

**TRANSPORT DEREGULATION ACT**  
**NO. 80 OF 1988**

[ASSENTED TO 27 JUNE, 1988]

[DATE OF COMMENCEMENT: 1 MARCH, 1991]

(Unless otherwise indicated)

*(English text signed by the State President)*

**as amended by**

Proclamation No. R.22 of 1996

[with effect from 1 May, 1996]

**GENERAL NOTE**

This Act has been repealed by section 53 (2) of Act No. 4 of 1998, with the exception of section 6 which is reproduced below. Under section 6 of this Act, Schedules B to F inclusive, have been added by Proclamation No. R.32 of 1998.

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**6. Road transportation agreements with other governments.**—(1) The State President may enter into an agreement with the government of a country or territory whereby arrangements are made with that government for the control and regulation of the transportation of persons or goods between the Republic and that country or territory.

(2) An agreement referred to in subsection (1) and any amendment thereof shall be published by the State President by proclamation in the *Gazette*, shall come into force on the date of signature of the agreement or amendment or on the later date stipulated in the agreement or amendment and shall have the force of law, and the provisions thereof shall prevail in the case of conflict between such provisions and the provisions of this Act or any other law.

(3) The State President may by proclamation in the *Gazette*—

- (a) add to this Act any Schedule setting out the text of any agreement entered into under subsection (1);
- (b) amend such Schedule so as to reflect any amendment of such an agreement; and
- (c) repeal such Schedule when the agreement in question has expired or is terminated.

(4) The Minister shall lay a copy of every proclamation issued by the State President under subsection (2), upon the Table in Parliament within 14 days after publication of such proclamation in the *Gazette* if Parliament is then in session, or if Parliament is not then in session, within 14 days after the commencement of its next ensuing session.

**SCHEDULE B**

BILATERAL ROAD TRANSPORT AGREEMENTS

AGREEMENT ON ROAD TRANSPORTATION BETWEEN SOUTH AFRICA AND MALAWI

[Schedule B added by Proclamation No. R.32 of 1998.]

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND

THE GOVERNMENT OF THE REPUBLIC OF MALAWI ON ROAD TRANSPORTATION

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA  
AND THE GOVERNMENT OF THE REPUBLIC OF MALAWI ON ROAD  
TRANSPORTATION**

**PREAMBLE**

THE GOVERNMENT OF THE REPUBLIC OF MALAWI AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (HEREINAFTER REFERRED TO AS THE “PARTIES”);

**DESIRING** TO STRENGTHEN THEIR ECONOMIC AND COMMERCIAL RELATIONS IN THE SPIRIT OF CO-OPERATION AND FRIENDSHIP;

**WISHING** TO PROMOTE AND FACILITATE CROSS-BORDER ROAD FREIGHT AND PASSENGER SERVICES BETWEEN AND IN TRANSIT THROUGH THEIR RESPECTIVE TERRITORIES;

**WISHING** TO PROVIDE ACCESS FOR THE CARRIERS OF THEIR RESPECTIVE COUNTRIES TO THE TERRITORIES OF BOTH COUNTRIES ON THE BASIS OF RECIPROCITY;

**DESIRING** TO PROMOTE FAIR AND EQUAL TREATMENT FOR CARRIERS OF BOTH PARTIES;

**DESIRING** TO SIMPLIFY EXISTING ADMINISTRATIVE REQUIREMENTS IN THE INTEREST OF ROAD TRANSPORTATION BETWEEN THE TWO COUNTRIES;

**ACKNOWLEDGING** THE DEVELOPMENTAL NEEDS OF THE TRANSPORT INDUSTRIES OF BOTH COUNTRIES;

**RECOGNISING** THE OBJECTIVES AND AIMS OF THE REGIONAL STRUCTURES OF WHICH THE PARTIES ARE MEMBERS;

**NOTING** ALL THE AGREEMENTS IN PLACE BETWEEN THEM RESPECTIVELY AND OTHER COUNTRIES;

**HEREBY AGREE AS FOLLOWS:**

**CHAPTER I**

ARTICLE 1

*Definitions*

In this Agreement, unless the context otherwise indicates—

“**annexure**” means an Annexure to this Agreement which shall form an integral part of this Agreement;

“**carrier**” means any inhabitant of the Republic of Malawi or the Republic of South Africa or any legal person registered in the country concerned engaging in the carriage of goods or the conveyance of passengers by road for hire or reward or in the course of his industry, trade or business by means of a vehicle registered in the country concerned;

“**competent authority**” means—

- (a) for the Republic of Malawi, the Secretary for Transport and Civil Aviation; and
- (b) for the Republic of South Africa, the National Transport Commission; or
- (c) any other body or person designated for that purpose by either Party;

**“Joint Committee”** means the body established in terms of Article 8 of this Agreement;

**“Joint Route Management Committee”** means the body which may be established in terms of Article 4 (13) of this Agreement;

**“occasional international passenger service”** means the conveyance of passengers by road for reward or by means of a hired vehicle on a single occasion, but excluding cabotage;

**“passenger list”** means a document as set out in Annexure E;

**“regular international passenger service”** means a daily, weekly or monthly service to convey passengers by road for reward or by means of a hired vehicle along a specified route between a point or points in the territory of one Party and a point or points in the territory of the other Party either in accordance with predetermined timetables and tariffs as approved by the competent authority of the Party in whose territory the conveyance is authorised, or without predetermined timetables or tariffs but excluding cabotage;

**“vehicle”** means

- (a) in relation to passengers, any mechanically-propelled road vehicle which—
  - (i) is constructed or adapted for the conveyance of passengers;
  - (ii) has at least nine seats in addition to that of the driver; and
  - (iii) is registered in the territory of one Party and owned and operated by or on behalf of any carrier authorised in that territory to convey passengers and is temporarily imported into the territory of the other Party;
- (b) in relation to goods, any mechanically-propelled road vehicle which is—
  - (i) constructed or adapted for and used on the roads for the carriage of goods; and
  - (ii) registered in the territory of one Party and is temporarily imported into the territory of the other Party for the purpose of the international carriage of goods;

**“vehicle manifest”** means a document as set out in Annexure D,-or such other document as may be approved by the Joint Committee in terms of Article 5.

## ARTICLE 2

### *Cabotage*

- (1) Nothing in this Agreement shall be deemed to confer on a carrier of a Party the right of picking up or setting down in the territory of the other Party goods or passengers destined for or originating from another point in the territory of the other Party.
- (2) Nothing in this Agreement shall be deemed to confer on the carrier of a Party the right to carry goods or convey passengers between the territory of the other Party and a third state.

## ARTICLE 3

### *Effect of Agreement on Third Parties*

Nothing in this Agreement shall be deemed to confer the right on a third country carrier to carry goods or convey passengers between any point in the territory of one Party and any point in the territory of the other Party.

## CHAPTER II

## AUTHORIZATION OF CROSS-BORDER GOODS TRANSPORT

### ARTICLE 4

#### *Application for and Issuing of Permits/Joint Route Management Committee*

- (1) A carrier wishing to undertake the carriage of goods by road—
  - (a) between any point in the territory of a Party and any point in the territory of the other Party; or
  - (b) in transit across the territory of a Party;shall apply for a permit authorizing such carriage to the competent authority of the Party in whose territory the vehicle to be used for such carriage is registered in the manner prescribed in Annexure A.
- (2) A permit shall be issued by the competent authority of either Party in the form prescribed in Annexure B.
- (3) The competent authority of either Party may issue a permit which shall be valid for an unlimited amount of outward and return journeys over a period of one year.
- (4) In the case of an application for a permit as contemplated in sub-article (3)—
  - (a) the competent authority of a Party which is in receipt of an application for such a permit, shall prior to issuing a permit, forward such application to the competent authority of the other Party by fax or other quicker mode of submitting the application;
  - (b) the competent authority of the Party to which an application has been forwarded, shall notify the other competent authority within three weeks of dispatch of the application, whether or not it supports the issuing of a permit to the applicant and may make such other recommendations with regard to the application as it deems fit—Provided that the competent authority which has forwarded the application may, in the absence of a response from the other competent authority within three weeks of dispatch of such application, issue such permit after having enquired from the other competent authority whether it has any response.
- (5) The competent authority receiving an application for a permit shall duly consider such application and may refuse such application or grant it in part on the following grounds—
  - (a) where a carrier has failed to comply with conditions previously imposed upon him in terms of a permit;
  - (b) where a carrier has been found guilty of contravention of a road traffic or road transport nature for which such penalty as may from time to time be determined by the Joint Committee, has been imposed; or
  - (c) where the competent authorities have mutually agreed to limit the number of permits to be issued to their carriers or limit the number of journeys which may be undertaken in terms of a permit.
- (6) Notwithstanding the provisions of sub-article (3), the Joint Committee may—
  - (a) fix the number of permits which may be issued in terms of sub-article (3) to the carriers of each Party within any given period of time;
  - (b) determine the maximum number of outward and return journeys which a carrier may be authorized to undertake in respect of a permit issued in terms of sub-article (3); and/or

- (c) determine maximum periods for the validity of a permit other than those prescribed in this article, for permits issued in terms of this article.
- (7) A carrier who has been authorised to conduct the carriage of goods as contemplated in sub-article (1), shall not be required to obtain any additional authorization to undertake such carriage from the competent authority of the other Party.
- (8) A permit shall only be valid for the use of one vehicle.
- (9) A permit shall only be valid for use by the carrier to whom it was issued and shall not be transferable.
- (10) Nothing in this Article shall deprive a competent authority of its right to suspend or repeal a permit issued by it.
- (11) The following will be exempted from the permit requirement—
  - (a) the carriage of goods in vehicles of less than 3500 kilograms gross vehicle mass;
  - (b) the movement of unladen vehicles; and
  - (c) movement of breakdown vehicles or vehicles intended to replace a vehicle which has broken down.
- (12) The holder of a permit in respect of a vehicle which has been stolen, sold or scrapped, may apply for a replacement of the vehicle in the manner prescribed in Annexure C, provided that a competent authority of a Party receiving an application as contemplated in this article, may grant such application in whole or in part or refuse such application.
- (13) The Parties may establish a Joint Route Management Committee for a goods transport route between any point in the territory of one Party and any point in the territory of the other Party.
- (14) The Joint Route Management Committee shall comprise of representatives from—
  - (a) each Party;
  - (b) traffic and transport policing authorities from both Parties;
  - (c) carriers; and
  - (d) authorities representing provinces or municipal areas traversed by the route for which the Joint Route Management Committee is established.
- (15) The Joint Route Management Committee shall—
  - (a) determine the goods transport needs on the route;
  - (b) monitor the carriers on the route;
  - (c) promote effective law enforcement on the route;
  - (d) exchange all information pertaining to the route;
  - (e) address any issue pertaining to the route; and
  - (f) execute such other functions as may be determined from time to time by the Joint Committee.
- (16) The Joint Route Management Committee shall meet at least once a year or within six weeks of a request by any member made to the chairperson.
- (17) The Joint Committee shall—
  - (a) identify new routes for which Joint Route Management Committees may be established;

- (b) identify other participants or interest groups who may be approached to participate in a Joint Route Management Committee; and
- (c) determine the functions of the Joint Route Management Committee in addition to the functions listed in sub-article (15).

#### ARTICLE 5

##### *Vehicle Manifest*

A vehicle manifest shall be required for the carriage of goods as contemplated in this Agreement.

### CHAPTER III

#### AUTHORIZATION OF PASSENGER TRANSPORT

#### ARTICLE 6

##### *Application for and Issuing of Permits*

- (1) The provisions set out in sub-articles (1), (2), (5), (7), (8), (9), (10), (11) (b) and (c), (12), (13), (14), (15), (16) and (17) of Article 4 in respect of the carriage of goods shall *mutatis mutandis* apply to the conveyance of passengers.
- (2) The competent authority of either Party shall issue either a permit authorising the undertaking of a regular international passenger service or an occasional international passenger service in the form prescribed in Annexure B.
- (3) The competent authority of either Party may issue a permit authorising a regular international passenger service, which shall be valid for an unlimited number of outward and return journeys over a period of three months.
- (4) The competent authority of either Party may issue a permit, valid for 14 days, authorizing an occasional international passenger service.
- (5) The procedure specified in article 4 (4) in respect of the carriage of goods shall also apply to the application for a permit authorizing a regular international passenger service.
- (6) Notwithstanding the provisions of sub-articles (3) and (4), the Joint Committee may—
  - (a) fix the maximum number of permits which may be issued in terms of sub-article (3) to the carriers of each Party within any given period of time; and
  - (b) determine the maximum number of outward and return journeys which a carrier may be authorized to undertake in respect of a permit issued in terms of sub-article (3); and/or;
  - (c) determine maximum periods for the validity of permits other than those prescribed in this Article, for permits issued in terms of this Article.

#### ARTICLE 7

##### *Passenger Lists*

A passenger list shall be required for the conveyance of passengers as contemplated in this Agreement.

### CHAPTER IV

#### ADMINISTRATIVE MATTERS

## ARTICLE 8

### *Joint Committee*

- (1) A Joint Committee is hereby established, comprising representatives of each Party, which shall oversee the implementation and application of this Agreement.
- (2) The Joint Committee shall meet at least once a year or within six weeks after a written request has been made by either Party.
- (3) The Joint Committee shall deliberate on any issue arising from the implementation and application of this Agreement and in particular the issues referred to in Articles 12 and 13.

## ARTICLE 9

### *Dispute Resolution*

- (1) Any dispute, which may arise from the implementation and application of this Agreement, shall be settled amicably by the Joint Committee.
- (2) In the event of the Joint Committee failing to settle a dispute amicably, the dispute shall be referred to the Parties.

## ARTICLE 10

### *Collection and Exchange of Information and Registers*

- (1) The competent authority of each Party shall keep a register containing the information as set out in Annexure F.
- (2) Competent authorities shall exchange the information contained in the register referred to in sub-article (1) on a three-monthly basis.
- (3) For the purposes of collecting information as referred to in this Article, the Parties shall introduce measures to secure the return of all unused or expired permits by the holders thereof, including the vehicle manifests or passenger lists pertaining to such permits, as the case may be.

## ARTICLE 11

### *Administrative Capacity*

The Parties recognise the need to develop the capacity of competent authorities in respect of the management, information and administration of road transportation in order to implement this Agreement and undertake to develop such capacity.

## CHAPTER V

### TECHNICAL MATTERS

## ARTICLE 12

### *Vehicles and Drivers*

- (1) All vehicles used in the carriage of goods and conveyance of passengers shall be roadworthy and suitable for the transport operations for which they are licensed.
- (2) The registration and licensing of a vehicle in the territory of a Party shall be valid in the territory of the other without any further requirement or formality.
- (3) The licensing of a driver in the territory of a Party shall be valid in the territory of the other without any further requirement or formality.



- (4) Each Party shall introduce measures into its national laws or regulations to ensure that the carrier or his or her representative keeps the original permit, vehicle manifest, completed passenger list, certificate of fitness or roadworthy certificate and weighing certificate in the vehicle on every journey in the territory of a Party and that such documents are produced for inspection when required by any officer designated by the competent authority in that Party for that purpose.
- (5) Weighing certificates from checking points in the territory of a Party shall be valid in the territory of the other Party. Notwithstanding the provisions of this sub-article, the competent inspection authorities of the latter Party shall be entitled to inspect and weigh the load at any time.
- (6) Certificates of fitness or roadworthy certificates issued in the territory of a Party shall be valid in the territory of the other Party. Notwithstanding the provisions of this sub-article, the competent authority of the latter Party shall be entitled to check the vehicle's fitness or roadworthiness at any time.

## ARTICLE 13

### *Harmonization of Standards*

- (1) The Parties shall endeavour to harmonize standards in respect of vehicles and drivers in their respective countries in order to facilitate the carriage of goods or the conveyance of passengers between their respective territories.
- (2) The Joint Committee shall be competent to discuss all matters concerning the harmonization of standards contemplated in sub-article (1) and to make the necessary recommendations to achieve harmonization.

## CHAPTER VI

### ANCILLARY MATTERS

## ARTICLE 14

### *Ancillary Matters Affecting Road Transportation*

- (1) The Parties shall endeavour to—
  - (a) ensure the adoption of uniform measures with regard to issuing of commercial vehicle guarantees to facilitate the movement of cross-border transport;
  - (b) harmonize all taxes, fees or other charges of a transport nature levied by them in respect of each other's carriers and shall consider the abolition of such taxes, fees and other charges where appropriate; and
  - (c) recognise the need for their respective border posts to be operational during hours which will facilitate the movement of vehicles between their territories.
- (2) The issues referred to in sub-article (1) may be subject to the deliberations in the Joint Committee. Where appropriate, the Parties shall endeavour to secure the attendance at meetings of the Joint Committee of representatives of those authorities responsible for the matters referred to in sub-article (1).
- (3) In the case where a Party levies a tax, fee or other charge of a transport nature on the carriers of the other Party, the latter Party shall be entitled to impose, on a non-discriminatory basis, an equivalent tax, fee or charge on the carriers of such Party.

## ARTICLE 15

### *Ancillary Information*

The Parties may provide general information in respect of matters dealt with in Articles 12, 13 and 14 in an Annexure, and may update such Annexure as and when required.

## CHAPTER VII

### APPLICATION OF LEGISLATION AND INFRINGEMENTS

## ARTICLE 16

### *Non-derogation Clause*

The provisions of this Agreement shall not derogate from the application of the provisions of the municipal law imposing any restrictions and controls on the grounds of environmental protection, public health, road traffic, veterinary or phytopathological reasons or the dues chargeable by virtue of such laws and regulations of a Party.

## ARTICLE 17

### *Monitoring and Contraventions*

- (1) The Parties shall monitor all carriers of goods or passengers in their respective territories.
- (2) The Joint Committee shall determine the contraventions in respect of which the steps listed in sub-article (4) may be taken.
- (3) A Party shall notify the competent authority of the other Party where a carrier registered in the latter contravenes measures adopted by a Party in its domestic laws and regulations to give effect to the Agreement while in its territory.
- (4) Where a carrier has contravened measures adopted by a Party in its domestic laws that give effect to this Agreement, the competent authority of a Party shall, if requested by the competent authority of the Party in whose territory the contravention took place, take one of the following steps, depending on the gravity or frequency of the contravention—
  - (a) issue a written warning indicating that the permit required under this Agreement may be suspended or revoked, or that the carrier may be barred from obtaining a further permit;
  - (b) suspend or revoke the permit; or
  - (c) bar the carrier from obtaining further permits for a specified period not exceeding two years.
- (5) The competent authority of the Party in whose territory the contravention took place shall be informed of the measures taken in terms of sub-article (4).

## CHAPTER VIII

### FINAL PROVISIONS

## ARTICLE 18

### *Entering into Force, Amending and Termination of the Agreement*

- (1) This Agreement, including all the Annexures which form an integral part of it, shall enter into

force on a date to be determined by the Parties and confirmed by an exchange of diplomatic notes.

- (2) This Agreement shall remain in force until terminated by either Party by giving six months notice in writing to the other Party, provided that the obligations assumed by the Parties prior to the notice of termination shall, to the extent necessary survive the termination.
- (3) Annexures to this Agreement may be amended by mutual agreement of the Joint Committee and such amendments shall enter into force on a date to be agreed by the Joint Committee.
- (4) Should either Party consider it desirable to amend the text of this Agreement, other than the Annexures, it may request consultation between the Parties to begin within six weeks of the request.
- (5) Any amendment to this Agreement shall enter into force on a date to be determined by the Parties and confirmed through an Exchange of Notes.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed and sealed this Agreement in duplicate in the English language both texts being equally authentic.

DONE AT Johannesburg on this 3rd day of March One Thousand Nine Hundred and Ninety-Seven.

**S. R. MAHARAJ**

*For and on behalf of the Government of the Republic of South Africa*

**H. I. THOMPSON**

*For and on behalf of the Government of the Republic of Malawi*

## ANNEXURE A

### PERMIT APPLICATION FORM

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#### PARTICULARS OF APPLICANT

TRADE NAME \_\_\_\_\_  
IDENTITY NUMBER/  
BUSINESS REGISTER NO OF BODY \_\_\_\_\_  
SURNAME/NAME OF BODY \_\_\_\_\_  
INITIALS AND FIRST NAMES \_\_\_\_\_  
(Not more than 3) (If applicable)

	One-man bus	Partnership	Priv Co	Public Co	Close Corp	Other
TYPE OF BUSINESS	1	2	3	4	5	6

POSTAL ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
Postal  
Code \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_  
(If different from postal address)

TELEPHONE NUMBER DURING  
DAY (CONTACT PERSON)

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ADDRESS WHERE OFFICIAL  
CORRESPONDENCE MUST BE  
SERVED

Postal Address	Street Address
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**DECLARATION BY APPLICANT**

I, THE CARRIER/REPRESENTATIVE DECLARE THAT ALL THE PARTICULARS  
FURNISHED BY ME IN THIS FORM ARE TRUE AND CORRECT.

SIGNATURE

DATE

PLACE

---

**CHAIRMAN/MANAGING DIRECTOR/SENIOR PARTNER  
(IRO BODY OF PERSONS)**

IDENTITY NUMBER

---

TYPE OF IDENTITY DOCUMENT

Passport	ID-doc	Foreign ID	Other
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SURNAME

---

INITIALS AND FIRST NAMES

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(Not more than 3) (If applicable)

---

**PARTICULARS OF PERMIT**

TYPE OF TRANSPORT

1	Occasional international passenger service
2	Regular international passenger service (Please also complete annexure)
3	Goods Transport

PERMIT TYPE

One outward/ return journey	3 Months	12 Months	Other (If applicable)
--------------------------------	----------	-----------	--------------------------

REQUIRED FOR PERIOD  
STARTING

19	:	:
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Y M D

COUNTRY OF ORIGIN

DEPARTURE POINT

TRANSIT COUNTRY

COUNTRY OF DESTINATION

TOWN/CITY OF DESTINATION

**PARTICULARS OF VEHICLE(S)**

Attach multiples of this section in the event of an application for more than one vehicle for the same route/permit particulars.

MAKE

MAXIMUM NUMBER OF PASSENGERS

TARE

GROSS VEHICLE MASS

REGISTRATION NUMBER

CHASSIS NUMBER

EXPIRY DATE OF CERTIFICATE OF FITNESS

CERTIFICATE OF FITNESS NUMBER

**FOR OFFICE USE ONLY**

FEES PAID AND SERIAL NUMBER OF RECEIPT

R

and

--	--	--	--	--	--	--	--	--	--

DATE OF DATA ENTRY

19	:	:	:
Y		M	D

DATE OF DOCUMENTATION DISPATCHED/COLLECTED

19	:	:	:
Y		M	D

**CONSULTATION PROCEDURE**

COMMENT ON APPLICATION

(National Transport Commission - SA/Secretary of Transport and Civil Aviation – Malawi)

DATE OF DISPATCHED TO  
SECOND  
COMPETENT AUTHORITY

19	:	:	:
Y		M	D

.....

