

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE KINGDOM OF BELGIUM

AND

THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN

ON INTERNATIONAL ROAD TRANSPORT

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THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN,

hereinafter referred to as the "Contracting Parties",

STRIVING to create better opportunities for the development of trade relations between their countries and to develop satisfactory transport facilities for goods and passengers;

TAKING into account the international integration process, which contributes to the free flow of goods and services and to the free movement of persons;

TAKING into consideration obligations arising from the international agreements on the protection of the environment and traffic safety signed by the Kingdom of Belgium and the Republic of Kazakhstan;

DESIRING to regulate these issues on the basis of mutual assistance, co-operation, and reciprocity,

Have agreed as follows:

PART 1. GENERAL PROVISIONS

ARTICLE 1

Scope

1. The provisions of this Agreement shall apply to the international carriage of goods and passengers by road for hire or reward or on own account between the territories of the States of the Contracting Parties, in transit through their territories and to or from third countries, performed by carriers established on the territory of the State of one of the Contracting Parties.
2. This Agreement does not affect the rights and obligations arising from other international agreements the Kingdom of Belgium or the Republic of Kazakhstan have signed.

ARTICLE 2

Definitions

For the purpose of this Agreement:

1. The term "carrier" means a person (including a legal person) who is registered on the territory of the State of a Contracting Party and legally admitted in the country of registration to perform international carriage of goods or passengers by road for hire or reward or on his own account in accordance with the relevant national laws and regulations.
2. The term "vehicle" means a motor vehicle registered in the territory of the State of one of the Contracting Parties or a combination of vehicles of which at least the motor vehicle is registered in the territory of one of the Contracting Parties and which is used and equipped exclusively for the carriage of goods or the carriage of passengers.
3. The term "bus" means a vehicle for the carriage of passengers, which is intended and suitable by virtue of its construction and equipment for the carriage of more than nine persons, including the driver.
4. The term "transport" means the conveyance of a laden or unladen vehicle by road, even if for a part of the journey the vehicle, trailer or semi-trailer is using railways or waterways.
5. The term "regular service" means a bus service which provides for the transport of passengers according to a specified frequency and along specified route, whereby passengers may be taken up or set down at predetermined stopping points. A regular service can be subject to the obligation to respect previously established timetables and tariffs. A regular service shall be open to all, subject, when appropriate, to compulsory reservation.
6. The term "shuttle service" means a bus 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, shall be carried back to the place of departure on a later journey by the same carrier. Place of departure and destination shall mean respectively, the place where the journey begins and the place where the journey ends, together with, in each case, the surrounding localities within radius a of 50 km.

In the course of a shuttle service, no passengers may be taken up or set down during the journey.

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

"Shuttle service with accommodation" include, in addition to transport, accommodation for at least 80 % of the passengers, with or without meals, at the place of destination and, where necessary, during the journey. Passengers shall stay at the place of destination for at least two nights. Shuttle services with accommodation may be provided by a group of carriers acting on behalf of the same contractor and passengers may:

- either make the return journey with a different carrier, of the same group, from the outward journey,
- or catch a connection "en route", with a different carrier, of the same group.

7. The term "occasional service" means a bus service between the territories of the States of the Contracting Parties falling neither within the definition of a regular service nor the definition of a shuttle service.

The occasional services include:

- a) tours, that is to say bus services whereby the same vehicle is used to carry one or more groups of passengers where each group is brought back to its place of departure, and
- b) bus services which are carried out for groups of passengers, where passengers are not brought back to their points of departure in the course of the same journey, and
- c) bus services which do not meet the criteria mentioned above, i.e. residual bus services.

8. The term "transport on own account" means:

- a) in the case of passenger transport, that the transport is carried out for non-commercial and non-profit making purposes by the carrier, provided that:
 - the transport activity is only an ancillary activity for that carrier,
 - the motor vehicles used are owned by the carrier or put at its disposal through a hiring or leasing contract and driven by members of the personnel of the carrier or by the carrier himself.
- b) in the case of goods transport, that the transported goods are the property of the carrier or have been sold, bought, let out on hire or hired, produced, extracted, processed or repaired by the carrier. The purpose of the transport must be to transport the goods to or from the premises of the carrier or to move them, either inside the premises of the carrier or outside for its own requirements. The motor vehicle used for such transport must be driven by members of the personnel of the carrier or the carrier himself and must be owned by the carrier or put at its disposal through a hiring or leasing contract. The transport must be an ancillary activity of the carrier.

9. The term "competent authorities" means:

- a) in the Republic of Kazakhstan - the Ministry of Transport and Communications;
- b) in the Kingdom of Belgium - the Federal Public Service of Mobility and Transport.

The Contracting Parties will inform each other of any changes in names and/or the competence of the competent authorities through diplomatic channels.

