AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND ON INTERNATIONAL ROAD TRANSPORT

The Government of the Republic of Moldova and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter called "the Parties");

Desiring to facilitate international road transport between their two countries and in transit through their territories;

Have agreed as follows:

DEFINITIONS

ARTICLE 1

For the purposes of this Agreement:

(1) the term "carrier" shall mean any physical or legal person who, in either the territory of the United Kingdom or of the Republic of Moldova, is authorised in accordance with the relevant national laws and regulations to engage in the international carriage of passengers or goods by road for hire or reward or on his own account;

(2) the term "passenger vehicle" shall mean any mechanically propelled road vehicle which:

(a) is constructed or adapted for use and used on the roads for the carriage of passengers;

(b) has more than nine seats including that of the driver;

(c) is registered in the territory of one Party and is owned or operated by or on behalf of a carrier authorised in that territory to carry passengers; and

(d) is temporarily imported into the territory of the other Party for the purpose of the international carriage of passengers to, from or in transit through that territory;

(3) the term "goods vehicle" shall mean any mechanically propelled road vehicle which is:

(a) constructed or adapted for use and used on the roads for the carriage of goods;

(b) registered in the territory of one Party; and

(c) temporarily imported into the territory of the other Party for the purpose of the international carriage of goods for delivery at or collection from any point in that territory or in transit through that territory;

and any trailer or semi-trailer which fulfils conditions (a) and (c) of this paragraph and is operated by a carrier of one Party; provided that if a trailer or semi-trailer and its towing vehicle both fill the conditions of this paragraph the combination shall be regarded as one vehicle;

(4) the term "territory", in relation to the United Kingdom, shall mean England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar;

in relation to the Republic of Moldova, it shall mean the territory of the Republic of Moldova;

(5) the competent authorities shall be:

in the United Kingdom, the Department of Transport;
in the Republic of Moldova, the Ministry of Transport and Highways Administration.

PASSENGER TRANSPORT

ARTICLE 2

Transport Services

Carriers licensed in the territory of the United Kingdom or of the Republic of Moldova shall be permitted to operate transport services using passenger vehicles registered in the territory in which they are based, either between the territories of the Parties or in transit through the territory of either Party, subject to the conditions laid down in this Agreement.

ARTICLE 3

Authorisations and Exemptions

(1) The carriage of passengers in passenger vehicles of a carrier authorised in the territory of one Party to or from any point in the territory of the other Party or in transit through that territory shall, with the exception of the services referred to in paragraph (2) of this Article, require to be authorised by that other Party.

(2) The following shall be exempted from the requirement for authorisation referred to in paragraph (1) of this Article:

(a) "closed-door tours": that is, services 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;

(b) "inward services": that is, services on which a group of passengers is brought into the territory of the other Party for a temporary stay and the passenger vehicle leaves that territory empty or on a service covered by (c) below;

(c) "outward services": that is, services on which a passenger vehicle is used to enter the territory of the other Party empty or on a service covered by (b) above and carries to the territory in which the carrier is authorised a group of passengers each of whom:

- has been carried to the territory of the other Party by the carrier;

- before being so carried, had concluded a contract for both journeys in the territory of the Party in which the carrier is authorised;

(d) "shuttle services": that is, services 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 of passengers who have made the outward journey together shall subsequently be carried back to the place of departure together. Passengers shall not be taken up or set down during the journey. The first return journey and the last outward journey shall be made unladen;

(e) the transit of the territory of the other Party by an empty passenger vehicle in the course of a journey to or from a third country;

(f) the replacement of a passenger vehicle which has become unserviceable by a serviceable one.

GOODS TRANSPORT

ARTICLE 4

Authorised Carriage of Goods

Subject to Article 5 of this Agreement, a carrier authorised in the territory of one Party shall be permitted, without being required to obtain a permit, licence or other authorisation for that purpose in accordance with the laws of the other Party, to import an empty or laden goods vehicle temporarily into the territory of the other Party for the purpose of the carriage of goods, including return loads:

(a) between any point in the territory of one Party and any point in the territory of the other Party;

(b) in transit across the territory of the other Party; and

(c) between any point in the territory of the other Party, and any point in the territory of a third country.