COMMENT ON APPLICATION

(Secretary of Transport and Civil Aviation – Malawi/National Transport Commission – SA)

DATE RECEIVED

19	:	:	:
Y		M	D

DATE DISPATCHED TO FIRST  
COMPETENT AUTHORITY

19	:	:	:
Y		M	D

To be completed in the case of an application to undertake a regular international passenger service.

**REGULAR INTERNATIONAL PASSENGER SERVICE**

ROUTE DESCRIPTION

DEPARTURE POINTS	INTERMEDIATE TRANSIT POINTS	BORDER POSTS	INTERMEDIATE TRANSIT POINTS	DESTINATION

Service frequency	Daily	Weekly	Fortnightly	Monthly	Other (Specify)
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**SCHEDULED PASSENGER SERVICE-TIME TABLE:**

DEPART DATES							RETURN DATES						
19							19						

19						
19						
19						
19						
19						
19						
19						

19						
19						
19						
19						
19						
19						
19						

Tariff per passengers kilometre

or

or

**ANNEXURE B  
PERMIT ISSUED**

The permit entitles the holder mentioned below to temporarily import the vehicle specified herein, subject to the terms and conditions of this permit, into the country specified herein for the purpose of carrying goods for hire or reward or in the course of his industry, trade or business.

**CARRIER PARTICULARS**

TRADE NAME

---

NAME

---

ID NUMBER

---

ADDRESS

---



---

**VEHICLE PARTICULARS**

REGISTRATION NUMBER

---

CHASSIS NUMBER

---

MAKE

---

TYPE OF VEHICLE

---



---

**PERMIT PARTICULARS**

TYPE OF TRANSPORT

---

NUMBER OF JOURNEYS

---

COUNTRY OF ORIGIN

DEPARTURE POINT	_____
TRANSIT COUNTRY	_____
DESTINATION POINT	_____
PERMIT DATE OF ISSUE	_____
PERMIT EXPIRY DATE	_____

THIS PERMIT AUTHORISES AND IS RESTRICTED TO THE CONVEYANCE AS SET OUT IN THE FOLLOWING CONDITIONS:

PERMIT SERIAL NUMBER/ISSUE NUMBER

DATE

ON BEHALF OF COMPETENT  
AUTHORITY

--

**STANDARD PERMIT CONDITIONS**

This Permit is issued in terms of the Agreements on Road Transportation between the Government of the Republic of South Africa and the Government of the Republic of Malawi. The following standard conditions apply to a permit:

1. A permit shall be valid for the use of one vehicle at one time.
2. A permit shall be used only by the authorized carrier to whom it is issued and shall not be transferable.
3. The original permit, passenger list or vehicle manifest, as the case may be, shall be carried on the vehicle and, on demand, shall be shown to the appropriate authority.
4. A carrier of one Party shall not carry goods or convey passengers between two points in the territory of other Party or between points in the territory of the latter Party and a third state.
5. Transport operations undertaken in terms of the authority of this permit shall be subject to the application of restrictions and control imposed under the municipal of the respective states on grounds of environmental protection, public health, road traffic or of veterinary or phytopathological reasons or the levying of dues chargeable by virtue of such law of the country of a Party.
6. All vehicles used in terms of this permit shall be suitable and roadworthy for the transport operations for which they are licensed.
7. A weighing certificate from checking points in the territory of one Party shall be valid in the territory of the other Party. This shall not, however, prevent the weighing and checking of the load by the competent inspection authorities at any time.
8. A certificate of roadworthiness or fitness issued in the territory of one Party shall be valid in the territory of the other Party. This shall not, however, prevent the checking of a vehicle's roadworthiness or fitness by the competent inspection authorities at any time.

**PERMIT ISSUED**

**REGULAR INTERNATIONAL PASSENGER SERVICE**

ROUTE DESCRIPTION

DEPARTURE POINTS	INTERMEDIATE TRANSIT POINTS	BORDER POSTS	INTERMEDIATE TRANSIT POINTS	DESTINATION




Service frequency:

**SCHEDULED PASSENGER SERVICE-TIME TABLE:**

**DEPART DATES**

19						
19						
19						
19						
19						
19						

**RETURN DATES**

19						
19						
19						
19						
19						
19						

Tariff per passengers kilometre  or  or

PERMIT SERIAL NUMBER/ISSUE NUMBER

DATE

ON BEHALF OF COMPETENT AUTHORITY

**ANNEXURE C**

**REPLACEMENT OF VEHICLE**

**PARTICULARS OF APPLICANT**

SERIAL NUMBER OF ORIGINAL PERMIT \_\_\_\_\_

TRADE NAME \_\_\_\_\_

IDENTITY NUMBER/  
BUSINESS REGISTER NO OF  
BODY \_\_\_\_\_

SURNAME/NAME OF BODY \_\_\_\_\_

INITIALS AND FIRST NAMES  
(Not more than 3) (If applicable) \_\_\_\_\_

One-man bus	Partnership	Priv Co	Public Co	Close Corp	Other
----------------	-------------	---------	-----------	---------------	-------

TYPE OF BUSINESS	1	2	3	4	5	6
------------------	---	---	---	---	---	---

POSTAL ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Postal Code \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_  
 (If different from postal address) \_\_\_\_\_  
 \_\_\_\_\_

TELEPHONE NUMBER DURING \_\_\_\_\_  
 DAY (CONTACT PERSON) \_\_\_\_\_  
 \_\_\_\_\_

ADDRESS WHERE OFFICIAL \_\_\_\_\_  
 CORRESPONDENCE MUST BE \_\_\_\_\_  
 SERVED

Postal Address	Street Address
----------------	----------------

---

**DECLARATION BY APPLICANT**

I, THE CARRIER/REPRESENTATIVE DECLARE THAT ALL THE PARTICULARS FURNISHED BY ME IN THIS FORM ARE TRUE AND CORRECT.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PLACE \_\_\_\_\_

---

**PARTICULARS OF REPLACEMENT VEHICLE(S)**

MAKE \_\_\_\_\_

MAXIMUM NUMBER OF PASSENGERS \_\_\_\_\_

TARE \_\_\_\_\_

GROSS VEHICLE MASS \_\_\_\_\_

REGISTRATION NUMBER \_\_\_\_\_

CHASSIS NUMBER \_\_\_\_\_

EXPIRY DATE OF CERTIFICATE OF FITNESS \_\_\_\_\_

CERTIFICATE OF FITNESS NUMBER \_\_\_\_\_

**ANNEXURE D  
 VEHICLE MANIFEST**

*COMPLETE IN PRINT*

NAME OF PERMIT HOLDER \_\_\_\_\_

PERMIT NUMBER \_\_\_\_\_

JOURNEY NUMBER I.T.O.

PERMIT \_\_\_\_\_

OUTWARD

RETURN

VEHICLE REGISTRATION NUMBER \_\_\_\_\_

ROUTE DESCRIPTION

DEPARTURE POINTS	INTERMEDIATE TRANSIT POINTS	BORDER POSTS	INTERMEDIATE TRANSIT POINTS	DESTINATION

DESCRIPTION OF GOODS CARRIED, AS DECLARED BY SENDER

CATEGORY OF GOODS <sup>1</sup>	MASS (kgs)	CATEGORY OF GOODS	MASS (kgs)

ISSUED BY			BORDER POST DATE STAMP
_____	_____	_____	
NAME	SIGNATURE	DATE	

<sup>1</sup> Insert the goods code as indicated in the attached annexure (eg. A/3, K/50 etc).

Please attach multiples of this form in the event of lack of space for information on the description of goods.

**CATEGORIES OF GOODS**

**A. LIVE ANIMALS, ANIMAL PRODUCTS**

1. Live animals

2. Meat and edible meat offal
3. Fish and crustaceans, molluscs and other aquatic invertebrates
4. Dairy products, birds' eggs, natural honey, edible products of animal origin, not elsewhere specified or included
5. Products of animal origin, not elsewhere specified or included

#### B. VEGETABLE PRODUCTS

6. Live trees and other plants, bulbs, roots and the like, cut flowers and ornamental foliage
7. Edible vegetables and certain roots and tubers
8. Edible fruit and nuts, peel of citrus fruit or melons
9. Tea, coffee, maté and spices
10. Cereals
11. Products of the milling industry, malt, starches, insulin, wheat gluten
12. Oil seeds and oleaginous fruits, miscellaneous grains, seeds and fruits, industrial or medicinal plants, straw and fodder
13. Lac, gums, resins and other vegetable saps and extracts
14. Vegetable plaiting materials, vegetable products not elsewhere specified or included

#### C. ANIMAL OR VEGETABLE FATS AND OILS AND THEIR CLEAVAGE PRODUCTS, PREPARED EDIBLE FATS, ANIMAL OR VEGETABLE WAXES

15. Animal or vegetable fats and oils and their cleavage products, prepared edible fats, animal or vegetable waxes

#### D. PREPARED FOODSTUFFS, BEVERAGES, SPIRITS AND VINEGAR, TOBACCO AND MANUFACTURED TOBACCO SUBSTITUTES

16. Preparations of meat, of fish or of crustaceans, molluscs or other aquatic invertebrates
17. Sugars and sugar confectionery
18. Cacao and cacao preparations
19. Preparations of cereals, flour, starch or milk, bakers' wares
20. Preparations of vegetables, fruit, nuts or other parts of plants
21. Miscellaneous edible preparations
22. Beverages, spirits and vinegar
23. Prepared animal feed, residues and waste from food industries
24. Tobacco prepared and manufactured tobacco substitutes

#### E. MINERAL PRODUCTS

25. Salt, sulphur, earths and stone, plastering materials, lime and cement
26. Ores, slag and ash
27. Mineral fuels, mineral oils and products of their distillation, bituminous substances, mineral waxes

#### F. PRODUCTS OF THE CHEMICAL OR ALLIED INDUSTRIES

28. Inorganic chemicals, organic and inorganic compounds of precious metals, or rare-earth metals, or radioactive elements and isotopes
  29. Organic chemicals
  30. Pharmaceutical products
  31. Fertilisers
  32. Tanning or dyeing extracts, tannins and their derivatives, dyes, pigments and other colouring matter, paints and varnishes, putty and other mastics, ink
  33. Essential oils and resinoids, perfumery, cosmetic and toilet preparations
  34. Soap, organic surface-active agents, washing preparations, lubricating preparations, artificial waxes, prepared waxes, polishing or scouring preparations, candles and similar articles, modelling pastes, "dental waxes" and dental preparations with a basis of plaster
  35. Albuminoidal substances, modified starches, glues, enzymes
  36. Explosives, pyrotechnic products, matches, pyrophoric alloys, certain combustible preparations
  37. Photographic films and materials
  38. Miscellaneous chemical products
- G. PLASTICS AND ARTICLES THEREOF
39. Plastics and articles thereof
  40. Rubber and articles thereof
- H. RAW HIDES AND SKINS, LEATHER, FURSKINS AND ARTICLES THEREOF, SADDLERY AND HARNESS, TRAVEL ARTICLES, HANDBAGS AND SIMILAR CONTAINERS, ARTICLES OF ANIMAL GUT (OTHER THAN SILKWORM GUT)
41. Raw hides and skins (other than furskin) and leather
  42. Articles of leather, saddlery and harness, travel articles, handbags and similar containers, articles of animal gut (other than silkworm gut)
  43. Furskins and artificial fur, manufactures thereof
- I. WOOD AND ARTICLES OF WOOD, WOOD CHARCOAL, CORK AND ARTICLES OF CORK, MANUFACTURES OF STRAW, OF ESPARTO OR OF OTHER PLAITING MATERIALS, BASKETWARE AND WICKERWORK
44. Wood and articles of wood, wood charcoal
  45. Cork and articles of cork
  46. Manufactures of straw, of esparto or of other plaiting materials, basketware and wickerwork
- J. PULP OF WOOD OR OTHER FIBROUS CELLULOSIC MATERIAL, WASTE AND SCRAP OF PAPER OR PAPERBOARD, PAPER AND PAPERBOARD AND ARTICLES THEREOF
47. Pulp of wood or other fibrous cellulosic material, waste and scrap of paper or paperboard
  48. Paper and paperboard, and articles of paper pulp or of paperboard
  49. Printed books, newspapers, pictures and other products of the printing industry, manuscripts, typescripts and plans
- K. TEXTILES AND TEXTILE ARTICLES
50. Silk

51. Wool, fine or coarse animal hair, horsehair yarn and woven fabric
52. Cotton
53. Other vegetable textile fibres, paper yarn and woven fabric of paper yarn
54. Man-made filaments
55. Man-made staple fibres
56. Wadding, felt and nonwovens, special yarns, twine, cordage, ropes and cables and articles thereof
57. Carpets and other textile floor coverings
58. Special woven fabrics, tufted textile fabrics, lace, tapestries, trimmings, embroidery
59. Impregnated, coated, covered or laminated textile fabrics, textile articles of a kind suitable for industrial use
60. Knitted or crocheted fabrics
61. Articles of apparel and clothing accessories, knitted or crocheted
62. Articles of apparel and clothing accessories, not knitted or crocheted
63. Other made up textile articles, sets, worn clothing and worn textile articles, rags
- L. FOOTWEAR, HEADGEAR, UMBRELLAS, SUN UMBRELLAS, WALKING STICKS, WHIPS, RIDING-CROPS AND PARTS THEREOF, PREPARED FEATHERS AND ARTICLES MADE THEREWITH, ARTIFICIAL FLOWERS, ARTICLES OF HUMAN HAIR
64. Footwear, gaiters and the like, parts of such articles
65. Headgear and parts thereof
66. Umbrellas, sun umbrellas, walking sticks, seat-sticks, whips, riding-crops and parts thereof
67. Prepared feathers and down and articles made of feathers or of down, artificial flowers articles of human hair
- M. ARTICLES OF STONE, PLASTER, CEMENT, ASBESTOS, MICA OR SIMILAR MATERIALS, CERAMIC PRODUCTS, GLASS AND GLASSWARE
68. Articles of stone, plaster, cement, asbestos, mica or similar materials
69. Ceramic products
70. Glass and glassware
- N. NATURAL OR CULTURED PEARLS, PRECIOUS OR SEMI-PRECIOUS STONES, PRECIOUS METALS, METALS CLAD WITH PRECIOUS METAL AND ARTICLES THEREOF, IMITATION JEWELLERY, COIN
71. Natural or cultured pearls, precious or semi-precious stones, precious metals, metals clad with precious metal and articles thereof, imitation jewellery, coin
- O. BASE METALS AND ARTICLES OF BASE METAL
72. Iron and steel
73. Articles of iron and steel
74. Copper and articles thereof
75. Nickel and articles thereof
76. Aluminium and articles thereof

- 77. Reserved for possible future use
- 78. Lead and articles thereof
- 79. Zinc and articles thereof
- 80. Tin and articles thereof
- 81. Other base metals, cements, articles thereof
- 82. Tools, implements, cutlery, spoons and forks of base metal, parts thereof of base metal
- 83. Miscellaneous articles and base metal
- P. MACHINERY AND MECHANICAL APPLIANCES, ELECTRICAL EQUIPMENT, PARTS THEREOF, SOUND RECORDERS AND REPRODUCERS, TELEVISION IMAGE AND SOUND RECORDERS AND REPRODUCERS, AND PARTS AND ACCESSORIES OF SUCH ARTICLES
- 84. Nuclear reactors, boilers, machinery and mechanical appliances, parts thereof
- 85. Electrical machinery and equipment and parts thereof, sound recorders and reproducers, television image and sound recorders and reproducers, and parts and accessories of such articles
- Q. VEHICLES, AIRCRAFT, VESSELS AND ASSOCIATED TRANSPORT EQUIPMENT
- 86. Railway or tramway locomotives, rolling stock and parts thereof, railway or tramway track fixtures and fittings and parts thereof, mechanical (including electro-mechanical) traffic signalling equipment of all kinds
- 87. Vehicles other than railway or tramway rolling stock, and parts or accessories thereof
- 88. Aircraft, spacecraft and parts thereof
- 89. Ships, boats and floating structures
- R. OPTICAL, PHOTOGRAPHIC, CINEMATOGRAPHIC, MEASURING, CHECKING, PRECISION, MEDICAL AND SURGICAL INSTRUMENTS AND APPARATUS, CLOCKS AND WATCHES, MUSICAL INSTRUMENTS, PARTS AND ACCESSORIES THEREOF
- 90. Optical, photographic, cinematographic, measuring, checking, precision, medical and surgical instruments and apparatus, parts and accessories thereof.
- 91. Clocks and watches and parts thereof.
- 92. Musical instruments, parts and accessories of such articles
- S. ARMS AND AMMUNITION, PARTS AND ACCESSORIES THEREOF
- 93. Arms and ammunition, parts and accessories thereof
- T. MISCELLANEOUS MANUFACTURES ARTICLES
- 94. Furniture, bedding, mattresses, mattress supports, cushions and similar stuffed furnishings, lamps and lighting fittings, not elsewhere specified or included, illuminated signs, illuminated nameplates and the like, prefabricated buildings
- 95. Toys, games and sports equipment, parts and accessories thereof
- 96. Miscellaneous manufactured articles

**ANNEXURE E**  
**PASSENGER LIST**

COMPLETE IN PRINT

NAME OF PERMIT HOLDER \_\_\_\_\_  
PERMIT NUMBER \_\_\_\_\_  
TYPE OF SERVICE PROVIDED \_\_\_\_\_  
JOURNEY NUMBER I.T.O.  
PERMIT \_\_\_\_\_  
VEHICLE REGISTRATION  
NUMBER \_\_\_\_\_  
NUMBER OF PASSENGERS \_\_\_\_\_

**PARTICULARS OF PASSENGERS**

	Name	Nationality	Passport Number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

ORIGIN OF JOURNEY \_\_\_\_\_  
DESTINATION OF JOURNEY \_\_\_\_\_

ISSUED BY	
_____ NAME                      SIGNATURE                      DATE	BORDER POST DATE STAMP



## **ANNEXURE F**

### **REGISTERS TO BE KEPT**

INFORMATION TO BE INCLUDED IN REGISTER:

PERMIT TYPE

PERMIT SERIAL NUMBER

DATE OF ISSUE

NAME OF THE CARRIER TO WHOM ISSUED

VEHICLE DETAILS:

– REGISTRATION NUMBER

– MAKE

– GROSS PERMITTED WEIGHT OR MAXIMUM NUMBER OF PASSENGERS

WEIGHT AND TYPE OF CARGO

QUARTERLY SUMMARIES OF PERMITS OF EACH TYPE USED

ROAD TRAFFIC AND TRANSPORTATION OFFENCES AND PENALTIES

## **SCHEDULE C**

### **BILATERAL ROAD TRANSPORT AGREEMENTS**

[Schedule C added by Proclamation No. R.32 of 1998.]

### **BILATERAL AGREEMENT ON THE CARRIAGE OF GOODS BY ROAD BETWEEN SOUTH AFRICA AND MOZAMBIQUE**

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**BILATERAL AGREEMENT ON THE CARRIAGE OF GOODS BY ROAD BETWEEN  
SOUTH AFRICA AND MOZAMBIQUE**

**PREAMBLE**

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE (HEREINAFTER REFERRED TO AS THE “PARTIES” AND IN THE SINGULAR AS THE “PARTY”);

**WISHING** TO ESTABLISH THE GENERAL TERMS AND CONDITIONS FOR THE DEVELOPMENT OF THE CARRIAGE OF GOODS BY ROAD BETWEEN THEIR TERRITORIES;

**DESIRING** TO STRENGTHEN THEIR ECONOMIC AND COMMERCIAL RELATIONS IN THE SPIRIT OF CO-OPERATION AND FRIENDSHIP;

**WISHING** TO PROMOTE AND FACILITATE CROSS-BORDER ROAD GOODS SERVICES BETWEEN AND IN TRANSIT THROUGH THEIR RESPECTIVE TERRITORIES;

**WISHING** TO PROVIDE ACCESS FOR THE CARRIERS OF THEIR RESPECTIVE COUNTRIES TO THE TERRITORIES OF BOTH COUNTRIES ON THE BASIS OF RECIPROCITY;

**DESIRING** TO PROMOTE FAIR AND EQUAL TREATMENT FOR THEIR CARRIERS;

**DESIRING** TO SIMPLIFY EXISTING ADMINISTRATIVE REQUIREMENTS IN THE INTEREST OF ROAD TRANSPORTATION BETWEEN THE TWO COUNTRIES;

**RECOGNISING** THE DEVELOPMENTAL NEEDS OF THE TRANSPORT INDUSTRIES IN THE TERRITORIES OF BOTH COUNTRIES;

**RECOGNISING** THE OBJECTIVES AND AIMS OF THE REGIONAL STRUCTURES OF WHICH THE CONTRACTING PARTIES ARE MEMBERS;

**NOTING** ALL THE AGREEMENTS IN PLACE BETWEEN THEM RESPECTIVELY AND OTHER COUNTRIES;

**HEREBY AGREE AS FOLLOWS:**

ARTICLE 1

*Definitions*

In this Agreement, unless inconsistent with the context—

- (a) **“agreement”** means this Agreement and any annexure, amendment or extension attached which form an integral part of this Agreement;
- (b) **“carrier”** means any inhabitant of South Africa or Mozambique or any legal person registered in South Africa or Mozambique and engaging in the carriage of goods by road for hire or reward or in the course of his industry, trade or business by means of a vehicle registered in South Africa or Mozambique and duly authorised for this purpose in terms of this Agreement;
- (c) **“competent authority”** means—

- (i) for South Africa, the National Transport Commission; and
- (ii) for Mozambique, the National Director responsible for Road Transport; or
- (iii) any other body or person designated for that purpose by one of the Parties;
- (d) **“Joint Committee”** means the body established in terms of Article 2 of the Agreement, comprising of representatives of each Party;
- (e) **“Joint Route Management Committee”** means the body which may be established in terms of Article 6 of the Agreement;
- (f) **“vehicle”** means any mechanically-propelled road vehicle which is—
  - (aa) constructed or adapted for and used on the roads for the carriage of goods; and
  - (bb) registered in the territory of one Party and is temporarily imported into the territory of another Party for the purpose of the international carriage of goods for delivered at or collection from any point in or in transit through the latter territory; and
- (g) **“vehicle manifest”** means a document as set out in Annexure D

## ARTICLE 2

### *Establishment and Functions of a Joint Committee*

1. The implementation and application of this Agreement shall be supervised by the Joint Committee comprising representatives of each Party which shall include representatives from the transport and customs and excise authorities of each Party.
2. The Joint Committee shall—
  - (a) monitor the progress towards implementing the provisions of this Agreement;
  - (b) identify routes for which Joint Route Management Committees shall be established and submit proposals in this regard to the respective competent authorities for approval;
  - (c) deliberate on any issue arising from the implementation and application of this Agreement and in particular the issues referred to in Articles 4 (5), 6 (3) (g), 10, 11 (2), 13 (3) and 14 (2); and
  - (d) assist in settling amicably any dispute which may arise from the implementation and application of this Agreement.
3. The Joint Committee shall meet at least once a year, or within six weeks after a written request has been made by either Party.