ARTICLE 3

Access to the market

Each Contracting Party shall allow any carrier registered in the territory of the State of the other Contracting Party to carry out any transport of goods or passengers:

- a) between any point in its territory and any point outside that territory, and
- b) in transit through its territory,

subject to permits or authorizations, to be issued by the competent authorities of each Contracting Party.

ARTICLE 4

Weights and dimensions

1. Weights and dimensions of vehicles shall be in accordance with the official registration of the vehicle and may not exceed the limits in force in the host country.
2. A special permit issued by a competent authority is required if the weights and/or dimensions of a laden or unladen vehicle when engaged in transport under the provisions of this Agreement exceed the permissible maximum in the territory of the Kingdom of Belgium or the Republic of Kazakhstan.

ARTICLE 5

Compliance with national law

Carriers of the Kingdom of Belgium or the Republic of Kazakhstan and the crews of their vehicles shall, when on the territory of the State of the other Contracting Party, comply with the laws and regulations in force in that country.

ARTICLE 6

Infringements

In the event of any infringement of the provisions of this Agreement by a carrier of the Kingdom of Belgium or the Republic of Kazakhstan, the competent authorities of the Contracting Party on whose State territory the infringement occurred, may, without prejudice to its own legal proceedings, notify this to the competent authorities of the other Contracting Party which will take such steps as are provided for by its national laws including the revocation of the permit or authorization or prohibition to do transports on the territory of the other Contracting Party. The competent authorities of the Contracting Parties will inform one another about the measures that have been taken.

ARTICLE 7

Fiscal matters

1. Vehicles, including their spare parts, that are engaged in carriages in accordance with the provisions of this Agreement shall be mutually exempted from all taxes and charges levied on the circulation and possession of the vehicles.
2. Taxes and charges on fuel, value added tax (VAT) on carriages, tolls and user charges and taxes for special permits as foreseen under Article 4 of this Agreement, will be levied in compliance with the laws and regulations in force in the territory of the States of the Contracting Parties.
3. The fuel contained in the normal built-in tanks of the vehicle and intended for the operation of the vehicle or to operate devices for temperature control, as well as the lubricants contained in the vehicles for the sole purpose of their operation, shall be exempted from customs duties and any other taxes and payments.
4. Spare parts required for the repair of a vehicle already imported shall be admitted temporarily under a temporary importation title without payment of import duties and other taxes, and free of import prohibitions and restrictions. Replaced parts shall be cleared, exported or destroyed under customs control and supervision.

ARTICLE 8

Joint Committee

1. The competent authorities of the Contracting Parties shall regulate any questions regarding the implementation and the application of this Agreement.
2. For this purpose the competent authorities of the Contracting Parties shall establish a Joint Committee.
3. The Joint Committee shall meet regularly at the request the competent authorities of either Contracting Party alternatively in the territory of the State of one of the Contracting Parties and shall comprise representatives of the competent authorities of the Contracting Parties, which can invite representatives of road transport associations.
4. The Joint Committee shall draw up its own rules and procedures in accordance with the power conferred to the heads of the delegations of both Contracting Parties. The meeting will be concluded by drawing up a protocol to be signed by the head of the delegation of each Contracting Party.
5. Following Article 3 of this Agreement, the Joint Committee shall decide upon the type and number of permits or authorizations and the conditions of access to the transport market.
Notwithstanding Article 12, paragraph 2 of this Agreement, the Joint Committee can extend the types of transport for which no permits or authorizations are required.
6. The Joint Committee shall give particular consideration to the following subjects:
 - the harmonious development of transport between the territory of the States of the Contracting Parties, taking into account, among others, environmental aspects involved;

- the coordination of road transport policies, transport legislation and its implementation by the Contracting Parties at national and international level;
- the consideration of possible solutions for the respective national authorities if problems occur, notably in the field of fiscal, social, customs and environmental matters, including matters of public order affecting road transport operations;
- the exchange of relevant information;
- the method of fixing weights and dimensions;
- the promotion of cooperation between transport enterprises and institutions;
- the promotion of multimodal transport, including all questions concerning market access.

PART II. PROVISIONS FOR THE CARRIAGE OF PASSENGERS

ARTICLE 9

Regular Services

1. Applications for authorizations for regular services shall be submitted to the competent authorities in the country in whose territory the point of departure is situated.
2. The decision to issue authorizations shall be taken jointly by the competent authorities of the Contracting Parties. They are issued by the competent authorities of both Contracting Parties each one for the territory of its own State.
3. An application for an authorization may be rejected if, inter alia:
 - the applicant is unable to provide the service that is the subject of the application with equipment directly available to him;
 - if in the past the applicant has not complied with national or international legislation on road transport and in particular the conditions and requirements relating to authorizations for international road passenger services or has committed serious breaches of legislation in regard to road safety, in particular with regard to the rules applicable to vehicles and driving and rest periods of drivers;
 - if, in the case of an application for renewal of an authorization, the conditions of the previous authorization have not been complied with.
4. A decision on whether an authorization shall be issued shall be taken by the competent authorities within three months of the date on which a full application is received.
5. An authorization shall be valid for a maximum period of three years and may be extended on request of the competent authorities.
6. The authorization or its copy, attested by the competent authorities of the Contracting Party, shall be carried in the vehicle.

