, road safety and the improvement of driver's working conditions,

**Aiming** towards the development of transport intermodality,

**Recognizing** the mutual advantage of development of road transport,

Have agreed as follows:

## PART I- GENERAL PROVISIONS

### Article 1

#### Scope

1. The present Agreement regulates the carriage of goods and passengers by road between the territories of the states of the Parties, in transit through their territories and to or from third countries performed by carriers established on the territory of one of the Parties.
2. The present Agreement does not affect the rights and obligations arising from other international commitments of the Contracting Parties.



## Article 2 Definitions

The terms used in this Agreement have the following meaning:

1. **"Transport Operator"** means any physical or legal person established on the territory of one of the Parties and authorized to carry out transport of passengers or goods.
2. **"Vehicle"** means a motor vehicle or a combination of vehicles of which at least the motor vehicle is registered in the country of either Party and which is used and predetermined exclusively for the carriage of passengers or goods.
3. **"Transport"** means the runs of 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 the country of one Party between individual places within the territory of the other Party.
5. **"Territory of a Party"** means respectively the territory of the Republic of Slovenia and the territory of the Republic of Armenia.
6. **"State of Establishment"** means the territory of a Party within which the transport operator is established and the vehicle registered.
7. **"Host state"** means the territory of a 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 a vehicle registered on the territory of one of the 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 whereby passengers are carried over a specified route, according to a timetable and rates set and published in advance. Passengers are picked up or set down at predetermined stopping points.
10. **"Shuttle service"** means transport, which ensures outward and return journeys of groups of passengers from a certain place of departure to a certain place of destination. 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.

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 does not affect their classification as an occasional service.

12. "**Control document**" means the passenger waybill for buses, which is in conformity with the specimen agreed upon by the Joint Committee referred to in Article 14 of the present Agreement.

13. "**Authorization/ Permit**" means the document, issued by the competent authorities of either Party which shall grant the right/possibility to the vehicle registered in the territory of the other Party to perform a journey to or through the territory of the Party which has issued the authorization/permit.

14. "**Transit**" means the transport of passengers and/or goods by a vehicle registered in the territory of one Party to perform a journey to or through the territory of the Party which has issued the authorization/permit.

15. "**Dangerous goods**" means the goods which by virtue or 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. "**Joint Committee**" means the Committee referred to in Article 14 of the present Agreement.



## **PART II- PASSENGER TRANSPORT**

### **Article 3**

#### **Regular service**

1. Regular passenger services operated between the territories of the Parties or in transit through their territories are subject to a system of authorizations issued by the competent authority of the Parties.
2. The authorization application should be made to the competent authority in the state of establishment of the transport operator. If the competent authority approves the authorization application, it contacts the competent authority of the other Party. The Joint Committee hereof decides on the form that the authorization application takes and the supporting documents required.
3. Authorizations are issued by the competent authorities of the Parties by joint agreement. The decision to grant or refuse the issue of an authorization is taken within a period of three months. Authorizations are valid for a maximum of 5 (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 paragraph 2 and 3 of this Article. If there is no longer any demand for the service, the operator can cancel it, giving a three months notice to the competent authorities which issued the authorizations and to customers.

### **Article 4**

#### **Occasional and shuttle services**

1. The occasional and shuttle passenger services operated between the territories of the Parties and in transit through their territories are effectuated by permits issued by the competent

authorities of the Parties. The Joint Committee hereof agrees upon technical, environmental and safety standards requirements that the vehicles carrying out the transport stipulated by this article must comply with.

2. As an exception to paragraph 1 of this Article, the services listed below are exempt from permit system on the territory of the host state:

- a) closed-door tours whereby the same vehicle is used to carry the same group of passengers throughout the journey and to bring them to the place of departure;
- 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 had previously entered the territory of the Parties by the same carrier, from where they were picked up again and transported to the territory of the state of establishment.

3. The picking up of passengers on a liberalized service journey is not permitted unless special permit is granted. The Joint Committee may extend the permit exemption to other categories of occasional services.

4. The permit application should be made to the competent authority in the host state. The Joint Committee decides on the form that the permit application takes and the supporting documents required.

5. The occasional services exempted from permit requirements and operated by 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.



**Article 5**  
**Provisions common to passenger services**

1. Transport permits are not transferable to other transport operators.
2. The running of cabotage is prohibited.

**PART III- GOODS TRANSPORT**

**Article 6**  
**Permit System**

1. Transport operators established on the territory of one of the Parties may, under the system of universal permits, undertake:
  - a) transport between the territories of the two Parties;
  - b) transit transport;
  - c) transport between a point on the territory of the other Party and a point on the territory of the third country, if the itinerary passes through the territory of the country where the vehicle is registered.
2. Transport between a point on the territory of the other Party and a point on the territory of the third country is performed and a special permit if the itinerary does not pass through the territory of the country of registration.
3. Cabotage is only permitted with the special authorization of the host state.
4. The Joint Committee may propose other types of permits and if necessary it may put forward proposals on the running of transport without permits.