## ARTICLE 3

### *Cabotage*

1. Nothing in this Agreement shall be deemed to confer on a carrier of one Party the right of picking up or setting down in the territory of the other Party goods destined for or originating from another point in the territory of the other Party.
2. Nothing in this Agreement shall be deemed to confer on the carrier of one Party the right to carry goods from the territory of the other Party to that of a third country and back.
3. Nothing in this Agreement shall be deemed to confer the right on a third country carrier to carry goods between any point in the territory of one Party and any point in the territory of the other

Party.

#### ARTICLE 4

##### *Application and Authorization of Cross-Border Goods Transport*

1. A carrier wishing to undertake the carriage of goods by road—
  - (a) between any point in the territory of one Party and any point in the territory of the other Party; and
  - (b) in transit across the territory of a Party;shall apply to the competent authority of the Party in whose territory the vehicle to be used for such carriage is registered for a permit authorizing such carriage in the manner prescribed in Annexure A.
2. A permit shall be issued by the competent authority of either Party in the form prescribed in Annexure B.
3. The competent authority of either Party may issue the following permits—
  - (a) a permit which shall be valid for one outward and return journey;
  - (b) a permit which shall be valid for an unlimited amount of outward and return journeys over a period of three months; and
  - (c) a permit which shall be valid for an unlimited amount of outward and return journeys over a period of one year.
4. In the case of an application for a permit as contemplated in sub-article (3) (c)—
  - (a) the competent authority of a Party which is in receipt of an application for such a permit, shall prior to issuing a permit, forward such application to the competent authority of the other Party;
  - (b) the competent authority of the Party to which an application has been forwarded, shall notify the other competent authority within three weeks of dispatch of the application, whether or not it supports the issuing of a permit to the applicant and may make such other recommendations with regard to the application as it deems fit; and
  - (c) the competent authority of the Party which forwarded an application may, in the absence of the response from the competent authority of the Party to which an application has been forwarded, within three weeks of dispatch of such application, issue such permit inter having enquired telephonically or by facsimile from the other competent authority whether it has any response.
5. Notwithstanding the provisions of Article 4 (3), the Joint Committee may—
  - (a) fix the maximum number of permits which may be issued in terms of Article 4 (3) to the carriers of each Party;
  - (b) determine the maximum number of outward and return journeys which a carrier may be authorised to undertake in respect of a permit issued in terms of Article 4(3); and
  - (c) determine other maximum periods for the validity of permits other than those prescribed by Article 4.
6. A carrier who has been authorized to conduct the carriage of goods as contemplated in sub-article (1), shall not be required to obtain any additional authorization to undertake such carriage from the competent authority of the other Party.
7. A permit shall be valid for the use of one vehicle.

8. A permit shall only be valid for use by the carrier to whom it was issued and shall not be transferable.
9. Nothing in this Article shall deprive a competent authority of its right to suspend or repeal a permit issued by it.
10. The following will be exempted from the permit requirement for the carriage of goods—
  - (a) the movement of unladen vehicles; and
  - (b) movement of breakdown vehicles or vehicles intended to replace a vehicle which has broken down.
11. The holder of a permit in respect of a vehicle which has been stolen, sold or scrapped, may apply for a replacement of the vehicle in the manner prescribed in Annexure C, provided that a competent authority of a Party receiving an application as contemplated in this Article, may grant such application in whole or in part or refuse such application and provided there is no legal constraint in this regard in the country where the application is made.

## ARTICLE 5

### *Vehicle Manifest and Customs Documentation*

1. The following documentation shall be required for the carriage of goods as contemplated in this Agreement—
  - (a) a vehicle manifest as set out in Annexure D;
  - (b) any appropriate customs documentation as specified by the Parties from time to time such as a cargo manifest and bills of lading; and
  - (c) a spare parts list.
2. A carrier shall be deemed to be fully aware of the type of goods carried on the vehicle unless it is proved that such goods were transported without his knowledge of permission.

## ARTICLE 6

### *Establishment and Functions of a Joint Route Management Committee*

1. The Parties may establish Joint Route Management Committees for freight transport routes between any point in the territory of one Party and any point in the territory of the other Party; provided that such routes traverse border-posts and customs terminals designated from time to time by the Parties.
2. The Joint Route Management Committee may comprise representatives of—
  - (a) competent authorities from the Parties;
  - (b) customs and excise authorities from the Parties;
  - (c) road traffic policing authorities and road transport inspectorates from the Parties;
  - (d) carriers;
  - (e) provincial and local authorities on the route for which a Joint Route Management Committee is established; and
  - (f) any interested party identified by the Joint Committee.
3. The Joint Route Management Committee shall—
  - (a) exchange all information pertaining to the route;
  - (b) determine the goods transport needs on the route;

- (c) address any issue pertaining to the route;
  - (d) monitor the carriers on the route;
  - (e) promote effective law enforcement on the route;
  - (f) co-operate and consult with all authorities, bodies or institutions who have an interest in or jurisdiction with regard to any route; and
  - (g) execute such other functions as may be determined from time to time by the Joint Committee.
4. The Joint Route Management Committee shall meet at least twice a year or as soon as possible after a verbal request has been made to the chairperson.

## **ADMINISTRATIVE MATTERS**

### ARTICLE 7

#### *Exchange of Information and Registers*

1. The competent authority of each Party shall keep a register containing the information as set out in Annexure E.
2. Competent authorities shall regularly provide each other with the information contained in the register envisaged in sub-article (1) at each meeting of the Joint Committee, collected on a three-monthly basis.
3. For the purposes of this Article, the Parties shall introduce measures to secure the return of all unused or expired permits by the holders thereof, including the vehicle manifests pertaining to such permits.

### ARTICLE 8

#### *Administrative Capacity*

1. The Parties recognise the need to develop the capacity of competent authorities in respect of the management, information and administration of road transportation in order to implement this Agreement and are committed to develop such capacity.

## **TECHNICAL MATTERS**

### ARTICLE 9

#### *Vehicles*

1. All vehicles used in the carriage of goods shall be roadworthy and suitable for the transport operations for which they are licensed.
2. All vehicles used in the carriage of goods under customs seal shall be constructed and equipped in such a manner that—
  - (a) the customs seal can be simply and effectively affixed thereto;
  - (b) no goods can be removed from or introduced into the sealed part of the vehicle without obvious damage to it or without breaking the seal; and
  - (c) it contains no concealed spaces where goods may be hidden.
3. The registration and licensing of a vehicle in the territory of one Party shall be valid in the territory of the other without any further requirement or formality, subject to the condition that such a vehicle fulfils the requirements established in sub-article (2) above.
4. The original permit, vehicle manifest, certificate of fitness and weighing certificate are subject to

inspection by customs authorities and shall be kept in the vehicle on every journey in the territory of a Party and shall be produced for inspection when required by any officer designated by the competent authority in that Party for that purpose.

5. Weighing certificates from checking points in the territory of one Party shall be valid in the territory of the other Party. Notwithstanding the provisions of this sub-article, the competent inspection authorities of the latter Party shall be entitled to inspect and weigh the load at any time.
6. Certificates of fitness issued in the territory of one Party shall be valid in the territory of the other Party. Notwithstanding the provisions of this sub-article, the competent authority of the other Party may check the vehicle's fitness or roadworthiness at any time.

## ARTICLE 10

### *Harmonization of Standards*

1. The Parties shall endeavour to harmonize standards in respect of vehicles and drivers in their respective countries in order to facilitate the carriage of goods between their respective territories.
2. The Parties shall endeavour to harmonize the sealing and waxing systems for vehicles licensed for the carriage of goods in order to ensure that the loaded vehicles arrive at the inspection points at the border inspected and sealed so as to allow the sealing of the vehicle without any further inspection.
3. The Joint Committee shall be competent to discuss all matters concerning the harmonization of standards contemplated in sub-articles (1) to (2) and to make the necessary recommendations to achieve harmonization.

## ARTICLE 11

### *Ancillary Matters*

1. The Parties shall endeavour to—
  - (a) ensure the adoption of uniform measures with regard to issuing of commercial vehicle guarantees to facilitate the movement of cross-border transport;
  - (b) harmonize all taxes, fees or other charges of a transport nature levied by them in respect of each other's carriers and shall consider the abolition of such taxes, fees and other charges where appropriate;
  - (c) harmonize the requirements related to compulsory vehicle insurance against third parties laid down in their respective norms in order to facilitate the required standardised requirements licensing vehicles for carriage of goods between their territories;
  - (d) facilitate the speedy movement of goods through border-posts by, amongst others, providing for the inspection and pre-clearance of goods at designated customs terminals; and
  - (e) recognise the need for their respective border posts to be operational during hours which will facilitate the movement of vehicles between their territories.
2. The issues referred to in sub-article (1) may be subject to the deliberations in the Joint Committee. Where appropriate, the Parties shall endeavour to secure the attendance at meetings of the Joint Committee of representatives of those authorities responsible for the matters referred to in sub-article (1).
3. In the case where a Party levies a tax, fee or other charge of a transport nature on the carriers of the other Party, the latter Party may impose, on a non-discriminatory basis, an equivalent toll fee

or charge on the carriers of such Party.

## ARTICLE 12

### *Application of Legislation*

1. The provisions of this Agreement shall not derogate from the application of the provisions of national laws and regulations, including customs legislation, imposing any restrictions and controls on the grounds of environmental protection, public health, road traffic, veterinary or phytopathological reasons or the dues chargeable by virtue of such laws and regulations of a Party.

## ARTICLE 13

### *Law Enforcement*

1. The Parties recognize the need for efficient law enforcement in support of effective implementation of this Agreement and, to this end, shall, amongst others, co-operate to promote effective prosecution of any person who contravenes the provisions of this Agreement.
2. Where a carrier contravenes the provisions of this Agreement, the competent authority of a Party shall, if requested by the competent authority of the Party in whose territory the contravention took place, take one of the following steps, depending on the gravity or frequency of the contravention—
  - (a) issue a written warning indicating that the permit may be suspended or revoked, or that the carrier may be barred from obtaining further permits;
  - (b) suspend or revoke the permit; or
  - (c) bar the carrier from obtaining further permits, either for a specified period or indefinitely.
3. The Joint Committee shall determine the contravention in respect of which the steps listed in sub-article (2) may be taken.
4. The competent authority of the Party in whose territory the contravention took place shall be informed of the measures taken in terms of sub-article (2).

## ARTICLE 14

### *Final Provisions*

1. This Agreement, including all the Annexures which form an integral part of it, shall enter into force on a date to be determined by the Parties and confirmed by an exchange of diplomatic notes and shall remain in force for an indefinite period.
2. The Agreement may be amended in terms of a decision by the Joint Committee to be confirmed by an Exchange of Notes.
3. This Agreement may be terminated by either Party giving six months' notice of termination to the other through the diplomatic channel.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed and sealed these presents in duplicate in the English and Portuguese languages both texts being equally authentic.

DONE AT Maputo on this 5th day of May One Thousand Nine Hundred and Ninety-Seven.

**S. R. MAHARAJ**

*For and on behalf of the Government of the Republic of South Africa*



**P. MUXANGA**

*For and on behalf of the Government of the Republic of Mozambique*

**ANNEXURE A**  
**PERMIT APPLICATION FORM**  
**(Carriage of Goods)**

---

**PARTICULARS OF APPLICANT**

TRADE NAME \_\_\_\_\_  
IDENTITY NUMBER/  
BUSINESS REGISTER NO OF BODY \_\_\_\_\_  
SURNAME/NAME OF BODY \_\_\_\_\_  
INITIALS AND FIRST NAMES \_\_\_\_\_  
(Not more than 3) (If applicable)

	One-man bus	Partnership	Priv Co	Public Co	Close Corp	Other
TYPE OF BUSINESS	1	2	3	4	5	6

POSTAL ADDRESS \_\_\_\_\_  
\_\_\_\_\_ Postal  
Code \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_  
(If different from postal address) \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER DURING \_\_\_\_\_  
DAY (CONTACT PERSON) \_\_\_\_\_

ADDRESS WHERE OFFICIAL  
CORRESPONDENCE MUST BE  
SERVED

Postal Address	Street Address
----------------	----------------

---

**DECLARATION BY APPLICANT**

I, THE CARRIER/REPRESENTATIVE DECLARE THAT ALL THE PARTICULARS  
FURNISHED BY ME IN THIS FORM ARE TRUE AND CORRECT.

SIGNATURE

DATE

PLACE

---

**CHAIRMAN/MANAGING DIRECTOR/SENIOR PARTNER  
(IRO BODY OF PERSONS)**

IDENTITY NUMBER \_\_\_\_\_

TYPE OF IDENTITY DOCUMENT

Passport	ID-doc	Foreign ID	Other
----------	--------	------------	-------

SURNAME \_\_\_\_\_

INITIALS AND FIRST NAMES \_\_\_\_\_

(Not more than 3) (If applicable)

---

**PARTICULARS OF PERMIT**

PERMIT TYPE

One outward/ return journey	3 Months	12 Months	Other (If applicable)
--------------------------------	----------	-----------	--------------------------

REQUIRED FOR PERIOD  
STARTING

19	:	:
----	---	---

Y

M

D

COUNTRY OF ORIGIN \_\_\_\_\_

DEPARTURE POINT \_\_\_\_\_

TRANSIT COUNTRY \_\_\_\_\_

COUNTRY OF DESTINATION \_\_\_\_\_

TOWN/CITY OF DESTINATION \_\_\_\_\_

---

**PARTICULARS OF VEHICLE(S)**

Attach multiples of this section in the event of an application for more than one vehicle for the same route/permit particulars.

MAKE \_\_\_\_\_

MAXIMUM NUMBER OF  
PASSENGERS \_\_\_\_\_

TARE \_\_\_\_\_

GROSS VEHICLE MASS \_\_\_\_\_

REGISTRATION NUMBER \_\_\_\_\_

CHASSIS NUMBER \_\_\_\_\_

EXPIRY DATE OF  
CERTIFICATE OF FITNESS \_\_\_\_\_

CERTIFICATE OF FITNESS  
NUMBER \_\_\_\_\_

---

**FOR OFFICE USE ONLY**

FEES PAID AND SERIAL  
NUMBER  
OF RECEIPT

R

and

--	--	--	--	--	--	--	--	--	--

DATE OF DATA ENTRY

19	:	:	:
Y		M	D

DATE OF DOCUMENTATION  
DISPATCHED/COLLECTED

19	:	:	:
Y		M	D

---

**CONSULTATION PROCEDURE**

COMMENT ON APPLICATION

(National Transport Commission - SA/National Director responsible for Road Transport – Mozambique)

DATE OF DISPATCHED TO  
SECOND  
COMPETENT AUTHORITY

19	:	:	:
Y		M	D

.....

COMMENT ON APPLICATION

(Secretary of Transport and Civil Aviation – Malawi/National Transport Commission – SA)

DATE RECEIVED

19	:	:	:
Y		M	D

DATE DISPATCHED TO FIRST  
COMPETENT AUTHORITY

19	:	:	:
Y		M	D

**ANNEXURE B  
PERMIT ISSUED**

**(Carriage of Goods)**

The permit entitles the holder mentioned below to temporarily import the vehicle specified herein, subject to the terms and conditions of this permit, into the country specified herein for the purpose of carrying goods for hire or reward or in the course of his industry, trade or business.

**CARRIER PARTICULARS**

TRADE NAME \_\_\_\_\_  
NAME \_\_\_\_\_  
ID NUMBER \_\_\_\_\_  
ADDRESS \_\_\_\_\_

---

**VEHICLE PARTICULARS**

REGISTRATION NUMBER \_\_\_\_\_  
CHASSIS NUMBER \_\_\_\_\_  
MAKE \_\_\_\_\_  
TYPE OF VEHICLE \_\_\_\_\_

---

**PERMIT PARTICULARS**

TYPE OF TRANSPORT \_\_\_\_\_  
NUMBER OF JOURNEYS \_\_\_\_\_  
COUNTRY OF ORIGIN \_\_\_\_\_  
DEPARTURE POINT \_\_\_\_\_  
TRANSIT COUNTRY \_\_\_\_\_  
DESTINATION POINT \_\_\_\_\_  
PERMIT DATE OF ISSUE \_\_\_\_\_  
PERMIT EXPIRY DATE \_\_\_\_\_

THIS PERMIT AUTHORISES AND IS RESTRICTED TO THE CONVEYANCE AS SET OUT  
IN THE FOLLOWING CONDITIONS:

PERMIT SERIAL NUMBER/ISSUE NUMBER

DATE

ON BEHALF OF COMPETENT  
AUTHORITY

---

**STANDARD PERMIT CONDITIONS**

---

This Permit is issued in terms of the Agreement on the Carriage of Goods by Road between South Africa and Mozambique. The following standard conditions apply to a permit:

1. A permit shall be valid for the use of one vehicle at one time.
2. A permit shall be used only by the authorized carrier to whom it is issued and shall not be transferable.
3. The original permit and vehicle manifest shall be carried on the vehicle and, on demand, shall be shown to the appropriate authority.
4. A carrier of one Contracting Party shall not carry goods between two points in the territory of other Contracting Party or between a point in the territory of the latter Contracting Party and a third State.
5. Transport operations undertaken in terms of the authority of this permit shall be subject to the application of restrictions and control imposed under national laws and regulations on grounds of environmental protection, public health, road traffic or of veterinary or phytopathological reasons or the levying of dues chargeable by virtue of such laws and regulations of a Contracting Party.
6. All vehicles used in terms of this permit shall be suitable and roadworthy for the transport operations of which they are licensed.
7. A weighing certificate from checking points in the territory of one Contracting Party shall be valid in the territory of the other Contracting Party. This shall not, however, prevent the weighing and checking of the local by incompetent inspection authorities at any time.
8. A certificate of roadworthiness or fitness issued in the territory of one Contracting Party shall be valid in the territory of the other Contracting Party. This shall not, however, prevent the checking of a vehicle's roadworthiness or fitness by the competent inspection authorities at any time.

### ANNEXURE C

#### REPLACEMENT OF VEHICLE

##### (Carriage of Goods)

---

#### PARTICULARS OF APPLICANT

SERIAL NUMBER OF ORIGINAL PERMIT

---

TRADE NAME

---

IDENTITY NUMBER/  
BUSINESS REGISTER NO OF  
BODY

---

SURNAME/NAME OF BODY

---

INITIALS AND FIRST NAMES

---

(Not more than 3) (If applicable)

	One-man bus	Partnership	Priv Co	Public Co	Close Corp	Other
TYPE OF BUSINESS	1	2	3	4	5	6

POSTAL ADDRESS

---



---



---

Postal  
Code

STREET ADDRESS

(If different from postal address)

---



---

TELEPHONE NUMBER DURING  
DAY (CONTACT PERSON)

---

---

---

---

ADDRESS WHERE OFFICIAL  
CORRESPONDENCE MUST BE  
SERVED

Postal Address	Street Address
-------------------	-------------------

---

**DECLARATION BY APPLICANT**

I, THE CARRIER/REPRESENTATIVE DECLARE THAT ALL THE PARTICULARS  
FURNISHED BY ME IN THIS FORM ARE TRUE AND CORRECT.

SIGNATURE

DATE

PLACE

---

**PARTICULARS OF REPLACEMENT VEHICLE(S)**

MAKE

---

MAXIMUM NUMBER OF  
PASSENGERS

---

TARE

---

GROSS VEHICLE MASS

---

REGISTRATION NUMBER

---

CHASSIS NUMBER

---

EXPIRY DATE OF  
CERTIFICATE OF FITNESS

---

CERTIFICATE OF FITNESS  
NUMBER

---

**ANNEXURE D**

**VEHICLE MANIFEST**

**(Carriage of Goods)**

---

*COMPLETE IN PRINT*

NAME OF PERMIT HOLDER

---

PERMIT NUMBER

---

JOURNEY NUMBER I.T.O.  
PERMIT

---

OUTWARD	RETURN
---------	--------

VEHICLE REGISTRATION NUMBER \_\_\_\_\_

**ROUTE DESCRIPTION**

DEPARTURE POINTS	INTERMEDIATE TRANSIT POINTS	BORDER POSTS	INTERMEDIATE TRANSIT POINTS	DESTINATION

**DESCRIPTION OF GOODS CARRIED, AS DECLARED BY SENDER**

CATEGORY OF GOODS <sup>1</sup>	MASS (kgs)	CATEGORY OF GOODS	MASS (kgs)

<p>ISSUED BY</p>  <p style="text-align: center;">_____</p> <p style="text-align: center;">NAME                      SIGNATURE                      DATE</p>	<p>BORDER POST DATE STAMP</p>
---	-----------------------------------

<sup>1</sup> Insert the goods code as indicated in the attached annexure (eg. A/3, K/50 etc).

Please attach multiples of this form in the event of lack of space for information on the description of goods.