ARTICLE 10

Shuttle services

1. No authorization shall be required for shuttle services with accommodation executed by Belgian or Kazakhstan carriers insofar these services have their departure in Belgium and in Kazakhstan respectively.
2. Shuttle services without accommodation are treated like regular services.
3. For the shuttle services mentioned under paragraph 1 of this Article passenger waybills completed in full shall be used.

ARTICLE 11

Occasional services

No authorization shall be required for occasional services.

A passenger waybill, completed in full, shall be carried in the vehicle.

The Joint Committee referred to in Article 8 shall decide on the model of this passenger waybill.

PART III. PROVISIONS FOR THE CARRIAGE OF GOODS

ARTICLE 12

Permit conditions

1. Permits for the transportation of goods shall be issued within the limits of a quota of permits for 1 (one) journey (roundtrip) and/or a quota for multiple journeys (time permit) and shall be valid for a period of 13 months, starting from January the 1st. of each calendar year. The permits shall be carried in the vehicle.
2. Permits are personal and are not transferable to third parties.
3. Permits can only be used for one vehicle at a time.
4. The Joint Committee referred to in Article 8 determines the quota, the categories of the permits (journey or time) and any further conditions governing permit use.
5. No permit shall be required for the following types of transport or for unladen journeys made in conjunction with such transports:
 - a) the transport of goods by motor 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) the transport of goods on an occasional basis, to or from airports, in case where services are diverted;
 - c) the transport of vehicles which are damaged or have broken down and the transport 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 livestock in special purpose-built or permanently converted vehicles for the transport of livestock and recognized as such by the Contracting Parties' authorities concerned;
 - f) transport of spare parts and equipment for ocean-going ships and aircraft;
 - g) transport of medical supplies and equipment needed for emergencies, more particularly in response to natural disasters and humanitarian needs;
 - h) transport of works and objects of art for fairs and exhibitions or for non-commercial purposes;
 - i) transport for non-commercial purposes of properties, accessories and animals to or from theatrical, musical, film, sports or circus performances, fairs or fêtes, and those intended for radio recordings, or for film or television production;
 - j) funeral transport;
 - k) postal transport carried out as a public service.
6. The permit has to be filled out in full before the journey starts. The report has to be stamped by the representative of the competent authorities while entering the territory of the State of the other Contracting Party.
Before crossing the border on a place where no representative of the competent authorities is available, the driver has to put in ink in the respective box on the permit, the place, date and hour of border crossing.
7. According to Article 4, paragraph 2 of this Agreement, the application for a special permit for the vehicles carrying goods of which weight and dimensions exceed limits permitted in the territory of the State of the host Contracting Party should contain:
- 1) Name and address of the carrier;
 - 2) Vehicle make, type and plate numbers;
 - 3) Number of axles and axle spread;
 - 4) Dimensions and weight of the vehicle;
 - 5) Loading capacity;
 - 6) Dimensions and weight of goods;
 - 7) If necessary the drawing of the vehicle together with goods;
 - 8) Load on each axle;
 - 9) The address of the place of loading and unloading;
 - 10) The planned place of border crossing and date as well as route.

PART IV. FINAL PROVISIONS

ARTICLE 13

1. Any amendments and additions to this Agreement shall be fixed by the Contracting Parties in protocols, which shall enter into force in compliance with the procedure referred to in Article 14, paragraph 1 of this Agreement and constitute an integral part of the present Agreement.
2. Disputes and controversies on the interpretation or implementation of the provisions of the present Agreement shall be dealt with by the Joint Committee.
3. The Contracting Parties should singly bear expenses arising during the implementation the present Agreement within the limits provided by the legislations of the States of the Contracting Parties unless otherwise agreed upon in each specific case.
4. The issues that are not regulated by the present Agreement as well as by the International Agreements signed by both Contracting Parties, will be regulated according to the National Legislation of the State of each Contracting Party.

ARTICLE 14

Entry into force and duration

1. This Agreement shall enter into force on the first day of the second month following the date on which the Contracting Parties have informed each other in writing through diplomatic channels that the internal legal procedures necessary for the entry into force of the Agreement in their respective countries have been complied with.
2. The Contracting Parties may terminate this Agreement at any time by giving six months written notice of its intention to terminate it to the other Contracting Party.

DONE at Brussels, on December 5th, 2006, in two original copies in the Dutch, English, French, Kazakh and Russian languages.

In case of any divergence of interpretation of the provisions of this Agreement the English text only shall prevail.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto have signed this Agreement.

**FOR THE GOVERNMENT OF
THE KINGDOM OF BELGIUM :**

**FOR THE GOVERNMENT OF
THE REPUBLIC OF KAZAKHSTAN :**