## **Article 7**

### **Exemption from permit requirements**

1. Permits referred to in Article 6 of the present Agreement are not required for:

- a) transport by vehicles whose Total Permissible Laden Weight (TPLW) including trailers, does not exceed 6 tons, or when the permitted payload, including trailers does not exceed 3.5 tons.
- b) transport on an occasional basis, to or from airports, in case air services are diverted;
- c) transport of vehicles which are damaged or have broken down and the runs of breakdown repair vehicles;
- 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 has broken down;
- e) transport of medical supplies and equipment needed for emergencies, more particularly in response to natural disasters and also humanitarian aid;
- f) transport of works and objects of art for fairs and exhibitions or for non-commercial purposes;
- g) transport for non-commercial purposes of properties, accessories and animals to or from theatrical, musical, film, sports or circus performances and fairs, and those intended for radio recordings, or for film or television production;
- h) removals of household appliances carried out by enterprises with special staff and equipment for this purpose;
- i) funeral transport;
- j) transport of mail.

2. The Joint Committee may review the above-mentioned categories of exemption subject to approval by mutual consent of the Parties.



**Article 8**  
**Common provisions for goods transport**

1. The competent authorities of the two Parties exchange an agreed number of blank permits forms every year. The permits shall be valid up to 31 January of the successive of calendar year.
2. Permits are not transferrable to other transport operators.
3. Permits can only be used for one vehicle at a time. In case of combination of vehicles, the motor vehicle is the determining factor in permit issue of exemption.
4. The Joint Committee determines the quota, category and any further conditions governing permit use.

**PART IV- COMMON PROVISIONS**

**Article 9**  
**Taxes and duties**

1. Vehicles performing international road transport of goods, passengers and luggage and registered on the territory of the Party and temporally located on the territory of the other Party under the terms of this Agreement are exempt from payment of all taxes related to ownership, registration and running of the vehicle.
2. The fuel (no more than 200 liters for goods transport vehicles and no more than 600 liters for buses) contained in the normal by the manufacturer built-in fixed tanks of the vehicle intended to drive the vehicle, as well as lubricants and spare parts are exempt from all customs duties in compliance with national legislation of the host state. Unused spare parts must be exported from the country, and substituted parts must be exported or eliminated in presence of the Customs officials of the respective Party.



3. The transport covered by the terms of this Agreement is subject to the road user charges, tolls and other duties levied for the use of the road network or bridges in the host state. The tolls and other charges are levied on transport operators of the countries of both Parties indiscriminately.

### **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 permissible limits in force in the host state.

2. The use of vehicles whose weight and dimensions exceed the upper permissible limits is permitted in the host state only with a special authorization 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 European Agreement Concerning the International Carriage of Dangerous Goods by Road of 30 September 1957 (ADR).

2. Equipment used to monitor crew driving and rest time on vehicles must comply with the provisions of the European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport of 1 July 1970 (AETR).

3. The Parties undertake to promote, within the framework of this Agreement, the use of vehicles meeting safety and emission standards.

## **Article 12**

### **Control**

The permits, authorizations, control documents and other papers under this Agreement, as well as the consignment note, passenger waybills, insurance certificates, training certificates and all other papers requires under international agreements of the countries of the Parties have signed and/or under legislations of the countries of the Parties must be kept in vehicles and be produced at the request of authorized officials.

## **Article 13**

### **Obligations of transport operators and infringements**

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

## **Article 14**

### **Joint Committee**

1. For the purpose of proper implementation of the present Agreement and to handle the issues related to it a Joint Committee



shall be set up from the representatives of the competent authorities of the Parties.

2. When necessary, upon mutual consent of the Parties representatives of other authorities may also participate.

### **Article 15**

#### **Competent Authorities**

The Competent Authorities for the implementation of the present Agreement are the respective Ministries responsible for road transport of both Parties.

The Parties will communicate about the names of competent authorities through diplomatic channels.

## **PART V- FINAL PROVISIONS**

### **Article 16**

#### **Amendments and supplements to this Agreement**

Upon mutual consent of the Parties amendments and supplements to the present Agreement may be introduced. The amendments and supplements will be formulated in separate protocols which will enter into force in the order prescribed for the entry into force of the present Agreement and will become an integral part of it.

### **Article 17**

#### **Settlement of disputes**

The disputes originated during the application and interpretation of the present Agreement will be settled by the Parties through consultations and negotiations.

**Article 18**  
**Entry into force and duration of this Agreement**

1. The present Agreement shall enter into force on the date of the receipt of the last written notification by which the Parties notify each other that their internal procedures for its entry into force have been completed.

2. This Agreement shall remain in force for an indefinite period of time. Either of the Parties may terminate it by written notice notifying the other Party with an anticipation of 3 (three) months.

Done at Tallinn on 21 September 20 17 in two originals in the Slovenian, Armenian and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

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



**For the Government  
of the Republic of Armenia**