**CATEGORIES OF GOODS**

**A. LIVE ANIMALS, ANIMAL PRODUCTS**

1. Live animals
2. Meat and edible meat offal
3. Fish and crustaceans, molluscs and other aquatic invertebrates
4. Dairy products, birds' eggs, natural honey, edible products of animal origin, not elsewhere specified or included
5. Products of animal origin, not elsewhere specified or included

**B. VEGETABLE PRODUCTS**

6. Live trees and other plants, bulbs, roots and the like, cut flowers and ornamental foliage
  7. Edible vegetables and certain roots and tubers
  8. Edible fruit and nuts, peel of citrus fruit or melons
  9. Tea, coffee, maté and spices
  10. Cereals
  11. Products of the milling industry, malt, starches, insulin, wheat gluten
  12. Oil seeds and oleaginous fruits, miscellaneous grains, seeds and fruits, industrial or medicinal plants, straw and fodder
  13. Lac, gums, resins and other vegetable saps and extracts
  14. Vegetable planting materials, vegetable products not elsewhere specified or included
- C. ANIMAL OR VEGETABLE FATS AND OILS AND THEIR CLEAVAGE PRODUCTS, PREPARED EDIBLE FATS, ANIMAL OR VEGETABLE WAXES
15. Animal or vegetable fats and oils and their cleavage products, prepared edible fats, animal or vegetable waxes
- D. PREPARED FOODSTUFFS, BEVERAGES, SPIRITS AND VINEGAR, TOBACCO AND MANUFACTURED TOBACCO SUBSTITUTES
16. Preparations of meat, of fish or of crustaceans, molluscs or other aquatic invertebrates
  17. Sugars and sugar confectionery
  18. Cacao and cacao preparations
  19. Preparations of cereals, flour, starch or milk, bakers' wares
  20. Preparations of vegetables, fruit, nuts or other parts of plants
  21. Miscellaneous edible preparations
  22. Beverages, spirits and vinegar
  23. Prepared animal feed, residues and waste from food industries
  24. Tobacco prepared and manufactured tobacco substitutes
- E. MINERAL PRODUCTS
25. Salt, sulphur, earths and stone, plastering materials, lime and cement
  26. Ores, slag and ash
  27. Mineral fuels, mineral oils and products of their distillation, bituminous substances, mineral waxes
- F. PRODUCTS OF THE CHEMICAL OR ALLIED INDUSTRIES
28. Inorganic chemicals, organic and inorganic compounds of precious metals, of rare-earth metals, of radioactive elements or of isotopes
  29. Organic chemicals
  30. Pharmaceutical products
  31. Fertilizers
  32. Tanning or dyeing extracts, tannins and their derivatives, dyes, pigments and other colouring



matter, paints and varnishes, putty and other mastics, ink

33. Essential oils and resinoids, perfumery, cosmetic and toilet preparations
34. Soap, organic surface active agents, washing preparations, lubricating preparations, artificial waxes, prepared waxes, polishing or scouring preparations, candles and similar articles, modelling pastes, "dental waxes" and dental preparations with a basis of plaster
35. Albuminoidal substances, modified starches, glues, enzymes
36. Explosives, pyrotechnic products, matches, pyrophoric alloys, certain combustible preparations
37. Photographic films and materials
38. Miscellaneous chemical products

#### G. PLASTICS AND ARTICLES THEREOF

39. Plastics and articles thereof
40. Rubber and articles thereof

#### H. RAW HIDES AND SKINS, LEATHER, FURSKINS AND ARTICLES THEREOF, SADDLERY AND HARNESS, TRAVEL ARTICLES, HANDBAGS AND SIMILAR CONTAINERS, ARTICLES OF ANIMAL GUT (OTHER THAN SILKWORM GUT)

41. Raw hides and skins (other than furskin) and leather
42. Articles of leather, saddlery and harness, travel articles, handbags and similar containers, articles of animal gut (other than silkworm gut)
43. Furskins and artificial fur, manufactures thereof

#### I. WOOD AND ARTICLES OF WOOD, WOOD CHARCOAL, CORK AND ARTICLES OF CORK, MANUFACTURES OF STRAW, OF ESPARTO OR OF OTHER PLAITING MATERIALS, BASKETWARE AND WICKERWORK

44. Wood and articles of wood, wood charcoal
45. Cork and articles of cork
46. Manufactures of straw, of esparto or of other plaiting materials, basketware and wickerwork

#### J. PULP OF WOOD OR OTHER FIBROUS CELLULOSIC MATERIAL, WASTE AND SCRAP OF PAPER OR PAPER BOARD, PAPER AND PAPERBOARD AND ARTICLES THEREOF

47. Pulp of wood or other fibrous cellulosic material, waste and scrap of paper or paperboard
48. Paper and paperboard, and articles of paper pulp or of paperboard
49. Printed books, newspapers, pictures and other products of the printing industry, manuscripts, typescripts and plans

#### K. TEXTILES AND TEXTILE ARTICLES

50. Silk
51. Wool, fine or coarse animal hair, horsehair yarn and woven fabric
52. Cotton
53. Other vegetable textile fibres, paper yarn and woven fabric of paper yarn
54. Man-made filaments
55. Man-made staple fibres

56. Wadding, felt and nonwovens, special yarns, twine, cordage, ropes and cables and articles thereof
57. Carpets and other textile floor coverings
58. Special woven fabrics, tufted textile fabrics, lace, tapestries, trimmings, embroidery
59. Impregnated, coated, covered or laminated textile fabrics, textile articles of a kind suitable for industrial use
60. Knitted or crocheted fabrics
61. Articles of apparel and clothing accessories, knitted or crocheted
62. Articles of apparel and clothing accessories, not knitted or crocheted
63. Other made up textile articles, sets, worn clothing and worn textile articles, rags
- L. FOOTWEAR, HEADGEAR, UMBRELLAS, SUN UMBRELLAS, WALKING STICKS, WHIPS, RIDING-CROPS AND PARTS THEREOF, PREPARED FEATHERS AND ARTICLES MADE THEREWITH, ARTIFICIAL FLOWERS, ARTICLES OF HUMAN HAIR
64. Footwear, gaiters and the like, parts of such articles
65. Headgear and parts thereof
66. Umbrellas, sun umbrellas, walking sticks, seat-sticks, whips, riding-crops and parts thereof
67. Prepared feathers and down and articles made of feathers or of down, artificial flowers, articles of human hair
- M. ARTICLES OF STONE, PLASTER, CEMENT, ASBESTOS, MICA OR SIMILAR MATERIALS, CERAMIC PRODUCTS, GLASS AND GLASSWARE
68. Articles of stone, plaster, cement, asbestos, mica or similar materials
69. Ceramic products
70. Glass and glassware
- N. NATURAL OR CULTURED PEARLS, PRECIOUS OR SEMI-PRECIOUS STONES, PRECIOUS METALS, METAL CLAD WITH PRECIOUS METAL AND ARTICLES THEREOF, IMITATION JEWELLERY, COIN
71. Natural or cultured pearls, precious or semi-precious stones, precious metals, metals clad with precious metal and articles thereof, imitation jeweller, coin
- O. BASE METALS AND ARTICLES OF BASE METAL
72. Iron and steel
73. Articles of iron and steel
74. Copper and articles thereof
75. Nickel and articles thereof
76. Aluminium and articles thereof
77. Reserved for possible future use
78. Lead and articles thereof
79. Zinc and articles thereof
80. Tin and articles thereof
81. Other base metals, cements, articles thereof

- 82. Tools, implements, cutlery, spoons and forks of base metal, parts thereof of base metal
- 83. Miscellaneous articles and base metal
- P. MACHINERY AND MECHANICAL APPLIANCES, ELECTRICAL EQUIPMENT, PARTS THEREOF, SOUND RECORDERS AND REPRODUCERS, TELEVISION IMAGE AND SOUND RECORDERS AND REPRODUCERS, AND PARTS AND ACCESSORIES OF SUCH ARTICLES
- 84. Nuclear reactors, boilers, machinery and mechanical appliances, parts thereof
- 85. Electrical machinery and equipment and parts thereof, sound recorders and reproducers, television image and sound recorders and reproducers, and parts and accessories of such articles
- Q. VEHICLES, AIRCRAFT, VESSELS AND ASSOCIATED TRANSPORT EQUIPMENT
- 86. Railway or tramway locomotives, rolling stock and parts thereof, railway or tramway track fixtures and fittings and parts thereof, mechanical (including electro-mechanical) traffic signalling equipment of all kinds
- 87. Vehicles other than railway or tramway rolling stock, and parts or accessories thereof
- 88. Aircraft, spacecraft and parts thereof
- 89. Ships, boats and floating structures
- R. OPTICAL, PHOTOGRAPHIC, CINEMATOGRAPHIC, MEASURING, CHECKING, PRECISION, MEDICAL AND SURGICAL INSTRUMENTS AND APPARATUS, CLOCKS AND WATCHES, MUSICAL INSTRUMENTS, PARTS AND ACCESSORIES THEREOF
- 90. Optical, photographic, cinematographic, measuring, checking, precision, medical and surgical instruments and apparatus, parts and accessories thereof.
- 91. Clocks and watches and parts thereof.
- 92. Musical instruments, parts and accessories of such articles
- S. ARMS AND AMMUNITION, PARTS AND ACCESSORIES THEREOF
- 93. Arms and ammunition, parts and accessories thereof
- T. MISCELLANEOUS MANUFACTURES ARTICLES
- 91. Furniture, bedding, mattresses, mattress supports, cushions and similar stuffed furnishings, lamps and lighting fittings, not elsewhere specified or included, illuminated signs, illuminated nameplates and the like, prefabricated buildings
- 95. Toys, games and sports equipment, parts and accessories thereof
- 96. Miscellaneous manufactured articles

## **ANNEXURE E**

### **REGISTERS TO BE KEPT**

INFORMATION TO BE INCLUDED IN REGISTER:

PERMIT TYPE

PERMIT SERIAL NUMBER

DATE OF ISSUE

NAME OF THE CARRIER TO WHOM ISSUED

VEHICLE DETAILS:

– REGISTRATION NUMBER  
– MAKE  
– GROSS PERMITTED WEIGHT  
WEIGHT + TYPE OF CARGO  
QUARTERLY SUMMARIES OF PERMITS OF EACH TYPE USED  
ROAD TRAFFIC AND TRANSPORTATION OFFENCES AND PENALTIES

**SCHEDULE D**  
**BILATERAL ROAD TRANSPORT AGREEMENTS**  
[Schedule D added by Proclamation No. R.32 of 1998.]

**BILATERAL AGREEMENT ON THE CONVEYANCE OF PASSENGERS BY ROAD BETWEEN  
SOUTH AFRICA AND MOZAMBIQUE**

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**PREAMBLE**

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Article 2:	Establishment and functions of a joint committee
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Article 4:	Application and authorization of Cross-Border passenger transport
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**BILATERAL AGREEMENT ON THE CONVEYANCE OF PASSENGERS BY ROAD  
BETWEEN SOUTH AFRICA AND MOZAMBIQUE**

**PREAMBLE**

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT  
OF THE REPUBLIC OF MOZAMBIQUE (HEREINAFTER REFERRED TO AS THE “PARTIES”

AND IN THE SINGULAR AS THE “PARTY”);

**WISHING** TO ESTABLISH THE GENERAL TERMS AND CONDITIONS FOR THE DEVELOPMENT OF THE CONVEYANCE OF PASSENGERS BY ROAD BETWEEN THEIR TERRITORIES;

**DESIRING** TO STRENGTHEN THEIR ECONOMIC AND COMMERCIAL RELATIONS IN THE SPIRIT OF CO-OPERATION AND FRIENDSHIP;

**WISHING** TO PROMOTE AND FACILITATE CROSS-BORDER ROAD PASSENGER SERVICES BETWEEN AND IN TRANSIT THROUGH THEIR RESPECTIVE TERRITORIES;

**WISHING** TO PROVIDE ACCESS FOR THE CARRIERS OF THEIR RESPECTIVE COUNTRIES TO THE TERRITORIES OF BOTH COUNTRIES ON THE BASIS OF RECIPROCITY;

**DESIRING** TO PROMOTE FAIR AND EQUAL TREATMENT FOR CARRIERS OF BOTH CONTRACTING PARTIES;

**DESIRING** TO SIMPLIFY EXISTING ADMINISTRATIVE REQUIREMENTS IN THE INTEREST OF ROAD TRANSPORTATION BETWEEN THE TWO COUNTRIES;

**RECOGNISING** THE DEVELOPMENTAL NEEDS OF THE PASSENGER TRANSPORT INDUSTRIES IN THE TERRITORIES OF BOTH COUNTRIES;

**RECOGNISING** THE OBJECTIVES AND AIMS OF THE REGIONAL STRUCTURES OF WHICH THE CONTRACTING PARTIES ARE MEMBERS;

**NOTING** ALL THE AGREEMENTS IN PLACE BETWEEN THEM RESPECTIVELY AND OTHER COUNTRIES;

**HEREBY AGREE AS FOLLOWS:**

## ARTICLE 1

### *Definitions*

In this Agreement, unless inconsistent with the context—

- (a) **“agreement”** means this Agreement and any annexure, amendment or extension attached which form an integral part of this Agreement;
- (b) **“carrier”** means any inhabitant of South Africa or Mozambique or any legal person registered in South Africa or Mozambique and engaging in the conveyance of passengers by road for hire or reward or in the course of his industry, trade or business by means of a vehicle registered in South Africa or Mozambique and duly authorised for this purpose in terms of the Agreement;
- (c) **“competent authority”** means—
  - (i) for South Africa, the National Transport Commission; and
  - (ii) for Mozambique, the National Director responsible for Road Transport; or
  - (iii) any other body or person designated for that purpose by one of the Parties;
- (d) **“Joint Committee”** means the body established in terms of Article 2 of the Agreement, comprising of representatives of each Party;
- (e) **“Joint Route Management Committee”** means the body which may be established in terms of Article 6 of the Agreement;
- (f) **“occasional international passenger service”** means the conveyance of passengers by road for reward or by means of a hired vehicle on a single occasion, but excluding

cabotage;

- (g) **“passenger list”** means a document as set out in annexure D;
- (h) **“regular international passenger service”** means a daily, weekly or monthly service to convey passengers by road for reward or by means of a hired vehicle along a specified route between a point or points in the territory of one Party and a point or points in the territory of another Party—
  - in accordance with predetermined timetables and tariffs as approved by the competent authority of the Party in whose territory the conveyance is authorized; or
  - without predetermined timetables or tariffs;

but excluding cabotage;

- (i) **“vehicle”** means any mechanically-propelled road vehicle which—
  - (aa) is constructed or adapted for the conveyance of passengers;
  - (bb) has at least nine seats in addition to that of the driver; and
  - (cc) is registered in the territory of one Party and owned and operated by or on behalf of any carrier authorized in that territory to convey passengers and is temporarily imported into the territory of the other Party for the purpose of the international conveyance of passengers to, from, or in transit through that territory.

## ARTICLE 2

### *Establishment and Functions of a Joint Committee*

1. The implementation and application of this Agreement shall be supervised by the Joint Committee comprising representatives of each Party which shall include representatives from the transport, customs and excise and immigration authorities of each Party.
2. The Joint Committee shall—
  - (a) monitor the progress towards implementing the provisions of this Agreement;
  - (b) identify routes for which Joint Route Management Committees shall be established and submit proposals in this regard to the respective competent authorities for approval;
  - (c) deliberate on any issue arising from the implementation and application of this Agreement and in particular the issues referred to in Articles 4 (6), 6 (3) (g), 10, 11 (2), 13 (2) and 14 (2); and
  - (d) assist in settling amicably any dispute which may arise from the implementation and application of this Agreement.
3. The Joint Committee shall meet at least once a year, or within six weeks after a written request has been made by either Party.

## ARTICLE 3

### *Cabotage*

1. Nothing in this Agreement shall be deemed to confer on a carrier of one Party the right of picking up or setting down in the territory of the other Party passengers destined for or originating from another point in the territory of the other Party.

2. Nothing in this Agreement shall be deemed to confer on the carrier of one Party the right to convey passengers from the territory of the other Party to that of a third country and back.
3. Nothing in this Agreement shall be deemed to confer the right on a third country carrier to convey passengers between any point in the territory of one Party and any point in the territory of the other Party.

#### ARTICLE 4

##### *Application and Authorization of Cross-Border Passenger Transport*

1. A carrier wishing to undertake the conveyance of passengers by road—
  - (i) between any point in the territory of one Party and any point in the territory of the other Party; and
  - (ii) in transit across the territory of a Party;shall apply to the competent authority of the Party in whose territory the vehicle to be used for such conveyance is registered for a permit authorizing such conveyance in the manner prescribed in Annexure A.
2. The competent authority of either Party shall issue either a permit authorizing the undertaking of a regular international passenger service or an occasional international passenger service in the form prescribed in Annexure B.
3. With regard to regular international passenger services, the competent authority of either Party shall issue permits which shall be valid for an unlimited amount of outward and return journeys over a period of three months.
4. With regard to occasional international passenger services, the competent authority of either Party shall issue permits which shall be valid for single outward and return journeys over a period of 14 days.
5. In the case of an application for a permit as contemplated in sub-article (3)—
  - (a) the competent authority of a Party which is in receipt of an application for such a permit, shall prior to issuing a permit, forward such application to the competent authority of the other Party;
  - (b) the competent authority of the Party to which an application has been forwarded, shall notify the other competent authority within three weeks of dispatch of the application, whether or not it supports the issuing of a permit to the applicant and may make such other recommendations with regard to the application as it deems fit; and
  - (c) the competent authority of the Party which forwarded an application may, in the absence of the response from the competent authority of the Party to which an application has been forwarded, within three weeks of dispatch of such application, issue such permit after having enquired telephonically or by facsimile from the other competent authority whether it has any response.
6. Notwithstanding the provisions of sub-articles (3) and (4), the Joint Committee may—
  - (a) fix the maximum number of permits which may be issued in terms of sub-article (3) to the carriers of each Party within any given period of time;
  - (b) determine the maximum number of outward and return journeys which a carrier may be authorized to undertake in respect of a permit issued in terms of sub-article (3); and
  - (c) determine other maximum periods for the validity of permits other than those prescribed in this Article, for permits issued in terms of this Article.

7. A carrier who has been authorised to conduct the conveyance of passengers as contemplated in sub-article (1), shall not be required to obtain any additional authorization to undertake such conveyance from the competent authority of the other Party.
8. A permit shall be valid for the use of one vehicle.
9. A permit shall only be valid for use by the carrier to whom it was issued and shall not be transferable.
10. Nothing in this Article shall deprive a competent authority of its right to suspend or repeal a permit issued by it.
11. The following will be exempted from the permit requirement for the conveyance of passengers—
  - (a) the movement of unladen vehicles; and
  - (b) movement of breakdown vehicles or vehicles intended to replace a vehicle which has broken down.
12. The holder of a permit in respect of a vehicle which has been stolen, sold or scrapped, may apply for a replacement of the vehicle in the manner prescribed in Annexure C, provided that a competent authority of a Party receiving an application as contemplated in this Article, may grant such application in whole or in part or refuse such application and provided there is no legal constraint in this regard in the country where the application is made.

## ARTICLE 5

### *Passenger List and other Documentation*

1. The following documentation shall be required for the carriage of passengers as contemplated in this Agreement—
  - (a) a passenger list as set out in Annexure D; and
  - (b) a spare parts list.

## ARTICLE 6

### *Establishment and Functions of a Joint Route Management Committee*

1. The Parties may establish Joint Route Management Committees for passenger transport routes between any point in the territory of one Party and any point in the territory of the other Party provided that such routes traverse border-posts and customs terminals designated from time to time by the Parties.
2. The Joint Route Management Committee may comprise representatives of—
  - (a) competent authorities from the Parties;
  - (b) customs and excise authorities from the Parties;
  - (c) immigration authorities from the Parties;
  - (d) road traffic policing authorities and road transport inspectorates from the Parties;
  - (e) carriers;
  - (f) provincial and local authorities on the route for which a Joint Route Management Committee is established; and
  - (g) any interested party identified by the Joint Committee.
3. The Joint Route Management Committee shall—
  - (a) exchange all information pertaining to the route;



- (b) determine the passenger transport needs on the route;
  - (c) address any issue pertaining to the route;
  - (d) monitor the carriers on the route;
  - (e) promote effective law enforcement on the route;
  - (f) co-operate and consult with all authorities, bodies or institutions who have an interest in or jurisdiction with regard to any route; and
  - (g) execute such other functions as may be determined from time to time by the Joint Committee.
4. The Joint Route Management Committee shall meet at least twice a year or as soon as possible after a verbal request has been made to the chairperson.

## **ADMINISTRATIVE MATTERS**

### ARTICLE 7

#### *Exchange of Information and Registers*

1. The competent authority of each Party shall keep a register containing the information as set out in Annexure E.
2. Competent authorities shall regularly provide each other with the information contained in the register envisaged in sub-article (1) at each meeting of the Joint Committee, collected on a three monthly basis.
3. For the purposes of this Article, the Parties shall introduce measures to secure the return of all unused or expired permits by the holders thereof, including the passenger lists pertaining to such permits.

### ARTICLE 8

#### *Administrative Capacity*

1. The Parties recognize the need to develop the capacity of competent authorities in respect of the management, information and administration of road transportation in order to implement this Agreement and are committed to developing such capacity.

## **TECHNICAL MATTERS**

### ARTICLE 9

#### *Vehicles*

1. All vehicles used in the conveyance of passengers shall be roadworthy and suitable for the transport operations for which they are licensed.
2. The registration and licensing of a vehicle in the territory of one Party shall be valid in the territory of the other without any further requirement or formality.
3. The original permit, passenger list and certificate of fitness are subject to inspection by customs authorities and shall be kept in the vehicle on every journey in the territory of a Party and shall be produced for inspection when required by any officer designated by the competent authority in that Party for that purpose.
4. Certificates of fitness issued in the territory of one Party shall be valid in the territory of the other Party. Notwithstanding the provisions of this sub-article, the competent authority of the latter Party may check the vehicle's fitness or roadworthiness and appropriateness for the purpose for which it is being used at any time.

## ARTICLE 10

### *Harmonization of Standards*

1. The Parties shall endeavour to harmonize standards in respect of vehicles and drivers in their respective countries in order to facilitate the conveyance of passengers between their respective territories.
2. The Joint Committee shall be competent to discuss all matters concerning the harmonization of standards contemplated in sub-article (1) and to make the necessary recommendations to achieve harmonization.

## ARTICLE 11

### *Ancillary Matters*

1. The Parties shall endeavour to—
  - (a) harmonize all taxes, fees or other charges of a transport nature levied by them in respect of each other's carriers and shall consider the abolition of such taxes, fees and other charges where appropriate;
  - (b) harmonize the requirements related to compulsory vehicle insurance against third parties laid down in their respective norms in order to facilitate the required standardised requirements licensing vehicles for conveyance of passengers between their territories; and
  - (c) recognise the need for their respective border posts to be operational during hours which will facilitate the movement of vehicles between their territories.
2. The issues referred to in sub-article (1) may be subject to the deliberations in the Joint Committee. Where appropriate, the Parties shall endeavour to secure the attendance at meetings of the Joint Committee of representatives of those authorities responsible for the matters referred to in sub-article (1).
3. In the case where a Party levies a tax, fee or other charge of a transport nature on the carriers of the other Party, the latter Party may impose, on a non-discriminatory basis, an equivalent tax, fee or charge on the carriers of such Party.

## ARTICLE 12

### *Application of Legislation*

1. The provisions of this Agreement shall not derogate from the application of the provisions of national laws and regulations, including customs legislation, imposing any restrictions and controls on the grounds of environmental protection, public health, road traffic, veterinary or phytopathological reasons or the dues chargeable by vehicle of such laws and regulations of a Party.

## ARTICLE 13

### *Law Enforcement*

1. The Parties recognize the need for efficient law enforcement in support of effective implementation of this Agreement and, to this end, shall, amongst others, co-operate to promote effective prosecution of any person who contravenes the provisions of this Agreement.
2. Where a carrier contravenes the provisions of this Agreement, the competent authority of a party shall, if requested by the competent authority of the Party in whose territory the contravention took place, take one of the following steps, depending on the gravity or frequency of the

contravention:

- (a) issue a written warning indicating that the permit may be suspended or revoked, or that the carrier may be barred from obtaining further permits;
  - (b) suspend or revoke the permit; or
  - (c) bar the carrier from obtaining further permits, either for a specified period or indefinitely.
3. The Joint Committee shall determine the contraventions in respect of which the steps listed in sub-article (2) may be taken.
  4. The competent authority of the Party in whose territory the contravention took place shall be informed of the measures taken in terms of sub-article (2).

#### ARTICLE 14

##### *Final Provisions*

1. This Agreement, including all the Annexures which form an integral part of it, shall enter into force on a date to be determined by the Parties and confirmed by an exchange of diplomatic notes and shall remain in force for an indefinite period.
2. The Agreement may be amended in terms of a decision by the Joint Committee to be confirmed by an Exchange of Notes.
3. This Agreement may be terminated by either Party giving six months' notice of termination to the other through the diplomatic channel.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed and sealed these presents in duplicate in the English and Portuguese languages both texts being equally authentic.

DONE AT Maputo on this 5th day of May One Thousand Nine Hundred and Ninety-Seven.

**S. R. MAHARAJ**

*For and on behalf of the Government of the Republic of South Africa*

**P. MUXANGA**

*For and on behalf of the Government of the Republic of Mozambique*

#### ANNEXURE A

##### PERMIT APPLICATION FORM

##### (Conveyance of Passengers)

---

##### PARTICULARS OF APPLICANT

TRADE NAME

IDENTITY NUMBER/

BUSINESS REGISTER NO OF BODY

SURNAME/NAME OF BODY

INITIALS AND FIRST NAMES

(Not more than 3) (If applicable)

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	One-man bus	Partnership	Priv Co	Public Co	Close Corp	Other
TYPE OF BUSINESS	1	2	3	4	5	6

POSTAL ADDRESS

\_\_\_\_\_

\_\_\_\_\_

Postal Code \_\_\_\_\_

STREET ADDRESS

(If different from postal address)

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER DURING DAY (CONTACT PERSON)

\_\_\_\_\_

\_\_\_\_\_

ADDRESS WHERE OFFICIAL CORRESPONDENCE MUST BE SERVED

Postal Address	Street Address
----------------	----------------

---

**DECLARATION BY APPLICANT**

I, THE CARRIER/REPRESENTATIVE DECLARE THAT ALL THE PARTICULARS FURNISHED BY ME IN THIS FORM ARE TRUE AND CORRECT.

SIGNATURE

DATE

PLACE

---

**CHAIRMAN/MANAGING DIRECTOR/SENIOR PARTNER  
(IRO BODY OF PERSONS)**

IDENTITY NUMBER

\_\_\_\_\_

TYPE OF IDENTITY DOCUMENT

Passport	ID-doc	Foreign ID	Other
----------	--------	------------	-------

SURNAME

INITIALS AND FIRST NAMES

(Not more than 3) (If applicable)

\_\_\_\_\_

\_\_\_\_\_

---

**PARTICULARS OF PERMIT**

TYPE OF TRANSPORT	1	Occasional international passenger service
	2	Regular international passenger service (Please also complete annexure)
	3	Goods Transport

REQUIRED FOR PERIOD STARTING	19	:	:
	Y	M	D

COUNTRY OF ORIGIN \_\_\_\_\_

DEPARTURE POINT \_\_\_\_\_

TRANSIT COUNTRY \_\_\_\_\_

COUNTRY OF DESTINATION \_\_\_\_\_

TOWN/CITY OF DESTINATION \_\_\_\_\_

**PARTICULARS OF VEHICLE(S)**

Attach multiples of this section in the event of an application for more than one vehicle for the same route/permit particulars.

MAKE \_\_\_\_\_

MAXIMUM NUMBER OF PASSENGERS \_\_\_\_\_

TARE \_\_\_\_\_

GROSS VEHICLE MASS \_\_\_\_\_

REGISTRATION NUMBER \_\_\_\_\_

CHASSIS NUMBER \_\_\_\_\_

EXPIRY DATE OF CERTIFICATE OF FITNESS \_\_\_\_\_

CERTIFICATE OF FITNESS NUMBER \_\_\_\_\_

**FOR OFFICE USE ONLY**

FEES PAID AND SERIAL NUMBER OF RECEIPT R \_\_\_\_\_ and 

--	--	--	--	--	--	--	--

DATE OF DATA ENTRY 

19	:	:	:
Y		M	D

DATE OF DOCUMENTATION DISPATCHED/COLLECTED 

19	:	:	:
Y		M	D



Service frequency

Daily	Weekly	Fortnightly	Monthly	(S)
-------	--------	-------------	---------	-----

**SCHEDULED PASSENGER SERVICE-TIME TABLE:**

DEPART DATES

19						
19						
19						
19						
19						
19						
19						
19						
19						

RETURN DATES

19						
19						
19						
19						
19						
19						
19						
19						
19						

Tariff per passengers kilometre

or

or

**ANNEXURE B**

**PERMIT ISSUED**

**(Conveyance of Passengers)**

The permit entitles the holder mentioned below to temporarily import the vehicle specified herein, subject to the terms and conditions of this permit, into the country specified herein for the purpose of carrying goods for hire or reward or in the course of his industry, trade or business.

**CARRIER PARTICULARS**

TRADE NAME

---

NAME

---

ID NUMBER

---

ADDRESS

---

**VEHICLE PARTICULARS**

REGISTRATION NUMBER

---

CHASSIS NUMBER

---

MAKE

TYPE OF VEHICLE

---

---

---

**PERMIT PARTICULARS**

TYPE OF TRANSPORT

---

NUMBER OF JOURNEYS

---

COUNTRY OF ORIGIN

---

DEPARTURE POINT

---

TRANSIT COUNTRY

---

DESTINATION POINT

---

PERMIT DATE OF ISSUE

---

PERMIT EXPIRY DATE

---

THIS PERMIT AUTHORISES AND IS RESTRICTED TO THE CONVEYANCE AS SET OUT  
IN THE FOLLOWING CONDITIONS:

PERMIT SERIAL NUMBER/ISSUE NUMBER

DATE

ON BEHALF OF COMPETENT  
AUTHORITY

---

**STANDARD PERMIT CONDITIONS**

---

This Permit is issued in terms of the Agreement on the Conveyance of Passengers by Road between South Africa and Mozambique. The following standard conditions apply to a permit:

1. A permit shall be valid for the use of one vehicle at one time.
2. A permit shall be used only by the authorized carrier to whom it is issued and shall not be transferable.
3. The original permit and passenger list shall be carried on the vehicle and, on demand, shall be shown to the appropriate authority.
4. A carrier of one Contracting Party shall not convey passengers between two points in the territory of other Contracting Party or between a point in the territory of the latter Contracting Party and a third State.
5. Transport operations undertaken in terms of the authority of this permit shall be subject to the application of restrictions and control imposed under national laws and regulations on grounds of environmental protection, public health, road traffic or of veterinary or phytopathological reasons or the levying of dues chargeable by virtue of such laws and regulations of a Contracting Party.
6. All vehicles used in terms of this permit shall be suitable and roadworthy for the transport operations for which they are licensed.
7. A certificate of roadworthiness or fitness issued in the territory of one Contracting Party shall be valid in the territory of the other Contracting Party. This shall not, however, prevent the checking of a vehicle's roadworthiness or fitness by the competent inspection authorities at any time.

**PERMIT ISSUED**

**(Annexure 1)**



**REGULAR INTERNATIONAL PASSENGER SERVICE**

ROUTE DESCRIPTION

DEPARTURE POINTS	INTERMEDIATE TRANSIT POINTS	BORDER POSTS	INTERMEDIATE TRANSIT POINTS	DESTINATION

Service frequency:

SCHEDULED PASSENGER SERVICE-TIME TABLE:

DEPART DATES

19						
19						
19						
19						
19						
19						

RETURN DATES

19						
19						
19						
19						
19						
19						

Tariff per passengers kilometre

or

or

PERMIT SERIAL NUMBER/ISSUE NUMBER

DATE

ON BEHALF OF COMPETENT AUTHORITY

**ANNEXURE C**

**REPLACEMENT OF VEHICLE**

**(Conveyance of Passengers)**

**PARTICULARS OF APPLICANT**

SERIAL NUMBER OF ORIGINAL PERMIT

TRADE NAME

---

IDENTITY NUMBER/  
BUSINESS REGISTER NO OF  
BODY

SURNAME/NAME OF BODY

INITIALS AND FIRST NAMES

(Not more than 3) (If applicable)

TYPE OF BUSINESS

One-man bus	Partnership	Priv Co	Public Co	Close Corp	Other
1	2	3	4	5	6

POSTAL ADDRESS

STREET ADDRESS

(If different from postal address)

TELEPHONE NUMBER DURING  
DAY (CONTACT PERSON)

ADDRESS WHERE OFFICIAL  
CORRESPONDENCE MUST BE  
SERVED

Postal Address	Street Address
-------------------	-------------------

---

**DECLARATION BY APPLICANT**

I, THE CARRIER/REPRESENTATIVE DECLARE THAT ALL THE PARTICULARS  
FURNISHED BY ME IN THIS FORM ARE TRUE AND CORRECT.

SIGNATURE

DATE

PLACE

---

**PARTICULARS OF REPLACEMENT VEHICLE(S)**

MAKE

MAXIMUM NUMBER OF  
PASSENGERS

TARE

GROSS VEHICLE MASS

REGISTRATION NUMBER

CHASSIS NUMBER

EXPIRY DATE OF  
CERTIFICATE OF FITNESS  
CERTIFICATE OF FITNESS  
NUMBER

---

---

---

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**ANNEXURE D**  
**PASSENGER LIST**  
**(Conveyance of Passengers)**

*COMPLETE IN PRINT*

NAME OF PERMIT HOLDER  
PERMIT NUMBER  
TYPE OF SERVICE PROVIDED  
JOURNEY NUMBER I.T.O.  
PERMIT  
VEHICLE REGISTRATION  
NUMBER  
NUMBER OF PASSENGERS

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**PARTICULARS OF PASSENGERS**

	Name	Nationality	Passport Number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

ORIGIN OF JOURNEY \_\_\_\_\_

DESTINATION OF JOURNEY \_\_\_\_\_

ISSUED BY			BORDER POST DATE STAMP
_____ NAME	_____ SIGNATURE	_____ DATE	

**ANNEXURE E****REGISTERS TO BE KEPT**

INFORMATION TO BE INCLUDED IN REGISTER:

PERMIT TYPE

PERMIT SERIAL NUMBER

DATE OF ISSUE

NAME OF THE CARRIER TO WHOM ISSUED

VEHICLE DETAILS:

– REGISTRATION NUMBER

– MAKE

– MAXIMUM NUMBER OF PASSENGERS

QUARTERLY SUMMARIES OF PERMITS OF EACH TYPE USED

ROAD TRAFFIC AND TRANSPORTATION OFFENCES AND PENALTIES

**SCHEDULE E****BILATERAL ROAD TRANSPORT AGREEMENTS**

[Schedule E added by Proclamation No. R.32 of 1998.]

**BILATERAL AGREEMENT ON ROAD TRANSPORTATION BETWEEN SOUTH AFRICA AND  
ZIMBABWE****TABLE OF CONTENTS****PREAMBLE**

Article 1:	Definitions
Article 2:	Objectives
Article 3:	Establishment and Functions of a Joint Committee
Article 4:	Application and authorization of Cross-Border Freight Transport
Article 5:	Establishment and Functions of a joint Route Management Committee
Article 6:	Application and Authorization of Cross-Border Passenger Transport
Article 7:	Information Management

Article 8:	Vehicle and Driver Requirements
Article 9:	Harmonization of Technical Standards
Article 10:	Harmonization of Commercial vehicle guarantees, fees and Border-post operating hours
Article 11:	Application of Legislation
Article 12:	Infringements
Article 13:	Final Provisions
Annex A:	Permit Application Form
Annex B:	Permit issued
Annex D:	Consignment Note
Annex E:	Passenger List
Annex C:	Replacement of Vehicle
Annex F:	Registers to be kept

**BILATERAL AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE ON ROAD TRANSPORTATION**

**PREAMBLE**

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE (HEREINAFTER JOINTLY REFERRED TO AS THE "PARTIES" AND IN THE SINGULAR AS A "PARTY");

**DESIRING** TO STRENGTHEN THEIR ECONOMIC AND COMMERCIAL RELATIONS IN THE SPIRIT OF CO-OPERATION AND FRIENDSHIP;

**WISHING** TO PROMOTE, FACILITATE AND REGULATE CROSS-BORDER ROAD FREIGHT AND PASSENGER TRANSPORT SERVICES BETWEEN AND IN TRANSIT THROUGH THEIR RESPECTIVE TERRITORIES;

**WISHING** TO PROVIDE ACCESS FOR THE CARRIERS OF THEIR RESPECTIVE COUNTRIES TO THE TERRITORIES OF BOTH COUNTRIES ON THE BASIS OF RECIPROCITY;

**DESIRING** TO PROMOTE FAIR AND EQUITABLE TREATMENT FOR CARRIERS FROM THE COUNTRIES OF BOTH PARTIES;

**DESIRING** TO SIMPLIFY EXISTING ADMINISTRATIVE REQUIREMENTS IN THE INTEREST OF ROAD TRANSPORTATION BETWEEN THE TWO COUNTRIES;

**RECOGNISING** THE DEVELOPMENTAL NEEDS OF THE TRANSPORT AUTHORITIES AND INDUSTRIES OF BOTH COUNTRIES;

**RECOGNISING** THE OBJECTIVES AND AIMS OF THE REGIONAL STRUCTURES OF WHICH THE PARTIES ARE MEMBERS;

**NOTING** ALL THE AGREEMENTS IN PLACE BETWEEN THEM RESPECTIVELY AND OTHER COUNTRIES;

**HEREBY AGREE AS FOLLOWS:**

## ARTICLE 1

### *Definitions*

In this Agreement, unless the context otherwise indicates—

**“agreement”** means this Agreement and any annex, amendment or extension thereto which form an integral part of this Agreement;

**“carrier”** means any inhabitant of the Republic of South Africa or the Republic of Zimbabwe or any legal person registered in the country concerned engaging in the carriage of freight or the conveyance of passengers by road for hire or reward or in the course of his industry, trade or business by means of a vehicle registered in the country concerned;

**“competent authority”** means—

- (a) for the Republic of South Africa, the National Transport Commission;
- (b) for the Republic of Zimbabwe, the Secretary of Transport;
- (c) any other body or person designated for that purpose by one of the Parties whose authority shall be duly notified in writing;

**“consignment note”** means a document as set out in Annex D;

**“Joint Committee”** means the body established in terms of Article 3 of this Agreement comprising of representatives of each Party;

**“Joint Route Management Committee”** means the body which may be established in terms of article 5 of this Agreement;

**“occasional international passenger service”** means the conveyance of passengers by road for reward or by means of a hired vehicle on a single occasion, but excluding cabotage;

**“passenger list”** means a document as set out in Annex E;

**“regular international passenger service”** means a daily, weekly or monthly service to convey passengers by road for reward or by means of a hired vehicle along a specified route between a point or points in the territory of a Party and a point or points in the territory of the other Party either in accordance with predetermined timetables and tariffs as approved by the competent authority of the Party in whose territory the conveyance is authorized or without predetermined timetables or tariffs but excluding cabotage;

**“transport year”** means a period of one year commencing on a date in a given year and expiring on a date in the following year as agreed by the Joint Committee;

**“vehicle”** means

- (a) in relation to passengers, any mechanically-propelled road vehicle which
  - (i) is constructed or adapted for the conveyance of passengers;
  - (ii) has at least nine seats in addition to that of the driver;
  - (iii) is registered in the territory of a Party and owned and operated by or on behalf of any carrier authorized in that territory to convey passengers and is temporarily imported into the territory of the other Party for the purpose of the international conveyance of passengers to, from, or in transit through that territory; and
- (b) in relation to freight, any mechanically-propelled road vehicle which is

- (i) constructed or adapted for and used on the roads for the carriage of freight; and
- (ii) registered in the territory of a Party and is temporarily imported into the territory of the other Party for the purpose of the international carriage of freight for delivery at or collection from any point in or in transit through the latter territory;

## ARTICLE 2

### *Objectives*

1. The objectives of the Parties are—

- (a) to have a regulatory system which results in effective transport services to consumers in the respective territories of the Parties;
- (b) to ensure the development of a strong and competitive road transport industry in which carriers are in general able to compete successfully for a fair share of available traffic between the territories of the Parties;
- (c) to ensure that adequate levels of public safety in road transportation are maintained;
- (d) to guard against abuse of the transport infrastructure and to recover infrastructure costs from road users in a non-discriminatory manner;
- (e) to promote the acceptance of harmonised vehicle dimensions, road traffic safety and driver
- (f) to improve the efficiency of the permit issuing process and border control procedures as well as the operation and maintenance of transport and trade data bases; and
- (g) to develop the capacity of competent authorities in respect of the management, information and administration of road transportation in order to implement this Agreement.

## ARTICLE 3

### *Establishment and Functions of a Joint Committee*

1. A Joint Committee comprising representatives of each Party shall oversee the implementation and application of this Agreement.
2. The Joint Committee shall—
  - (a) monitor the progress towards achieving the objectives as set out in article 2;
  - (b) deliberate on any issue arising from the implementation and application of this Agreement and in particular the issues referred to in Articles 4 (5); 5 (2) (v); 5 (3) (vi); 6 (6); 9; 10 (2); 10 (4) and 12 (2); and
  - (c) assist in settling amicably any dispute which may arise from the implementation or application of this Agreement.
3. The Joint Committee shall meet at least twice a year, or within six weeks after a written request has been made by either Party.

## ARTICLE 4

### *Application and Authorization of Cross-Border Freight Transport*

1. A carrier wishing to undertake the carriage of freight by road—

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

Party; or

- (b) in transit across the territory of a Party;

shall apply for a permit authorizing such carriage to the competent authority of the Party in whose territory the vehicle to be used for such carriage is registered in the manner prescribed in Annex A.

2. A permit shall be issued by the competent authority of either Party in the form prescribed in Annex B.
3. The competent authority of either Party may issue—
  - (a) a permit which shall be valid for one outward and return journey;
  - (b) a permit which shall be valid for an unlimited amount of outward and return journeys over a period of three months; and
  - (c) subject to the provisions of paragraph 4, a permit which shall be valid for an unlimited amount of outward and return journeys over a period of one year.
4. In the case of an application for a permit as contemplated in paragraph 3 (c)—
  - (a) the competent authority of a Party which is in receipt of an application for such a permit, shall prior to issuing a permit, forward such application to the competent authority of the other Party;
  - (b) the competent authority of the Party to which an application has been forwarded, shall notify the other competent authority of the other Party within fourteen days of dispatch of the application, whether or not it supports the issuing of a permit to the applicant and may make such other recommendations with regard to the application as it deems fit; and
  - (c) the competent authority of the Party which forwarded an application may, in the absence of the response from the competent authority of the Party to which an application has been forwarded, within three weeks of dispatch of such application, issue such permit after having enquired telephonically from the other competent authority whether it has any response.
5. Notwithstanding the provisions of paragraph 3, the Joint Committee may—
  - (a) determine the number of permits which may be issued to the carriers of each Party in terms of paragraph 3 within any given transport year;
  - (b) determine the maximum number of outward and return journeys which a carrier may be authorized to undertake in respect of a permit issued in terms of paragraph 3 (b); and/or
  - (c) determine the maximum periods for the validity of a permit other than those prescribed in this Article.
6. A carrier who has been authorized to conduct the carriage of freight as contemplated in paragraph 1, shall not be required to obtain any additional authorization to undertake such carriage from the competent authority of the other Party.
7. A permit shall be valid for the use of one vehicle at one time.
8. A permit shall be valid only for use by the carrier to whom it was issued and shall not be transferable.
9. Nothing in this Article shall deprive a competent authority of its right to suspend or repeal a permit issued by it.



10. No permit shall be required for the following operations—
  - (a) The carriage of freight in vehicles of less than 3500 kilograms gross vehicle mass;
  - (b) the movement of unladen vehicles in both directions of a journey; and
  - (c) the movement of vehicles of which the equipment forms an integral part thereof including breakdown vehicles.
11. The holder of a permit in respect of a vehicle which has been stolen, sold or scrapped, may apply for a replacement of the vehicle in the manner prescribed in Annex C and a competent authority of a Party receiving an application as contemplated in this paragraph, may grant such application in whole or in part or refuse such application.
12. Nothing in this article shall be deemed to confer on a carrier of one Party the right of picking up or setting down in the territory of the other Party freight destined for another point in the territory of the other Contracting Party.
13. A consignment note as set out in Annex D shall be required for the carriage of freight as contemplated in this Agreement.

## ARTICLE 5

### *Establishment and Functions of a Joint Route Management Committee*

1. The Parties may establish a Joint Route Management Committee for a freight transport route between any point in the territory of one Party and any point in the territory of the other Party.
2. The Joint Route Management Committee shall comprise of representatives from—
  - (a) each Contracting Party;
  - (b) road traffic and transport policing authorities from both Parties;
  - (c) carriers;
  - (d) authorities representing provinces or municipal areas traversed by the route for which the Joint Route Management Committee is established; and
  - (e) any interested party identified by the Joint Committee.
3. The Joint Route Management Committee shall—
  - (a) determine the freight transport needs on the route;
  - (b) monitor the carriers on the route;
  - (c) promote effective law enforcement on the route;
  - (d) exchange all information pertaining to the route;
  - (e) address any issue pertaining to the route; and
  - (f) execute such other functions as may be determined from time to time by the Joint Committee.
4. The Joint Route Management Committee shall meet at least once a year or as soon as possible after a verbal request has been made to the chairperson.

## ARTICLE 6

### *Application and Authorization of Cross-Border Passenger Transport*

1. The provisions set out in paragraphs 1, 6, 7, 8, 9, 10 (ii), 10 (iii), 11, 12 of article 4 and paragraphs 1, 2, 3 and 4 of article 5 in respect of the carriage of freight shall *mutatis mutandis*

- apply to the conveyance of passengers.
2. The competent authority of either Party shall issue either a permit authorising the undertaking of a regular international passenger service or an occasional international passenger service in the form prescribed in Annex B.
  3. The competent authority of either Party may issue a permit authorising a regular international passenger service, which shall be valid for an unlimited number of outward and return journeys over a period of three months.
  4. The competent authority of either Party may issue a permit authorising an occasional international passenger service, which shall be valid for single outward and return journeys over a period of 14 days.
  5. The procedure specified in paragraph 4 in respect of the carriage of freight shall also apply to the application for a permit authorizing a regular international passenger service.
  6. Notwithstanding the provisions of paragraphs 3 and 4, the Joint Committee may—
    - (a) determine the maximum number of permits which may be issued in terms of paragraph 3 to the carriers of each Party within any given period of time; and
    - (b) determine maximum periods for the validity of permits other than those prescribed in this Article, for permits issued in terms of this Article.
  7. A passenger list as set out in Annex E shall be required for the conveyance of passengers as contemplated in this Agreement.

## ARTICLE 7

### *Information Management*

1. The competent authority of each Contracting Party shall keep a register containing the information as set out in Annex F.
2. The respective competent authorities shall collect and exchange the information to be included in the register referred to in paragraph 1 on a three-monthly basis.
3. For the purposes of this Article, the Parties shall introduce measures to secure the return of all unused or expired permits by the holders thereof, including the consignment notes and passenger lists pertaining to such permits.

## ARTICLE 8

### *Vehicle and Driver Requirements*

1. All vehicles used in the conveyance of passengers or the carriage of freight shall be roadworthy and suitable for the transport operations for which they are licensed.
2. The registration and licensing of a vehicle in the territory of one Party shall be valid in the territory of the other without any further requirement or formality.
3. The original permit, consignment note or passenger list, certificate of fitness and weighing certificate shall be kept in the vehicle on every journey in the territory of a Party and shall be produced for inspection when required by any officer designated by the competent authority for that purpose.
4. Weighing certificates from checking points in the territory of one Party shall be valid in the territory of the other Contracting Party. Notwithstanding the provisions of this paragraph, the competent inspection authorities of the latter Party shall be entitled to inspect and weigh the load at any time.

5. Certificates of fitness issued in the territory of one Party shall be valid in the territory of the other Party. Notwithstanding the provisions of this paragraph, the competent authority of the latter Party shall be entitled to check the vehicle's fitness or roadworthiness at any time.

## ARTICLE 9

### *Harmonization of Technical Standards*

1. The Parties shall endeavour to harmonize standards in respect of vehicles and drivers in their respective countries in order to facilitate the transport of passengers or freight between their respective territories.
2. The Joint Committee shall be competent to discuss all matters concerning the harmonization of standards contemplated in paragraph 1 and to make the necessary recommendations to achieve harmonization

## ARTICLE 10

### *Harmonization of Commercial Vehicle Guarantees, Fees and Border-Post Operating Hours*

1. The Parties shall endeavour to—
  - (a) ensure the adoption of uniform measures with regard to issuing of commercial vehicle guarantees to facilitate the movement of cross-border transport;
  - (b) harmonize all taxes, fees or other charges of a transport nature levied by them in respect of each other's carriers and shall consider the abolition of such taxes, fees and other charges where appropriate;
  - (c) recognise the need for their respective border-posts to be operational during hours which will facilitate the movement of vehicles between their territories; and
  - (d) recognise that the immigration formalities which apply to transport between their territories should facilitate such transport.
2. The issues referred to in paragraph 1 may be subject to the deliberations in the Joint Committee. Where appropriate, the Parties shall endeavour to secure the attendance at meetings of the Joint Committee of representatives of the authorities responsible for the matters referred to in paragraph 1.
3. In the case where a Party levies a tax, fee or other charge of a transport nature on the carriers of the other Party, the latter Party shall be entitled to impose, on a non-discriminatory basis, an equivalent tax, fee or charge on the carriers of such Party.
4. The Joint Committee may designate ports of entry and authorized routes which may be used for transport as contemplated by this Agreement.

## ARTICLE 11

### *Application of Legislation*

The provisions of this Agreement shall not derogate from the application of the provisions of national laws and regulations imposing any restrictions and controls on the grounds of public health, road traffic, veterinary or phytopathological reasons or the dues chargeable by virtue of such laws and regulations of a Party.

## ARTICLE 12

### *Infringements*

1. Where a carrier contravenes the provisions of this Agreement, the competent authority of the

Party shall, if requested by the competent authority of the Party in whose territory the contravention took place, take one of the following steps, depending on the gravity and the frequency of the contravention—

- (a) issue a written warning indicating that the permit required under this Agreement may be suspended or revoked, or that the carrier may be barred from obtaining a further permit;
  - (b) suspend or revoke the permit; or
  - (c) bar the carrier from obtaining further permits either for a specified period or indefinitely.
2. The Joint Committee shall determine the contraventions in respect of which the steps listed in paragraph 1 may be taken.
  3. The competent authority of the Party in whose territory the contravention took place shall be informed of the measures taken in terms of paragraph 1.

## ARTICLE 13

### *Final Provisions*

1. This Agreement, including all the Annexures which form an integral part of it, shall enter into force on a date to be determined by the Parties and confirmed by an exchange of diplomatic notes and shall remain in force for an indefinite period.
2. The Agreement may be amended in terms of a decision by the Joint Committee to be confirmed by an Exchange of Notes.
3. This Agreement may be terminated by either Contracting Party giving six month's notice of termination to the other through the diplomatic channel.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed and sealed this Agreement in duplicate in the English language both texts being equally authentic.

DONE AT Cape Town on this 20th day of March One Thousand Nine Hundred and Ninety-Seven.

**S. R. MAHARAJ**

*For and on behalf of the Government of the Republic of South Africa*

**S. K. MOYO**

*For and on behalf of the Government of the Republic of Zimbabwe*

## ANNEXURE A

### PERMIT APPLICATION FORM

---

#### PARTICULARS OF APPLICANT

TRADE NAME	_____
IDENTITY NUMBER/ BUSINESS REGISTER NO OF BODY	_____
SURNAME/NAME OF BODY	_____
INITIALS AND FIRST NAMES (Not more than 3) (If applicable)	_____

	One-man bus	Partnership	Priv Co	Public Co	Close Corp	Other
TYPE OF BUSINESS	1	2	3	4	5	6

POSTAL ADDRESS

\_\_\_\_\_

\_\_\_\_\_

Postal Code \_\_\_\_\_

STREET ADDRESS

(If different from postal address)

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER DURING DAY (CONTACT PERSON)

\_\_\_\_\_

\_\_\_\_\_

ADDRESS WHERE OFFICIAL CORRESPONDENCE MUST BE SERVED

Postal Address	Street Address
----------------	----------------

---

**DECLARATION BY APPLICANT**

I, THE CARRIER/REPRESENTATIVE DECLARE THAT ALL THE PARTICULARS FURNISHED BY ME IN THIS FORM ARE TRUE AND CORRECT.

SIGNATURE

DATE

PLACE

---

**AUTHORISED REPRESENTATIVE**

IDENTITY NUMBER

\_\_\_\_\_

TYPE OF IDENTITY DOCUMENT

Passport	ID-doc	Foreign ID	Other
----------	--------	------------	-------

SURNAME

INITIALS AND FIRST NAMES

(Not more than 3) (If applicable)

\_\_\_\_\_

\_\_\_\_\_

---

**PARTICULARS OF PERMIT**

TYPE OF TRANSPORT

1	Occasional international passenger service
2	Regular international passenger service (Please also complete annexure)
3	Goods Transport

PERMIT TYPE

One outward/ return journey	3 Months	12 Months	Other (If applicable)
--------------------------------	----------	-----------	--------------------------

REQUIRED FOR PERIOD  
STARTING

19	:	:
Y	M	D

COUNTRY OF ORIGIN

DEPARTURE POINT

TRANSIT COUNTRY

COUNTRY OF DESTINATION

TOWN/CITY OF DESTINATION

**PARTICULARS OF VEHICLE(S)**

Attach multiples of this section in the event of an application for more than one vehicle for the same route/permit particulars.

MAKE

MAXIMUM NUMBER OF  
PASSENGERS

TARE

GROSS VEHICLE MASS

REGISTRATION NUMBER

CHASSIS NUMBER

EXPIRY DATE OF  
CERTIFICATE OF FITNESS

CERTIFICATE OF FITNESS  
NUMBER

**FOR OFFICE USE ONLY**

FEES PAID AND SERIAL  
NUMBER  
OF RECEIPT

R

and

--	--	--	--	--	--	--	--	--	--

DATE OF DATA ENTRY

19	:	:	:
Y	M	D	




Service frequency

Daily	Weekly	Fortnightly	Monthly	(S)
-------	--------	-------------	---------	-----

**SCHEDULED PASSENGER SERVICE-TIME TABLE:**

DEPART DATES

19						
19						
19						
19						
19						
19						
19						
19						

RETURN DATES

19						
19						
19						
19						
19						
19						
19						
19						

Tariff per passengers kilometre

or

or

**ANNEXURE B  
PERMIT ISSUED**

The permit entitles the holder mentioned below to temporarily import the vehicle specified herein, subject to the terms and conditions of this permit, into the country specified herein for the purpose of carrying goods for hire or reward or in the course of his industry, trade or business.

**CARRIER PARTICULARS**

TRADE NAME

---

NAME

---

ID NUMBER

---

ADDRESS

---



---

**VEHICLE PARTICULARS**



REGISTRATION NUMBER \_\_\_\_\_  
CHASSIS NUMBER \_\_\_\_\_  
MAKE \_\_\_\_\_  
TYPE OF VEHICLE \_\_\_\_\_

---

**PERMIT PARTICULARS**

TYPE OF TRANSPORT \_\_\_\_\_  
NUMBER OF JOURNEYS \_\_\_\_\_  
COUNTRY OF ORIGIN \_\_\_\_\_  
DEPARTURE POINT \_\_\_\_\_  
TRANSIT COUNTRY \_\_\_\_\_  
DESTINATION POINT \_\_\_\_\_  
PERMIT DATE OF ISSUE \_\_\_\_\_  
PERMIT EXPIRY DATE \_\_\_\_\_

THIS PERMIT AUTHORISES AND IS RESTRICTED TO THE CONVEYANCE AS SET OUT  
IN THE FOLLOWING CONDITIONS:

PERMIT SERIAL NUMBER/ISSUE NUMBER

DATE

ON BEHALF OF COMPETENT  
AUTHORITY

---

**STANDARD PERMIT CONDITIONS**

---

This Permit is issued in terms of the Agreements on the Carriage of Goods and Conveyance of Passengers by Road between South Africa and Zimbabwe. The following standard conditions apply to a permit:

1. A permit shall be valid for the use of one self-propelled vehicle at one time.
2. A permit shall be used only by the authorized carrier to whom it is issued and shall not be transferable.
3. The original permit, passenger list or consignment note, as the case may be, shall be carried on the vehicle and, on demand, shall be shown to the appropriate authority.
4. A carrier of one Contracting Party shall not carry goods or convey passengers between two points in the territory of other Contracting Party.
5. Transport operations undertaken in terms of the authority of this permit shall be subject to the application of restrictions and control imposed under national laws and regulations on grounds of environmental protection, public health, road traffic or of veterinary or phytopathological reasons or the levying of such laws and regulations of a Contracting Party.
6. All vehicles used in terms of this permit shall be suitable and roadworthy for the transport operations for which they are licensed.
7. A weighing certificate from checking points in the territory of one Contracting Party shall be valid in the territory of the other Contracting Party. This shall not, however, prevent the weighing and checking of the load by the competent inspection authorities at any time.

8. A certificate of roadworthiness or fitness issued in the territory of one Contracting Party shall be valid in the territory of the other Contracting Party. This shall not, however, prevent the checking of a vehicle's roadworthiness or fitness by the competent inspection authorities at any time.

**PERMIT ISSUED**

**REGULAR INTERNATIONAL PASSENGER SERVICE**

ROUTE DESCRIPTION

<b>DEPARTURE POINTS</b>	<b>INTERMEDIATE TRANSIT POINTS</b>	<b>BORDER POSTS</b>	<b>INTERMEDIATE TRANSIT POINTS</b>	<b>DESTINATION</b>

Service frequency:

SCHEDULED PASSENGER SERVICE-TIME TABLE:

DEPART DATES

19						
19						
19						
19						
19						
19						

RETURN DATES

19						
19						
19						
19						
19						
19						

Tariff per passengers kilometre

or

or

PERMIT SERIAL NUMBER/ISSUE NUMBER

DATE

ON BEHALF OF COMPETENT AUTHORITY

**ANNEXURE C**

**REPLACEMENT OF VEHICLE**

**PARTICULARS OF APPLICANT**

SERIAL NUMBER OF ORIGINAL PERMIT

---

TRADE NAME

---

IDENTITY NUMBER/  
BUSINESS REGISTER NO OF  
BODY

---

SURNAME/NAME OF BODY

---

INITIALS AND FIRST NAMES  
(Not more than 3) (If applicable)

---

	One-man bus	Partnership	Priv Co	Public Co	Close Corp	Other
TYPE OF BUSINESS	1	2	3	4	5	6

POSTAL ADDRESS

---

---

---

Postal  
Code

---

STREET ADDRESS

(If different from postal address)

---

---

---

TELEPHONE NUMBER DURING  
DAY (CONTACT PERSON)

---

---

ADDRESS WHERE OFFICIAL  
CORRESPONDENCE MUST BE  
SERVED

Postal Address	Street Address
-------------------	-------------------

---

**DECLARATION BY APPLICANT**

I, THE CARRIER/REPRESENTATIVE DECLARE THAT ALL THE PARTICULARS  
FURNISHED BY ME IN THIS FORM ARE TRUE AND CORRECT.

SIGNATURE

DATE

PLACE

---

**PARTICULARS OF REPLACEMENT VEHICLE(S)**

MAKE

---

MAXIMUM NUMBER OF  
PASSENGERS

---

TARE

GROSS VEHICLE MASS  
 REGISTRATION NUMBER  
 CHASSIS NUMBER  
 EXPIRY DATE OF  
 CERTIFICATE OF FITNESS  
 CERTIFICATE OF FITNESS  
 NUMBER

---



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**ANNEXURE D  
 CONSIGNMENT NOTE**

*COMPLETE IN PRINT*

NAME OF PERMIT HOLDER  
 PERMIT NUMBER  
 JOURNEY NUMBER I.T.O.  
 PERMIT

---



---



---



---

OUTWARD	RETURN
---------	--------

VEHICLE REGISTRATION NUMBER

---

ROUTE DESCRIPTION

DEPARTURE POINTS	INTERMEDIATE TRANSIT POINTS	BORDER POSTS	INTERMEDIATE TRANSIT POINTS	DESTINATION

DESCRIPTION OF GOODS CARRIED, AS DECLARED BY SENDER

CATEGORY OF GOODS <sup>1</sup>	MASS (kgs)	CATEGORY OF GOODS	MASS (kgs)

ISSUED BY	
-----------	--

NAME	SIGNATURE	DATE	BORDER POST DATE STAMP
------	-----------	------	---------------------------

<sup>1</sup> Insert the goods code as indicated in the attached annexure (eg. A/3, K/4 etc).

Please attach multiples of this form in the event of lack of space for information on the description of goods.

### CATEGORIES OF GOODS

#### A. LIVE ANIMALS, ANIMAL PRODUCTS

1. Live animals
2. Meat and edible meat offal
3. Fish and crustaceans, molluscs and other aquatic invertebrates
4. Dairy produce, birds' eggs, natural honey, edible products of animal origin, not elsewhere specified or included
5. Products of animal origin, not elsewhere specified or included

#### B. VEGETABLE PRODUCTS

6. Live trees and other plants, bulbs, roots and the like, cut flowers and ornamental foliage
7. Edible vegetables and certain roots and tubers
8. Edible fruit and nuts, peel of citrus fruit or melons
9. Tea, coffee, maté and spices
10. Cereals
11. Products of the milling industry, malt, starches, insulin, wheat gluten
12. Oil seeds and oleaginous fruits, miscellaneous grains, seeds and fruits, industrial or medicinal plants, straw and fodder
13. Lac, gums, resins and other vegetable saps and extracts
14. Vegetable plaiting materials, vegetable products not elsewhere specified or included

#### C. ANIMAL OR VEGETABLE FATS AND OILS AND THEIR CLEAVAGE PRODUCTS, PREPARED EDIBLE FATS, ANIMAL OR VEGETABLE WAXES

15. Animal or vegetable fats and oils and their cleavage products, prepared edible fats, animal or vegetable waxes

#### D. PREPARED FOODSTUFFS, BEVERAGES, SPIRITS AND VINEGAR, TOBACCO AND MANUFACTURED TOBACCO SUBSTITUTES

16. Preparations of meat, of fish or of crustaceans, molluscs or other aquatic invertebrates
17. Sugars and sugar confectionery
18. Cacao and cacao preparations
19. Preparations of cereals, flour, starch or milk, bakers' wares
20. Preparations of vegetables, fruit, nuts or other parts of plants
21. Miscellaneous edible preparations

22. Beverages, spirits and vinegar
23. Prepared animal feed, residues and waste from food industries
24. Tobacco prepared and manufactured tobacco substitutes

#### E. MINERAL PRODUCTS

25. Salt, sulphur, earths and stone, plastering materials, lime and cement
26. Ores, slag and ash
27. Mineral fuels, mineral oils and products of their distillation, bituminous substances mineral waxes

#### F. PRODUCTS OF THE CHEMICAL OR ALLIED INDUSTRIES

28. Inorganic chemicals, organic and inorganic compounds of precious metals, or rare-earth metals, of radioactive elements and isotopes
29. Organic chemicals
30. Pharmaceutical products
31. Fertilizers
32. Tanning or dyeing extracts, tannins and their derivatives, dyes, pigments and other colouring matter, paints and varnishes putty and other mastics, ink
33. Essential oils and resinoids, perfumery, cosmetic and toilet preparations
34. Soap, organic surface-active agents, washing preparations, lubricating preparations, artificial waxes, prepared waxes, polishing or scouring preparations, candles and similar articles, modelling pastes, "dental waxes" and dental preparations with a basis of plaster
35. Albuminoidal substances, modified starches, glues, enzymes
36. Explosives, pyrotechnic products, matches, pyrophoric alloys, certain combustible preparations
37. Photographic films and materials
38. Miscellaneous chemical products

#### G. PLASTICS AND ARTICLES THEREOF

39. Plastics and articles thereof
40. Rubber and articles thereof

#### H. RAW HIDES AND SKINS, LEATHER, FURSKINS AND ARTICLES THEREOF, SADDLERY AND HARNESS, TRAVEL ARTICLES, HANDBAGS AND SIMILAR CONTAINERS, ARTICLES OF ANIMAL GUT (OTHER THAN SILKWORM GUT)

41. Raw hides and skins (other than furskin) and leather
42. Articles of leather, saddlery and harness, travel articles, handbags and similar containers, articles of animal gut (other than silkworm gut)
43. Furskins and artificial fur, manufactures thereof

#### I. WOOD AND ARTICLES OF WOOD, WOOD CHARCOAL, CORK AND ARTICLES OF CORK, MANUFACTURES OF STRAW, OF ESPARTO OR OF OTHER PLAITING MATERIALS, BASKETWARE AND WICKERWORK

44. Wood and articles of wood, wood charcoal

45. Cork and articles of cork
46. Manufactures of straw, of esparto or of other plaiting materials, basketware and wickerwork
- J. PULP OF WOOD OR OTHER FIBROUS CELLULOSIC MATERIAL, WASTE AND SCRAP OF PAPER OR PAPERBOARD, PAPER AND PAPERBOARD AND ARTICLES THEREOF
47. Pulp of wood or other fibrous cellulosic material, waste and scrap of paper or paperboard
48. Paper and paperboard, and articles of paper pulp or of paperboard
49. Printed books, newspapers, pictures and other products of the printing industry, manuscripts, typescripts and plan
- K. TEXTILES AND TEXTILE ARTICLES
50. Silk
51. Wool, fine or coarse animal hair, horsehair yarn and woven fabric
52. Cotton
53. Other vegetable textile fibres, paper yarn and woven fabric of paper yarn
54. Man-made filaments
55. Man-made staple fibres
56. Wadding, felt and nonwovens, special yarns, twine, cordage, ropes and cables and articles thereof
57. Carpets and other textile floor coverings
58. Special woven fabrics, tufted textile fabrics, lace, tapestries, trimmings, embroidery
59. Impregnated, coated, covered or laminated textile fabrics, textile articles of a kind suitable for industrial use
60. Knitted or crocheted fabrics
61. Articles of apparel and clothing accessories, knitted or crocheted
62. Articles of apparel and clothing accessories, not knitted or crocheted
63. Other made up textile articles, sets, worn clothing and worn textile articles, rags
- L. FOOTWEAR, HEADGEAR, UMBRELLAS, SUN UMBRELLAS, WALKING STICKS, WHIPS, RIDING-CROPS AND PARTS THEREOF, PREPARED FEATHERS AND ARTICLES MADE THEREWITH, ARTIFICIAL FLOWERS, ARTICLES OF HUMAN HAIR
64. Footwear, gaiters and the like, parts of such articles
65. Headgear and parts thereof
66. Umbrellas, sun umbrellas, walking sticks, seat-sticks, whips, riding-crops and parts thereof
67. Prepared feathers and down and articles made of feathers or of down, artificial flowers, articles of human hair
- M. ARTICLES OF STONE, PLASTER, CEMENT, ASBESTOS, MICA OR SIMILAR MATERIALS, CERAMIC PRODUCTS, GLASS AND GLASSWARE
68. Articles of stone, plaster, cement, asbestos, mica or similar materials
69. Ceramic products
70. Glass and glassware

N. NATURAL OR CULTURED PEARLS, PRECIOUS OR SEMI-PRECIOUS STONES, PRECIOUS METALS, METALS CLAD WITH PRECIOUS METAL AND ARTICLES THEREOF, IMITATION JEWELLERY, COIN

71. Natural or cultured pearls, precious or semi-precious stones, precious metals, metals clad with precious metal and articles thereof, imitation jewellery, coin

O. BASE METALS AND ARTICLES OF BASE METAL

72. Iron and steel

73. Articles of iron and steel

74. Copper and articles thereof

75. Nickel and articles thereof

76. Aluminium and articles thereof

77. Reserved for possible future use

78. Lead and articles thereof

79. Zinc and articles thereof

80. Tin and articles thereof

81. Other base metals, cements, articles thereof

82. Tools, implements, cutlery, spoons and forks of base metal, parts thereof of base metal

83. Miscellaneous articles and base metal

P. MACHINERY AND MECHANICAL APPLIANCES, ELECTRICAL EQUIPMENT, PARTS THEREOF, SOUND RECORDERS AND REPRODUCERS, TELEVISION IMAGE AND SOUND RECORDERS AND REPRODUCERS, AND PARTS AND ACCESSORIES OF SUCH ARTICLES

84. Nuclear reactors, boilers, machinery and mechanical appliances, parts thereof

85. Electrical machinery and equipment and parts thereof, sound recorders and reproducers, television image and sound recorders and reproducers, and parts and accessories of such articles

Q. VEHICLES, AIRCRAFT, VESSELS AND ASSOCIATED TRANSPORT EQUIPMENT

86. Railway or tramway locomotives, rolling stock and parts thereof, railway or tramway track fixtures and fittings and parts, thereof, mechanical (including electro-mechanical) traffic signalling equipment of all kinds

87. Vehicles other than railway or tramway rolling stock, and parts or accessories thereof

88. Aircraft, spacecraft and parts thereof

89. Ships, boats and floating structures

R. OPTICAL, PHOTOGRAPHIC, CINEMATOGRAPHIC, MEASURING, CHECKING, PRECISION, MEDICAL AND SURGICAL INSTRUMENTS AND APPARATUS, CLOCKS AND WATCHES, MUSICAL INSTRUMENTS, PARTS AND ACCESSORIES THEREOF

90. Optical, photographic, cinematographic, measuring, checking, precision, medical and surgical instruments and apparatus, parts and accessories thereof.

91. Clocks and watches and parts thereof

92. Musical instruments, parts and accessories of such articles



S. ARMS AND AMMUNITION, PARTS AND ACCESSORIES THEREOF

93. Arms and ammunition, parts and accessories thereof

T. MISCELLANEOUS MANUFACTURED ARTICLES

94. Furniture, bedding, mattresses, mattress supports, cushions and similar stuffed furnishings, lamps and lighting fittings, not elsewhere specified or included, illuminated signs, illuminated nameplates and the like, prefabricated buildings

95. Toys, games and sports equipment, parts and accessories thereof

96. Miscellaneous manufactured articles

**ANNEXURE E**  
**PASSENGER LIST**

*COMPLETE IN PRINT*

NAME OF PERMIT HOLDER	_____
PERMIT NUMBER	_____
TYPE OF SERVICE PROVIDED	_____
JOURNEY NUMBER I.T.O. PERMIT	_____
VEHICLE REGISTRATION NUMBER	_____
NUMBER OF PASSENGERS	_____

<b>PARTICULARS OF PASSENGERS</b>			
	Name	Nationality	Passport Number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

19			
20			

ORIGIN OF JOURNEY \_\_\_\_\_

DESTINATION OF JOURNEY \_\_\_\_\_

ISSUED BY			BORDER POST DATE STAMP
_____	_____	_____	
NAME	SIGNATURE	DATE	

### ANNEXURE F

#### REGISTERS TO BE KEPT

INFORMATION TO BE INCLUDED IN REGISTER:

PERMIT TYPE

PERMIT SERIAL NUMBER

DATE OF ISSUE

NAME OF THE CARRIER TO WHOM ISSUED

VEHICLE DETAILS:

– REGISTRATION NUMBER

– MAKE

– GROSS PERMITTED WEIGHT OR MAXIMUM NUMBER OF PERMITS

WEIGHT CARGO

QUARTERLY SUMMARIES OF PERMITS OF EACH TYPE USED

### SCHEDULE F

#### BILATERAL ROAD TRANSPORT AGREEMENTS

[Schedule F added by Proclamation No. R.32 of 1998.]

#### BILATERAL AGREEMENT ON ROAD TRANSPORT BETWEEN SOUTH AFRICA AND ZAMBIA

#### TABLE OF CONTENTS

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- Article 2: Objectives
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- Article 6: Joint Committee

Article 7:	Information Management
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**BILATERAL AGREEMENT ON THE CARRIAGE OF GOODS AND CONVEYANCE OF PASSENGERS BY ROAD BETWEEN ZAMBIA AND SOUTH AFRICA**

THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA, HEREINAFTER REFERRED TO AS THE CONTRACTING PARTIES;

**BEING DESIROUS** OF STRENGTHENING THEIR ECONOMIC AND COMMERCIAL RELATIONS IN THE SPIRIT OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE REPUBLIC OF ZAMBIA AND THE REPUBLIC OF SOUTH AFRICA;

**RECOGNIZING** THAT ZAMBIA IS A LAND-LOCKED COUNTRY DEPENDENT UPON NEIGHBOURING STATES FOR ACCESS TO THE SEA;

**WISHING** TO PROMOTE, FACILITATE AND REGULATE THE FREE FLOW OF CROSS-BORDER ROAD FREIGHT AND PASSENGER TRANSPORT SERVICES BETWEEN AND IN TRANSIT THROUGH THEIR RESPECTIVE TERRITORIES;

**WISHING** TO PROVIDE ACCESS FOR THE CARRIERS OF THEIR RESPECTIVE COUNTRIES TO THE TERRITORIES OF BOTH COUNTRIES ON THE BASIS OF RECIPROCITY AND CONDITIONS OF FAIR COMPETITION;

**BEING DESIROUS** TO PROMOTE FAIR AND EQUAL TREATMENT FOR CARRIERS OF BOTH CONTRACTING PARTIES;

**BEING DESIROUS** TO SIMPLIFY EXISTING ADMINISTRATIVE REQUIREMENTS IN THE INTEREST OF ROAD TRANSPORTATION BETWEEN THE TWO COUNTRIES;

**RECOGNISING** THE DEVELOPMENTAL NEEDS OF THE TRANSPORT INDUSTRIES OF BOTH COUNTRIES;

**RECOGNISING** THE OBJECTIVES AND AIMS OF THE REGIONAL STRUCTURES OF WHICH THE CONTRACTING PARTIES ARE MEMBERS;

**NOTING** ALL THE AGREEMENTS IN PLACE BETWEEN THEM RESPECTIVELY AND OTHER COUNTRIES;

**HEREBY AGREE AS FOLLOWS:**

## ARTICLE 1

### *Definitions*

In this Agreement, unless inconsistent with the context—

- (a) **“Agreement”** means this Agreement and any annexure, amendment or extension attached which form an integral part of this Agreement;
- (b) **“Cargo manifest”** means a document as set out in Annexure D;
- (c) **“Carrier”** means any inhabitant of Zambia or South Africa or any legal person registered in Zambia or South Africa engaging in the carriage of goods or the conveyance of passengers by road for hire or reward or in the course of his industry, trade or business by means of a vehicle registered in Zambia or South Africa and shall include a person in charge of the vehicle;
- (d) **“Competent authority”** means—
  - (i) for South Africa, the National Transport Commission;
  - (ii) for Zambia, the Permanent Secretary of the Ministry responsible for Communication and Transport;
  - (iii) any other body or person designated for that purpose by one of the Contracting Parties whose authority shall be duly notified in writing;
- (e) **“Joint Committee”** means the body established in terms of Article 6 of the Agreement;
- (f) **“Joint Route Management Committee”** means the body which may be established in terms of Article 4 (13) of the Agreement;
- (g) **“Occasional International Passenger Service”** means the conveyance of passengers by road for reward or by means of a hired vehicle on a single occasion, but excluding cabotage;
- (h) **“Passenger manifest”** means a document as set out in Annexure E;
- (i) **“Regular International Passenger Service”** means a daily, weekly or monthly service to convey passengers by road for reward or by means of a hired vehicle along a specified route between a point or points in the territory of one Contracting Party and a point or points in the territory of the other Contracting Party—
  - (i) in accordance with predetermined timetables and tariffs as approved by the competent authority of the Contracting Party in whose territory the conveyance is authorised; or
  - (ii) without predetermined timetables or tariffs;  
but excluding cabotage;
- (j) **“South Africa”** means the Government of the Republic of South Africa or, when used in a geographical sense, the Republic of South Africa;
- (k) **“transport year”** means a period of one year commencing on a date in a given year and expiring on a date in the following year as agreed by the Joint Committee;
- (l) **“Vehicle”** means—
  - (i) in relation to passengers, any mechanically-propelled road vehicle which:
    - (aa) is constructed or adapted for the conveyance of passengers;

- (bb) has at least nine seats in addition to that of the driver;
- (cc) is registered in the territory of one Contracting Party and owned and operated by or on behalf of any carrier authorized in that territory to convey passengers and is temporarily imported into the territory of the other Contracting Party; and
- (ii) in relation to goods, any mechanically-propelled road vehicle which is—
  - (aa) constructed or adapted for and used on the roads for the carriage of goods; and
  - (bb) registered in the territory of one Contracting Party and is temporarily imported in the territory of the other Contracting Party for the purpose of the international carriage of goods; and
- (m) **“Zambia”** means the Government of the Republic of Zambia or, when used in a geographical sense, the Republic of Zambia.

## ARTICLE 2

### *Objectives*

1. The objectives of the Contracting Parties are—
  - (a) to have a regulatory system which results in effective transport services to consumers in the respective territories of the Contracting Parties;
  - (b) to ensure the development of a strong and competitive road transport industry in which carriers are in general able to compete successfully for a fair share of available traffic between the territories of the Contracting Parties;
  - (c) to ensure that adequate levels of public safety in road transportation are maintained;
  - (d) to guard against abuse of the transport infrastructure and to recover infrastructure costs from road users in a non-discriminatory manner;
  - (e) to promote the acceptance of harmonised vehicle dimensions, road traffic safety and driver qualification standards;
  - (f) to improve the efficiency of the permit issuing process and border control procedures as well as the operation and maintenance of transport and trade data bases; and
  - (g) to develop the capacity of competent authorities in respect of the management, information and administration of road transportation in order to implement this Agreement.
2. The Joint Committee shall monitor the progress towards achieving these objectives.

## ARTICLE 3

### *Cabotage*

1. Nothing in this Agreement shall be deemed to confer on a carrier of one Contracting Party the right of picking up or setting down in the territory of the other Contracting Party goods or passengers destined for or originating from another point in the territory of the other Contracting Party.
2. Nothing in this Agreement shall be deemed to confer on the carrier of a Contracting Party the right to carry goods or convey passengers between the territory of the other Contracting Party and a third state.

3. Nothing in this Agreement shall be deemed to confer the right on a third country carrier to carry goods or convey passengers between any point in the territory of one Contracting Party and any Point in the territory of the other Contracting Party.

#### ARTICLE 4

##### *Authorization of Goods Transport*

1. A carrier wishing to undertake the carriage of goods by road—
  - (i) between any point in the territory of one Contracting Party and any point in the territory of the other Contracting Party; or
  - (ii) in transit across the territory of a Contracting Party;shall apply for a permit authorizing such carriage to the competent authority of the Contracting Party in whose territory the vehicle to be used for such carriage is registered in the manner prescribed in Annexure A.
2. A permit shall be issued by the competent authority of either Contracting Party in the form prescribed in Annexure B.
3. The competent authority of either Contracting Party may issue the following permits—
  - (i) a permit which shall be valid for one outward and return journey;
  - (ii) a permit which shall be valid for an unlimited amount of outward and return journeys over a period of three months; and
  - (iii) subject to the provisions of sub-article (4), a permit which shall be valid for an unlimited amount of outward and return journeys over a period of one year.
4. In the case of an application for a permit as contemplated in sub-article (3) (iii)—
  - (i) the competent authority of a Contracting Party which is in receipt of an application for such a permit, shall prior to issuing a permit, forward such application to the competent authority of the other Contracting Party;
  - (ii) the competent authority of the Contracting Party to which an application has been forwarded, shall notify the other competent authority within three weeks of receipt of the application, whether or not it supports the issuing of a permit to the applicant and may make such other recommendations with regard to the application as it deems fit in accordance with the provisions of this Agreement—

Provided that the competent authority which has forwarded the application may, in the absence of a response from the other competent authority within three weeks of receipt of such application, issue such permit after having enquired telephonically from the other competent authority whether it has any response.
5. Notwithstanding the provisions of sub-article (3), the Joint Committee may—
  - (i) fix the maximum number of permits which may be issued in terms of sub-article (3) to the carriers of each Party within any given transport year;
  - (ii) specify the maximum number of outward and return journeys which a carrier may be authorized to undertake in respect of a permit issued in terms of sub-article (3) (ii) and (iii); and/or
  - (iii) determine the maximum periods for the validity of a permit other than those prescribed in this article, for permits issued in terms of this article.
6. A carrier who has been authorized to conduct the carriage of goods as contemplated in sub-article

- (1), shall not be required to obtain any additional authorization to undertake such carnage from the competent authority of the other Contracting Party.
7. A permit shall be valid for the use of one vehicle.
  8. A permit shall only be valid for use by the carrier to whom it was issued and shall not be transferable.
  9. Nothing in this article shall deprive a competent authority of its right to suspend or repeal a permit issued by it.
  10. No permit shall be required for the following operations—
    - (i) the carriage of goods in vehicles of less than 3500 kilograms gross vehicle mass;
    - (ii) the movement of unladen vehicles; and
    - (iii) movement of breakdown vehicles or vehicles intended to replace a vehicle which has broken down.
  11. The holder of a permit in respect of a vehicle which has been stolen, sold or scrapped, may apply for a replacement of the vehicle in the manner prescribed in Annexure C: Provided that a competent authority of a Contracting Party receiving an application as contemplated in this subarticle, may grant such application in whole or in part or refuse such application.
  12. The Contracting Parties may establish a Joint Route Management Committee for a goods transport route between any point in the territory of one Contracting Party and any point in the territory of the other Contracting Party.
  13. The Joint Route Management Committee shall comprise of representatives from—
    - (i) each Contracting Party;
    - (ii) traffic and transport policing authorities from both Contracting Parties;
    - (iii) carriers; and
    - (iv) authorities representing provinces or municipal areas traversed by the route for which in the Joint Route Management Committee is established.
  14. The Joint Route Management Committee shall—
    - (i) determine the goods transport needs on the route;
    - (ii) monitor the carriers on the route;
    - (iii) promote effective law enforcement on the route;
    - (iv) exchange all information pertaining to the route;
    - (v) address any issue pertaining to the route; and
    - (vi) execute such other functions as may be determined from time to time by the Joint Committee.
  15. The Joint Route Management Committee shall meet at least once a year or as soon as possible after a verbal request has been made to the chairperson.
  16. The Joint Committee shall—
    - (i) identify new routes for which Joint Route Management Committees may be established;
    - (ii) identify other participants or interest groups who may be approached to participate in a Joint Route Management Committee; and
    - (iii) determine procedures for the functioning of the Joint Route Management Committee

17. A cargo manifest as set out in Annexure D shall be required for the carriage of goods as contemplated in this Agreement.

## ARTICLE 5

### *Authorization of Passenger Transport*

1. The provisions set out in sub-articles (1), (6), (7), (8), (9), (10) (ii), (10) (iii), (11), (12), (13), (14), (15) and (16) of Article 4 in respect of the carriage of goods shall *mutatis mutandis* apply to the conveyance of passengers.
2. The competent authority of either Contracting Party shall issue either a permit authorizing the undertaking of a regular international passenger service or an occasional international passenger service in the form prescribed in Annexure B.
3. The competent authority of either Contracting Party may issue a permit authorizing a regular international passenger service, which shall be valid for a unlimited number of outward and return journeys over a period of three months.
4. The competent authority of either Contracting Party may issue a permit authorizing an occasional international passenger service, which shall be valid for single outward and return journeys over a period of 14 days.
5. The procedure specified in Article 4 (4) in respect of the carriage of goods shall also apply to the application for a permit authorizing a regular international passenger service.
6. A passenger manifest as set out in Annexure E shall be required for the conveyance of passengers as contemplated in this Agreement.
7. Notwithstanding the provisions of sub-articles (3) and (4), the Joint Committee may:
  - (i) fix the maximum number of permits which may be issued in terms of sub-article 3 to the carriers of each Party within any given transport year;
  - (ii) specify the maximum number of outward and return journeys which a carrier may be authorized to undertake in respect of a permit issued in terms of sub-article (3) and/or
  - (iii) determine maximum periods for the validity of permits other than those prescribed in this article, for permits issued in terms of this article.

## ARTICLE 6

### *Joint Committee*

1. A Joint Committee comprising representatives of each Contracting Party shall oversee the implementation and application of this Agreement.
2. The Joint Committee shall meet at least four times a year, or within six weeks after a written request has been made by either Contracting Party.
3. The Joint Committee shall deliberate on any issue arising from the implementation and application of this Agreement and in particular the issues referred to in Article 8 and 9.
4. The Joint Committee shall aim to amicably settle any dispute which may arise from the implementation or application of this Agreement. In the event that such dispute cannot be settled, the Contracting Parties shall each appoint an arbitrator, who shall jointly appoint a third party to act as arbitrator. The three arbitrators shall jointly lay down the rules and procedures of the arbitration. The arbitrators' award shall be final and binding.

## ARTICLE 7



### *Information Management*

1. The competent authority of each Contracting Party shall maintain a register containing the information as set out in Annexure F.
2. Competent authorities shall regularly provide each other with the information contained in the register envisaged in sub-article (1) at each meeting of the Joint Committee, collected on a three monthly basis.
3. For the purposes of this article, the Contracting Parties shall introduce measures to secure the return of all unused or expired permits by the holders thereof, including the cargo manifests or passenger manifests pertaining to such permits, as the case may be.

### ARTICLE 8

#### *Technical Matters*

1. All vehicles used in the conveyance of passengers or the carriage of goods shall be roadworthy and suitable for the transport operations for which they are licensed.
2. The registration and licensing of a vehicle in the territory of one Contracting Party shall be valid in the territory of the other without any further requirement or formality.
3. The original permit, cargo manifest or passenger manifest, certificate of fitness and weighing certificate shall be kept in the vehicle on every journey in the territory of a Contracting Party and shall be produced for inspection when required by any officer designated by the competent authority for that purpose.
4. Weighing certificates from checking points in the territory of one Contracting Party shall be valid in the territory of the other Contracting Party. Notwithstanding the provisions of this sub-article, the competent inspection authorities of the latter Contracting Party shall be entitled to inspect and weigh the load at any time.
5. Certificates of fitness issued in the territory of one Contracting Party shall be valid in the territory of the other Contracting Party. Notwithstanding the provisions of this sub-article, the competent authority of the latter Contracting Party shall be entitled to check the vehicle's fitness or roadworthiness at any time.
6. The Contracting Parties shall endeavour to harmonize standards in respect of vehicles and drivers in their respective countries in order to facilitate the transport of passengers or goods between their respective territories.
7. The Joint Committee shall be competent to discuss all matters concerning the harmonization of standards contemplated in sub-article (6) and to make the necessary recommendations to achieve harmonization.

### ARTICLE 9

#### *Ancillary Matters*

1. The Contracting Parties shall endeavour to—
  - (i) ensure the adoption of uniform measures with regard to issuing of commercial vehicle guarantees to facilitate the movement of cross-border transport;
  - (ii) harmonize all taxes, fees or other charges of a transport nature levied by them in respect of each other's carriers and shall consider the abolition of such taxes, fees and other charges where appropriate;
  - (iii) recognise the need for their respective border posts to be operational during hour in which will facilitate the movement of vehicles between their territories; and

- (iv) recognise that the immigration formalities which apply to transport between their territories should facilitate such transport.
- 2. The issues referred to in sub-article (1) may be subject to the deliberations in the Joint Committee. Where appropriate, the Contracting Parties shall endeavour to secure the attendance at meetings of the Joint Committee of representatives of those authorities responsible for the matters referred to in sub-article (1).
- 3. In the case where a Contracting Party levies a tax, fee or other charge of a transport nature on the carriers of the other Contracting Party, the latter Contracting Party shall be entitled to impose, on a non-discriminatory basis, an equivalent tax, fee or charge on the carriers of such Party.
- 4. The Joint Committee may designate ports of entry and authorized routes which may be used for transport as contemplated by this Agreement.

## ARTICLE 10

### *Application of Legislation*

- 1. The provisions of this Agreement shall not derogate from the application of the provisions of national laws and regulations imposing any restrictions and controls on the grounds of environmental protection, public health, road traffic, veterinary or phytopathological reasons or the dues chargeable by virtue of such laws and regulations of a Contracting Party.
- 2. The Agreement shall not affect the right or validity or the execution of any obligation under international agreements, conventions, treaties, arrangements or protocols to which a Contracting Party is a party.

## ARTICLE 11

### *Infringements*

- 1. Where a carrier contravenes this Agreement, the competent authority of the Contracting Party shall, if requested by the competent authority of the Contracting Party in whose territory the contravention took place, take one of the following steps, depending on the gravity and the frequency of the contravention:
  - (i) issue a written warning indicating that the permit required under this Agreement may be suspended or revoked, or that the carrier may be barred from obtaining a further permit;
  - (ii) suspend or revoke the permit; or
  - (iii) bar the carrier from obtaining further permits either for a specified period or indefinitely.
- 2. The Joint Committee shall determine the contraventions in respect of which the steps listed in subarticle (1) may be taken.
- 3. The competent authority of the Contracting Party in whose territory the contravention took place shall be informed of the measures taken in terms of sub-article (1).

## ARTICLE 12

### *Entry into Force, Amendment and Termination of Agreement*

- 1. This Agreement, including all the Annexures which form an integral part of it, shall enter into force on a date to be determined by the Contracting Parties and confirmed by an exchange of diplomatic notes and shall remain in force for an indefinite period.
- 2. The Agreement may be amended in terms of a decision by the Joint Committee to be confirmed by an Exchange of Notes.

3. This Agreement may be terminated by either Contracting Party giving six months' notice of termination to the other through the diplomatic channel.

### ARTICLE 13

#### *Notice Clause*

1. Where, in accordance with the Agreement, a notice in writing is required, it shall be sent by registered post, fax or telex to the address, fax or telex number of the Contracting Party to receive it as detailed below, or to such other address as may from time to time be notified by either Party to the other in writing and the effective date of such notice shall be seven days after the date of postage, registration or (in the case of telex or fax) the date of receipt.

The Republic of Zambia  
The Permanent Secretary  
Ministry of Communications and Transport  
P O Box 50065  
Lusaka  
ZAMBIA  
Tel: (092601) 25 1444  
Fax: (092601) 25 3260  
Telex:41680

The Republic of South Africa  
The Director-General  
The Department of Transport, South Africa  
Private Bag X 193  
Pretoria  
0001  
SOUTH AFRICA  
Tel: (+2712) 290 9111  
Fax:(+2712) 326 4790

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement in duplicate in the English language.

DONE AT Pretoria on this 8th day of October One Thousand Nine Hundred and Ninety-Six.

**S. R. MAHARAJ**

*For and on behalf of the Government of the Republic of South Africa*

**D. LUPUNGA**

*For and on behalf of the Government of the Republic of Zambia*

### ANNEXURE A

#### PERMIT APPLICATION FORM

---

#### PARTICULARS OF APPLICANT

TRADE NAME

IDENTITY NUMBER/

BUSINESS REGISTER NO OF BODY

SURNAME/NAME OF BODY

INITIALS AND FIRST NAMES

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---

(Not more than 3) (If applicable)

	One-man bus	Partnership	Priv Co	Public Co	Close Corp	Other
TYPE OF BUSINESS	1	2	3	4	5	6

POSTAL ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
Postal Code \_\_\_\_\_

STREET ADDRESS

(If different from postal address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER DURING DAY (CONTACT PERSON)

\_\_\_\_\_  
\_\_\_\_\_

ADDRESS WHERE OFFICIAL CORRESPONDENCE MUST BE SERVED

Postal Address	Street Address
----------------	----------------

---

**DECLARATION BY APPLICANT**

I, THE CARRIER/REPRESENTATIVE DECLARE THAT ALL THE PARTICULARS FURNISHED BY ME IN THIS FORM ARE TRUE AND CORRECT.

SIGNATURE

DATE

PLACE

---

**CHAIRMAN/MANAGING DIRECTOR/SENIOR PARTNER  
(IRO BODY OF PERSONS)**

IDENTITY NUMBER

\_\_\_\_\_

TYPE OF IDENTITY DOCUMENT

Passport	ID-doc	Foreign ID	Other
----------	--------	------------	-------

SURNAME

INITIALS AND FIRST NAMES

(Not more than 3) (If applicable)

\_\_\_\_\_  
\_\_\_\_\_

**PARTICULARS OF PERMIT**

TYPE OF TRANSPORT

1	Occasional international passenger service
2	Regular international passenger service (Please also complete annexure)
3	Goods Transport

PERMIT TYPE

One outward/ return journey	3 Months	12 Months	Other (If applicable)
--------------------------------	----------	-----------	--------------------------

REQUIRED FOR PERIOD STARTING

19	:	:
Y	M	D

COUNTRY OF ORIGIN

DEPARTURE POINT

TRANSIT COUNTRY

COUNTRY OF DESTINATION

TOWN/CITY OF DESTINATION

**PARTICULARS OF VEHICLE(S)**

Attach multiples of this section in the event of an application for more than one vehicle for the same route/permit particulars.

MAKE

MAXIMUM NUMBER OF PASSENGERS

TARE

GROSS VEHICLE MASS

REGISTRATION NUMBER

CHASSIS NUMBER

EXPIRY DATE OF CERTIFICATE OF FITNESS

CERTIFICATE OF FITNESS NUMBER

**FOR OFFICE USE ONLY**

FEES PAID AND SERIAL NUMBER OF RECEIPT

R

and

--	--	--	--	--	--	--	--	--	--

DATE OF DATA ENTRY

19	:	:	:
----	---	---	---

DATE OF DOCUMENTATION  
DISPATCHED/COLLECTED

	Y	M	D
19	:	:	:
	Y	M	D

---

**CONSULTATION PROCEDURE**

COMMENT ON APPLICATION

(National Transport Commission - SA/Permanent Secretary – Zambia)

DATE OF DISPATCHED TO  
SECOND

19	:	:	:
----	---	---	---

COMPETENT AUTHORITY

Y M D

.....

COMMENT ON APPLICATION

(Permanent Secretary – Zambia/National Transport Commission – SA)

DATE RECEIVED

19	:	:	:
----	---	---	---

Y M D

DATE DISPATCHED TO FIRST

19	:	:	:
----	---	---	---

COMPETENT AUTHORITY

Y M D

To be completed in the case of an application to undertake a regular international passenger service.

---

**REGULAR INTERNATIONAL PASSENGER SERVICE**

ROUTE DESCRIPTION

DEPARTURE POINTS	INTERMEDIATE TRANSIT POINTS	BORDER POSTS	INTERMEDIATE TRANSIT POINTS	DESTINATION


Service frequency

Daily	Weekly	Fortnightly	Monthly	C (S)
-------	--------	-------------	---------	----------

**SCHEDULED PASSENGER SERVICE-TIME TABLE:**

DEPART DATES

19						
19						
19						
19						
19						
19						
19						
19						

RETURN DATES

19						
19						
19						
19						
19						
19						
19						
19						

Tariff per passengers kilometre

or

or

**ANNEXURE B**

**PERMIT ISSUED**

The permit entitles the holder mentioned below to temporarily import the vehicle specified herein, subject to the terms and conditions of this permit, into the country specified herein for the purpose of carrying goods for hire or reward or in the course of his industry, trade or business.

**CARRIER PARTICULARS**

TRADE NAME

---

NAME

---

ID NUMBER

---

ADDRESS

---



---

**VEHICLE PARTICULARS**

REGISTRATION NUMBER \_\_\_\_\_  
CHASSIS NUMBER \_\_\_\_\_  
MAKE \_\_\_\_\_  
TYPE OF VEHICLE \_\_\_\_\_

---

**PERMIT PARTICULARS**

TYPE OF TRANSPORT \_\_\_\_\_  
NUMBER OF JOURNEYS \_\_\_\_\_  
COUNTRY OF ORIGIN \_\_\_\_\_  
DEPARTURE POINT \_\_\_\_\_  
TRANSIT COUNTRY \_\_\_\_\_  
DESTINATION POINT \_\_\_\_\_  
PERMIT DATE OF ISSUE \_\_\_\_\_  
PERMIT EXPIRY DATE \_\_\_\_\_

THIS PERMIT AUTHORISES AND IS RESTRICTED TO THE CONVEYANCE AS SET OUT  
IN THE FOLLOWING CONDITIONS:

PERMIT SERIAL NUMBER/ISSUE NUMBER

DATE

ON BEHALF OF COMPETENT  
AUTHORITY

---

**STANDARD PERMIT CONDITIONS**

---

This Permit is issued in terms of the Bilateral Agreement on the Carriage of Goods and Conveyance of Passengers by Road between South Africa and Zambia. The following standard conditions apply to a permit:

1. A permit shall be valid for the use of one vehicle at one time.
2. A permit shall be used only by the authorized carrier to whom it is issued and shall not be transferable.
3. The original permit, passenger manifest or cargo manifest, as the case may be, shall be carried on the vehicle and, on demand, shall be shown to the appropriate authority.
4. A carrier of one Contracting Party shall not carry goods or convey passengers between two points in the territory of other Contracting Party or between points in the territory of the latter Contracting Party and a third state.
5. Transport operations undertaken in terms of the authority of this permit shall be subject to the application of restrictions and control imposed under national laws and regulations on grounds of environmental protection, public health, road traffic or of veterinary or phytopathological reasons or the levying of dues chargeable by virtue of such laws and regulations of a Contracting Party.
6. All vehicles used in terms of this permit shall be suitable and roadworthy for the transport operations for which they are licensed.
7. A weighing certificate from checking points in the territory of one Contracting Party shall be valid in the



territory of the other Contracting Party. This shall not, however, prevent the weighing and checking of the load by the competent inspection authorities at any time.

8. A certificate of roadworthiness or fitness issued in the territory of one Contracting Party shall be valid in the territory of the other Contracting Party. This shall not, however, prevent the checking of a vehicle's roadworthiness or fitness by the competent inspection authorities at any time.

**PERMIT ISSUED**

**REGULAR INTERNATIONAL PASSENGER SERVICE**

ROUTE DESCRIPTION

<b>DEPARTURE POINTS</b>	<b>INTERMEDIATE TRANSIT POINTS</b>	<b>BORDER POSTS</b>	<b>INTERMEDIATE TRANSIT POINTS</b>	<b>DESTINATION</b>

Service frequency:

SCHEDULED PASSENGER SERVICE-TIME TABLE:

DEPART DATES

19						
19						
19						
19						
19						
19						

RETURN DATES

19						
19						
19						
19						
19						
19						

Tariff per passengers kilometre

or

or

PERMIT SERIAL NUMBER/ISSUE NUMBER

DATE

ON BEHALF OF COMPETENT AUTHORITY

**ANNEXURE C**

**REPLACEMENT OF VEHICLE**

**PARTICULARS OF APPLICANT**

SERIAL NUMBER OF ORIGINAL PERMIT

---

TRADE NAME

---

IDENTITY NUMBER/  
BUSINESS REGISTER NO OF  
BODY

---

SURNAME/NAME OF BODY

---

INITIALS AND FIRST NAMES  
(Not more than 3) (If applicable)

---

TYPE OF BUSINESS	One-man bus	Partnership	Priv Co	Public Co	Close Corp	Other
	1	2	3	4	5	6

POSTAL ADDRESS

---

---

---

Postal Code

---

STREET ADDRESS

(If different from postal address)

---

---

---

TELEPHONE NUMBER DURING DAY (CONTACT PERSON)

---

---

ADDRESS WHERE OFFICIAL CORRESPONDENCE MUST BE SERVED

Postal Address	Street Address
----------------	----------------

---

**DECLARATION BY APPLICANT**

I, THE CARRIER/REPRESENTATIVE DECLARE THAT ALL THE PARTICULARS FURNISHED BY ME IN THIS FORM ARE TRUE AND CORRECT.

SIGNATURE

DATE

PLACE

---

**PARTICULARS OF REPLACEMENT VEHICLE(S)**

MAKE

---

MAXIMUM NUMBER OF PASSENGERS

---

TARE

GROSS VEHICLE MASS  
 REGISTRATION NUMBER  
 CHASSIS NUMBER  
 EXPIRY DATE OF  
 CERTIFICATE OF FITNESS  
 CERTIFICATE OF FITNESS  
 NUMBER

---



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**ANNEXURE D  
 CARGO MANIFEST**

*COMPLETE IN PRINT*

NAME OF PERMIT HOLDER  
 PERMIT NUMBER  
 JOURNEY NUMBER I.T.O.  
 PERMIT

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---

OUTWARD	RETURN
---------	--------

VEHICLE REGISTRATION NUMBER

---

ROUTE DESCRIPTION

DEPARTURE POINTS	INTERMEDIATE TRANSIT POINTS	BORDER POSTS	INTERMEDIATE TRANSIT POINTS	DESTINATION

DESCRIPTION OF GOODS CARRIED, AS DECLARED BY SENDER

CATEGORY OF GOODS <sup>1</sup>	MASS (kgs)	CATEGORY OF GOODS	MASS (kgs)

ISSUED BY	
-----------	--

NAME	SIGNATURE	DATE	BORDER POST DATE STAMP
------	-----------	------	---------------------------

<sup>1</sup> Insert the goods code as indicated in the attached annexure (eg. A/3, K/50 etc).

Please attach multiples of this form in the event of lack of space for information on the description of goods.

### CATEGORIES OF GOODS

#### A. LIVE ANIMALS, ANIMAL PRODUCTS

1. Live animals
2. Meat and edible meat offal
3. Fish and crustaceans, molluscs and other aquatic invertebrates
4. Dairy products, birds' eggs, natural honey, edible products of animal origin, not elsewhere specified or included
5. Products of animal origin, not elsewhere specified or included

#### B. VEGETABLE PRODUCTS

6. Live trees and other plants, bulbs, roots and the like, cut flowers and ornamental foliage
7. Edible vegetables and certain roots and tubers
8. Edible fruit and nuts, peel of citrus fruit or melons
9. Tea, coffee, maté and spices
10. Cereals
11. Products of the milling industry, malt, starches, insulin, wheat gluten
12. Oil seeds and oleaginous fruits, miscellaneous grains, seeds and fruits, industrial or medicinal plants, straw and fodder
13. Lac, gums, resins and other vegetable saps and extracts
14. Vegetable plaiting materials, vegetable products not elsewhere specified or included

#### C. ANIMAL OR VEGETABLE FATS AND OILS AND THEIR CLEAVAGE PRODUCTS, PREPARED EDIBLE FATS, ANIMAL OR VEGETABLE WAXES

15. Animal or vegetable fats and oils and their cleavage products, prepared edible fats, animal or vegetable waxes

#### D. PREPARED FOODSTUFFS, BEVERAGES, SPIRITS AND VINEGAR, TOBACCO AND MANUFACTURED TOBACCO SUBSTITUTES

16. Preparations of meat, or fish or of crustaceans, molluscs or other aquatic invertebrates
17. Sugars and sugar confectionery
18. Cacao and cacao preparations
19. Preparations of cereals, flour, starch or milk, bakers' wares
20. Preparations of vegetables, fruit, nuts or other parts of plants
21. Miscellaneous edible preparations

22. Beverages, spirits and vinegar
23. Prepared animal feed, residues and waste from food industries
24. Tobacco prepared and manufactured tobacco substitutes

#### E. MINERAL PRODUCTS

25. Salt, sulphur, earths and stone, plastering materials, lime and cement
26. Ores, slag and ash
27. Mineral fuels, mineral oils and products of their distillation, bituminous substances, mineral waxes

#### F. PRODUCTS OF THE CHEMICAL OR ALLIED INDUSTRIES

28. Inorganic chemicals, organic and inorganic compounds of precious metals, or rare-earth metals, or radioactive elements and isotopes
29. Organic chemicals
30. Pharmaceutical products
31. Fertilizers
32. Tanning or dyeing extracts, tannins and their derivatives, dyes, pigments and other colouring matter, paints and varnishes, putty and other mastics, ink
33. Essential oils and resinoids, perfumery, cosmetic and toilet preparations
34. Soap, organic surface-active agents, washing preparations, lubricating preparations, artificial waxes, prepared waxes, polishing or scouring preparations, candles and similar articles, modelling pastes, "dental waxes" and dental preparations with a basis of plaster
35. Albuminoidal substances, modified starches, glues, enzymes
36. Explosives, pyrotechnic products, matches, pyrophoric alloys, certain combustible preparations
37. Photographic films and materials
38. Miscellaneous chemical products

#### G. PLASTICS AND ARTICLES THEREOF

39. Plastics and articles thereof
40. Rubber and articles thereof

#### H. RAW HIDES AND SKINS, LEATHER, FURSKINS AND ARTICLES THEREOF, SADDLERY AND HARNESS, TRAVEL ARTICLES, HANDBAGS AND SIMILAR CONTAINERS, ARTICLES OF ANIMAL GUT (OTHER THAN SILKWORM GUT)

41. Raw hides and skins (other than furskin) and leather
42. Articles of leather, saddlery and harness, travel articles, handbags and similar containers, articles of animal gut (other than silkworm gut)
43. Furskins and artificial fur, manufactures thereof

#### I. WOOD AND ARTICLES OF WOOD, WOOD CHARCOAL, CORK AND ARTICLES OF CORK, MANUFACTURED OF STRAW, OF ESPARTO OR OF OTHER PLAITING MATERIALS, BASKETWARE AND WICKERWORK

44. Wood and articles of wood, wood charcoal

45. Cork and articles of cork
46. Manufactures of straw, of esparto or of other plaiting materials, basketware and wickerwork
- J. PULP OF WOOD OR OTHER FIBROUS CELLULOSIC MATERIAL, WASTE AND SCRAP OF PAPER OR PAPERBOARD, PAPER AND PAPERBOARD AND ARTICLES THEREOF
47. Pulp of wood or other fibrous cellulosic material, waste and scrap of paper or paperboard
48. Paper and paperboard, and articles of paper pulp or of paperboard
49. Printed books, newspapers, pictures and other products of the printing industry, manuscripts, typescripts and plans
- K. TEXTILES AND TEXTILE ARTICLES
50. Silk
51. Wool, fine or coarse animal hair, horsehair yarn and woven fabric
52. Cotton
53. Other vegetable textile fibres, paper yarn and woven fabric of paper yarn
54. Man-made filaments
55. Man-made staple fibres
56. Wadding, felt and nonwovens, special yarns, twine, cordage, ropes and cables and articles thereof
57. Carpets and other textile floor coverings
58. Special woven fabrics, tufted textile fabrics, lace, tapestries, trimmings, embroidery
59. Impregnated, coated, covered or laminated textile fabrics, textile articles of a kind suitable for industrial use
60. Knitted or crocheted fabrics
61. Articles of apparel and clothing accessories, knitted or crocheted
62. Articles of apparel and clothing accessories, not knitted or crocheted
63. Other made up textile articles, sets, worn clothing and worn textile articles, rags
- L. FOOTWEAR, HEADGEAR, UMBRELLAS, SUN UMBRELLAS, WALKING STICKS, WHIPS, RIDING-CROPS AND PARTS THEREOF, PREPARED FEATHERS AND ARTICLES MADE THEREWITH, ARTIFICIAL FLOWERS, ARTICLES OF HUMAN HAIR
64. Footwear, gaiters and the like, parts of such articles
65. Headgear and parts thereof
66. Umbrellas, sun umbrellas, walking sticks, seat-sticks, whips, riding-crops and parts thereof
67. Prepared feathers and down and articles made of feathers or of down, artificial flowers, articles of human hair
- M. ARTICLES OF STONE, PLASTER, CEMENT, ASBESTOS, MICA OR SIMILAR MATERIALS, CERAMIC PRODUCTS, GLASS AND GLASSWARE
68. Articles of stone, plaster, cement, asbestos, mica or similar materials
69. Ceramic products
70. Glass and glassware

N. NATURAL OR CULTURED PEARLS, PRECIOUS OR SEMI-PRECIOUS STONES, PRECIOUS METALS, METALS CLAD WITH PRECIOUS METAL AND ARTICLES THEREOF, IMITATION JEWELLERY, COIN

71. Natural or cultured pearls, precious or semi-precious stones, precious metals, metals clad with precious metal and articles thereof, imitation jewellery, coin

O. BASE METALS AND ARTICLES OF BASE METAL

72. Iron and steel

73. Articles of iron and steel

74. Copper and articles thereof

75. Nickel and articles thereof

76. Aluminium and articles thereof

77. Reserved for possible future use

78. Lead and articles thereof

79. Zinc and articles thereof

80. Tin and articles thereof

81. Other base metals, cements, articles thereof

82. Tools, implements, cutlery, spoons and forks of base metal, parts thereof of base metal

83. Miscellaneous articles and base metal

P. MACHINERY AND MECHANICAL APPLIANCES, ELECTRICAL EQUIPMENT, PARTS THEREOF, SOUND RECORDERS AND REPRODUCERS, TELEVISION IMAGE AND SOUND RECORDERS AND REPRODUCERS, AND PARTS AND ACCESSORIES OF SUCH ARTICLES

84. Nuclear reactors, boilers, machinery and mechanical appliances, parts thereof

85. Electrical machinery and equipment and parts thereof, sound recorders and reproducers, television image and sound recorders and reproducers, and parts and accessories of such articles

Q. VEHICLES, AIRCRAFT, VESSELS AND ASSOCIATED TRANSPORT EQUIPMENT

86. Railway or tramway locomotives, rolling stock and parts thereof, railway or tramway track fixtures and fittings and parts thereof, mechanical (including electro-mechanical) traffic signalling equipment of all kinds

87. Vehicles other than railway or tramway rolling stock, and parts or accessories thereof

88. Aircraft, spacecraft and parts thereof

89. Ships, boats and floating structures

R. OPTICAL, PHOTOGRAPHIC, CINEMATOGRAPHIC, MEASURING, CHECKING, PRECISION, MEDICAL AND SURGICAL INSTRUMENTS AND APPARATUS, CLOCKS AND WATCHES, MUSICAL INSTRUMENTS, PARTS AND ACCESSORIES THEREOF

90. Optical, photographic, cinematographic, measuring, checking, precision, medical and surgical instruments and apparatus parts and accessories thereof

91. Clocks and watches and parts thereof.

92. Musical instruments, parts and accessories of such articles

S. ARMS AND AMMUNITION, PARTS AND ACCESSORIES THEREOF

93. Arms and ammunition, parts and accessories thereof

T. MISCELLANEOUS MANUFACTURES ARTICLES

94. Furniture, bedding, mattresses, mattress supports, cushions and similar stuffed furnishings, lamps and lighting fittings, not elsewhere specified or included, illuminated signs, illuminated nameplates and the like, prefabricated buildings

95. Toys, games and sports equipment, parts and accessories thereof

96. Miscellaneous manufactured articles

**ANNEXURE E**  
**PASSENGER MANIFEST**

*COMPLETE IN PRINT*

NAME OF PERMIT HOLDER	_____
PERMIT NUMBER	_____
TYPE OF SERVICE PROVIDED	_____
JOURNEY NUMBER I.T.O. PERMIT	_____
VEHICLE REGISTRATION NUMBER	_____
NUMBER OF PASSENGERS	_____

<b>PARTICULARS OF PASSENGERS</b>			
	Name	Nationality	Passport Number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			



19			
20			

ORIGIN OF JOURNEY \_\_\_\_\_  
 DESTINATION OF JOURNEY \_\_\_\_\_

ISSUED BY			BORDER POST DATE STAMP
_____	_____	_____	
NAME	SIGNATURE	DATE	

**ANNEXURE F**

**REGISTERS TO BE KEPT**

INFORMATION TO BE INCLUDED IN REGISTER

- PERMIT TYPE
- PERMIT SERIAL NUMBER
- DATE OF ISSUE
- NAME OF THE CARRIER TO WHOM ISSUED
- VEHICLE DETAILS:
  - REGISTRATION NUMBER
  - MAKE
  - GROSS PERMITTED WEIGHT OR MAXIMUM NUMBER OF PASSENGERS
- WEIGHT AND TYPE OF CARGO
- QUARTERLY SUMMARIES OF PERMITS OF EACH TYPE USED
- ROAD TRAFFIC AND TRANSPORTATION OFFENCES AND PENALTIES

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