

**A G R E E M E N T  
B E T W E E N  
THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND  
THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN  
ON INTERNATIONAL ROAD TRANSPORT**

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

Desiring to contribute to the development of bilateral trade and economic relations,

Wishing to facilitate to the development of road transport between the two countries and in transit,

Have agreed as follows:

**GENERAL PROVISIONS**

**Article 1**

**Scope**

1. The provisions of this Agreement shall apply to international road transport between the territories of the Contracting Parties, in transit through their territories and to/from third countries performed by carriers registered on the territory of the Contracting Parties.

2. This Agreement does not affect the rights and obligations arising from the other international agreements, to which the Contracting Parties are participants.

3. The provisions of this Agreement do not exclude restricting the international road transport which may damage national security of the Contracting Parties.

**Article 2**

**Definitions**

The terms used in this Agreement have the following meaning:

1. "Carrier" means any natural or legal person registered on the territory of one of the Contracting Parties and authorised to carry out international transport of passengers or goods;

2. "Vehicle" means:

In transport of goods - a motor vehicle or a combination of vehicles which is used and equipped exclusively for the carriage of goods and registered in the country of either Contracting Party;

In transport of passenger - a vehicle registered on 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;

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 transport carried out by a carrier of the country of one Contracting Party between individual points 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 Azerbaijan;

6. "Country of registration" means the territory of a Contracting Party within which the carrier is registered and the vehicle registered;

7. "Host country" means the territory of a Contracting Party in which the carrier is operating without its vehicle being registered there and without the carrier being registered there;

8. "Regular service" means a service whereby passengers are carried over a specified route with departure and destination points, as well as, stopping points for picking up or setting down of passengers, according to a timetable and rates agreed in advance;

9. "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;

10. "Occasional service" means a service falling neither within the definition of a regular passenger service nor within the definition of a shuttle service;

11. "Authorisation/Permit" means the document, issued by the competent authorities of either Contracting Party which shall grant the right to the vehicle registered in the territory of the other Contracting Party to enter-exit and transit through the territory of the Contracting Party which has issued the authorisation/ permit;

12. "Transit" means the international road transport by a vehicle registered in the territory of one Contracting Party through the territory of the other Contracting Party;

13. The term "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.

## **PASSENGER TRANSPORT**

### **Article 3**

#### **Regular service**

1. Regular passenger transport between the territories of the Contracting Party or in transit through their territories is organized on the basis of mutual consent of the competent authorities of the Contracting Parties and are subject to a system of authorisations issued by the competent authority of the Contracting Parties.

2. The authorisation application should be made to the competent authority in the country of registration of the carrier. If the competent authority approves the application, the authorisation is communicated to the competent authority of the other Contracting Party.

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

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

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

Authorisations are valid for one year. 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 carrier can cancel it, giving a three months notice to the competent authorities which issued the authorisations and to customers.

## **Article 4**

### **Occasional and shuttle services**

1. The occasional and the shuttle passenger services operated between the territories of the Contracting Parties and in transit through their territories are subject to a system of permits issued by the competent authorities of the Contracting Parties.

The Joint Committee set under Article 14 of this Agreement 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 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 to the place of departure;

b) services which make the outward journey laden and the return journey unladen and services which make the outward journey unladen and the return journey laden, provided that passengers have been previously brought by the same carrier to the territory of the Contracting Party where they are picked up again and carried to the territory of the country of establishment.

The Joint Committee set up under Article 14 of this Agreement hereof may extend the permit exemption to other categories of occasional services.

3. The permit application should be made to the competent authority in the host country.

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

4. The occasional services exempted from permit requirements and operated by using buses must be covered by relevant documents. The conditions of use and the content of these documents are laid down by the Joint Committee set under Article 14 of the this Agreement hereof.

**Article 5**  
**Other provisions for passenger transport**

1. Transport permits are not transferable to other carriers.
2. Cabotage is prohibited.

**GOODS TRANSPORT**

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

1. Carriers registered on the territory of one of the Contracting Parties may, under the system of permits, undertake:
  - a) transport between the territories of the two Contracting Parties;
  - b) transit transport;
  - c) transport to/from the third country.
2. Cabotage is prohibited.
3. The Joint Committee set up under Article 14 of this Agreement lays down other types of permits and has the right to put forward proposals on the running of transport without permits.

**Article 7**  
**Exemption from permit requirements**

1. Permits referred to in Article 6 of this 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 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 had broken down;
  - e) transport of medical supplies and equipment needed for emergencies, more particularly in response to natural disasters and also a 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;

i) funeral transport;

j) transport of mail.

2. The Joint Committee set up under Article 14 of this Agreement hereof may add to, or remove from, the list of transport categories exempted from the permit requirements.

### **Article 8**

#### **Other provisions for goods transport**

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

The permits shall be valid up to 31 January of the successive of calendar year.

2. Permits are not transferable to other carriers.

3. Permit can only be used for one vehicle at a time. In the case of combination of vehicles, the motor vehicle is the determining factor in permit issue or exemption.

4. The Joint Committee set up under Article 14 of this Agreement hereof determines the quota, types and any further conditions governing permit use.

### **OTHER PROVISIONS**

#### **Article 9**

#### **Taxes and duties**

1. Vehicles performing international road transport of goods, passengers and luggage and registered on the territory of the Contracting Party and temporarily located on the territory of the other Contracting Party under the terms of this Agreement are exempt from payment of all taxes related to the ownership and registration of the vehicle.

2. Vehicles of the Contracting Parties performing international road transport under the terms of this Agreement are mutually exempted from custom charges, duties and taxes in the following cases:

a) the fuel in capacities permitted with national legislation of the host country contained in manufacturer built-in fixed tanks relevant to technical specification of the vehicle

b) lubricants, spare parts and tools in amounts necessary for normal operation of the vehicles.

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 Contracting Party.

3. The transport covered by the terms of this Agreement is subject to road user charges, tolls and other duties levied for the use of the road network in accordance of the national legislation of the Contracting Parties.

## **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 country.

2. The use of vehicles whose weight and dimensions exceed the upper permissible limits is permitted in the host country only with a special permit 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, as modified (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, as modified (AETR).

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

## **Article 12**

### **Control**

The permits, authorisations and other relevant documents under this Agreement, as well as all other papers required under other international agreements, to which the Contracting Parties are participants and/or under national legislations of the countries of the Contracting Parties must be kept in vehicles and be produced at the request of authorised officials.

## **Article 13**

### **Obligations of carriers and infringements**

1. The carriers of the country of a Contracting Party and the crews of their vehicles must, when on the territory of the other Contracting Party, comply with its national legislation.

2. In the event of any infringement of the provisions of this Agreement by a carrier of the country of a Contracting Party, the competent authority of the Contracting Party on whose territory the infringement occurred shall, without prejudice to the legal proceedings of its country, notify the competent authority of the other Contracting 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 country may temporarily prohibit access to the territory of its country pending a decision by the competent authority in the country of establishment. The competent authorities of the Contracting Parties shall keep each other mutually informed on decisions taken.

## **Article 14**

### **Joint Committee**

1. For the purpose of proper implementation of this 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 Contracting Parties.

2. The Joint Committee shall meet at the request of either Contracting Party and such meetings will be held alternately in the territory of each Contracting Party.



## **Article 15**

### **Competent Authorities**

The Competent Authorities for the implementation of this Agreement are:

In the Republic of Slovenia: The Ministry of Infrastructure and Spatial Planning of the Republic of Slovenia;

In the Republic of Azerbaijan: The Ministry of Transport of the Republic of Azerbaijan.

In case of changes of competent authorities indicated in this paragraph the names of competent authorities are communicated to the other Contracting Party through diplomatic channels.

## **FINAL PROVISIONS**

### **Article 16**

#### **Additions and amendments**

Any additions and amendments may be made to this Agreement by mutual consent of the Contracting Parties. Such additions and amendments shall be made in a form of separate Protocols being an integral part of this Agreement and shall enter into force in accordance with the provisions of Article 18.

### **Article 17**

#### **Solution of disagreements**

Any disagreements that may arise from the interpretation or application of this Agreement shall be resolved by negotiations and consultations between the Contracting Parties.

### **Article 18**

#### **Entry into force and duration of the Agreement**

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

2. This Agreement shall remain in force for an indefinite period of time. Either of the Contracting Parties may terminate it by written notice. The Agreement shall expire three months following the date of the receipt of such notification through diplomatic channels.

In witness whereof the undersigned, being duly authorised thereto, have signed this Agreement.

Done in Baku on 16 January, 2013 in two original copies each in Slovene, Azerbaijanian and English languages, all texts being equally authentic. In the case of different interpretations, the English text shall prevail.

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



**For the Government of the  
Republic of Azerbaijan**