ARTICLE 5

Special Permits

Each Party may require a special permit for the use in its territory of any vehicle which by reason of its weight or dimensions or those of its load may not otherwise lawfully be used on roads in the territory of that Party.

GENERAL PROVISIONS

ARTICLE 6

Taxation

(1) Goods vehicles and passenger vehicles which are registered in the territory of one Party and are temporarily imported into the territory of the other Party shall be exempt from the taxes and charges levied on the road use or possession of vehicles and from taxes and charges levied on transport operations carried out in the territory of the other Party.

(2) The exemption referred to in paragraph (1) of this Article shall be granted in the territory of each Party so long as the conditions laid down in the Customs regulations in force in that territory for the temporary admission of such vehicles into that territory without payment of import duties and import taxes are fulfilled.

(3) The exemption referred to in paragraph (1) of this Article shall not apply to taxes and charges included in the price of fuel or to tolls or charges for the use of particular bridges, tunnels, ferries, roads, sections of road or classes of road.

(4) The fuel contained in the ordinary supply tanks of a vehicle shall be exempt from taxes and duties.

(5) Spare parts temporarily imported into the territory of the other Party, intended for the breakdown service of vehicles operating within the framework of this Agreement, shall be exempt from Customs duties and from other import charges and taxes in accordance with Customs regulations.

Replaced parts shall be re-exported or destroyed under the control of the competent Customs authorities of the other Party.

ARTICLE 7

Exclusion of Cabotage

Nothing in this Agreement shall be held to permit a carrier authorised in the territory of one Party to pick up passengers or goods at a point in the Territory of the other Party for setting down or delivery at any other point in that territory.

ARTICLE 8

Compliance with National Laws

Except where otherwise provided in Agreements between the Parties, including this Agreement:

(a) carriers and drivers of one Party and passenger vehicles as defined in Article 1(2) of this Agreement and goods vehicles as defined in Article 1(3) of this Agreement shall, when in the territory of the other Party, comply with national laws and regulations in force in that territory Concerning road transport and road traffic;

(b) neither of the Parties shall impose on passenger or goods vehicles of the other Party requirements which are more restrictive than those applied by its national laws and regulations upon its own vehicles.

ARTICLE 9

Infringements

(1) In the event of any infringement of the provisions of this Agreement by a vehicle or driver of one Party when in the territory of the other Party, the competent authority of the Party in whose territory the infringement occurred may (without prejudice to any lawful sanctions which the courts or enforcement authorities of that Party may apply) request the competent authority of the other Party to:

(a) issue a warning to the carrier in question;

(b) issue such a warning together with a notification that subsequent infringement will lead to a temporary or permanent exclusion of vehicles owned or operated by that carrier from the territory of the Party in which the infringement occurred; or

(c) issue a notice of such exclusion.

(2) The competent authority receiving any such request shall comply therewith and shall as soon as possible inform the competent authority of the other Party of the action taken.

FINAL PROVISIONS

ARTICLE 10

Joint Committee

At the request of either competent authority, representatives of both shall meet as a Joint Committee to review the operation of the Agreement.

ARTICLE 11

Entry into Force and Duration

(1) This Agreement shall enter into force on the thirtieth day after the date of the later of the notifications by diplomatic channels of each Party about the fulfilment of internal procedures necessary for its entering into force.

(2) This Agreement is concluded for a period of two years and shall be extended each time for the same period, so long as neither of the Parties gives at least six months' notice in writing before the expiry of the said period of its intention to terminate the Agreement.

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

Done in two originals at London, this 15th day of October, 1996, in the Moldovan and English languages, each text being equally authoritative.

For the Government of the Republic of Moldova:

For the Government of the United Kingdom of Great Britain and Northern Ireland: