

chapter C-24.2, r. 23

Regulation giving effect to an agreement on driver's licence exchange between the Gouvernement du Québec and the Government of the Kingdom of Belgium

Highway Safety Code
(chapter C-24.2, s. 631).

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SCHEDULE

1. The Highway Safety Code (chapter C-24.2) and the regulations thereunder apply to the holder of a driver's licence issued by the Government of the Kingdom of Belgium.

O.C. 860-2003, s. 1.

2. The provisions of the Code and the regulations thereunder apply in the manner prescribed in the “Agreement on driver's licence exchange between the Gouvernement du Québec and the Government of the Kingdom of Belgium”, which appears as a Schedule.

O.C. 860-2003, s. 2.

3. *(Omitted).*

O.C. 860-2003, s. 3.

SCHEDULE

(s. 2)

AGREEMENT ON DRIVER'S LICENCE EXCHANGE BETWEEN THE GOUVERNEMENT DU QUÉBEC AND THE GOVERNMENT OF THE KINGDOM OF BELGIUM

THE GOVERNMENT OF THE KINGDOM OF BELGIUM

represented by the Minister for Mobility and Transport, Isabelle Durant

AND

THE GOUVERNEMENT DU QUÉBEC

represented by the Minister of Transport, Serge Ménard

Also referred to hereafter as the Parties,

DESIRING to facilitate the exchange of driver's licences for holders of a valid licence issued by one of the Parties who settle or stay in the territory of the other Party;

CONSIDERING the reciprocal applications for recognition and exchange of driver's licences introduced by the Parties;

HAVE AGREED to conclude an agreement on reciprocal recognition of driver's licences according to the following provisions.

ARTICLE 1

DEFINITIONS

In this Agreement:

1.1 “**authority**” means the Ministry of Communications and Infrastructure of the Kingdom of Belgium or the Société de l'assurance automobile du Québec and “**authority**” means both the Ministry of Communications and Infrastructure of the Kingdom of Belgium and the Société de l'assurance automobile du Québec.

“**driver's licence**” means a licence issued by one of the authorities authorizing the holder to drive a motor vehicle, subject to the terms and conditions specific to the class or category of driver's licence and any other related condition, and subject to the relevant laws and regulations in force in the territory involved.

“**territory**” means Belgium or Québec and “**territories**” means both Belgium and Québec.

“**valid**” means that at the time a driver's licence issued by one authority is exchanged for a driver's licence issued by the other authority, the original driver's licence has not expired or been revoked, suspended or cancelled by the issuing authority and that the driver's licence is not subject to any similar restriction which prevents the holder from using it for the intended purpose.

1.2 More specifically for Québec

A Class 5 driver's licence is a valid licence issued by the authority authorizing the holder to drive a motor vehicle having two axles and a net weight of less than 4,500 kg, a motor vehicle permanently converted into a dwelling, a tool vehicle and a service vehicle.

A probationary licence is issued to an applicant whose driving experience, including experience under the Belgian licence, is less than 24 months and who is under the age of 25.

1.3 More specifically for Belgium

Category B driver's licence is a licence issued by one of the communes of the Kingdom of Belgium or by the Ministry of Foreign Affairs authorizing the holder to drive

— motor vehicle with a maximum weight of not more than 3,500 kg and a maximum number of eight seats, in addition to the driver's seat, to which a trailer having a maximum authorized weight not exceeding 750 kg may be attached;

— a combination of road vehicles consisting of a Category B tractor and a trailer having a maximum authorized weight not exceeding 3,500 kg for the combination of vehicles and a maximum authorized weight for the trailer not exceeding the tare weight of the tractor.

ARTICLE 2

RECOGNITION AND EXCHANGE OF LICENCES

2.1 A resident of Belgium who holds a Category B driver's licence may exchange that licence for a Class 5 licence in the year of settlement in the territory of Québec without undergoing a proficiency examination or an eye test, upon presentation of a valid licence and the identification documents required by the Québec authority, and after paying the fees and insurance contribution fixed by regulation.

The Québec authority shall issue a driver's licence to an applicant who is at least 25 years old or who can prove that he or she has held a valid driver's licence for the past 24 months; otherwise, the authority will issue a probationary licence.

The driving experience indicated on the licence to be exchanged is recognized by the Québec authority.

2.2 Québec resident who holds a valid Class 5 driver's licence or a probationary licence and who complies with the issuance conditions in Belgium may exchange the licence for a Category B licence without undergoing a proficiency examination or an eye test.

2.3 The restrictions on the original driver's licence are carried over onto the driver's licence issued in exchange, in the form of equivalent codes.

2.4 Only driver's licences bearing a photograph, a copy of which has been provided in accordance with this Agreement, shall be exchanged.

The Belgian authority agrees, however, to exchange valid Québec licences without a photograph, a copy of which has been provided in accordance with this Agreement, during the year following the coming into force of the Agreement.

ARTICLE 3

FINAL PROVISIONS

3.1 The Parties append to this Agreement a sample or a copy certified as true by their respective authority of the various valid driver's licences in their territory.

Any change by one Party to a driver's licence appended as a sample, in force at the time the Agreement is signed, shall be communicated to the other Party by the respective authorities.

3.2 This Agreement does not invalidate the provisions of any law or regulation applicable in the territory of one of the Parties with respect to the right to use a foreign driver's licence.

3.3 This Agreement will be amended to take into account any amendment made to applicable domestic law in the territory of either Party.

3.4 The designated authorities are responsible for the application of this Agreement. As such, they agree to implement all necessary mechanisms, including those allowing for the exchange of information and validation of the licences submitted to the other authority under this Agreement.

3.5 The Parties shall assist each other in the application of this Agreement and exchange information, when necessary, on licences submitted to be exchanged. A contact point shall be established so that the validity of a licence may be verified directly.

The authority exchanging a licence may if need be ascertain the validity of the licence with the issuing authority using information technologies, in accordance with the terms and conditions to be determined between them.

Applications made under this article shall be sent to the following addresses:

For Québec:

Société de l'assurance automobile du Québec

Service des opérations et de la diffusion

333, boulevard Jean-Lesage, C-3-14

Québec (Québec) G1K 8J6

Canada

Fax: 1-418-644-7167

Telephone: 1-418-528-3183

For Belgium:

Ministère des Communications et de

l'Infrastructure

Direction du permis de conduire

Rue de la Loi, 155

1040-Bruxelles (Belgique)

Fax: 32.2.287.44.54

Telephone: 32.2.287.44.49/50

Each Party may change the address to which applications must be sent by sending a written notice to the other Party.

3.6 Any document or communication provided or sent under this Agreement must be in writing and will be deemed duly provided or sent to the Party to which it is addressed at the time it is handed in person, delivered by messenger or registered mail (postage paid) or sent by fax to the following addresses:

For Québec:

Société de l'assurance automobile du Québec

Vice présidence à la sécurité routière

333, boulevard Jean-Lesage, C-4-1

Québec (Québec) G1K 8J6

Canada

Fax: 1-418-643-2748

Telephone: 1-418-528-3600

For Belgium:

La Ministre de la Mobilité et des Transports

Rue de la Loi, 63-65

1040-Bruxelles (Belgique)

Fax: 32.2.230.18.24

Telephone: 32.2.237.67.11

Each Party may change the address to which documents or communications must be sent by sending a written notice to the other Party.

3.7 This Agreement comes into force once the necessary internal formalities have been completed, on the date agreed on in an exchange of letters between the Parties.

3.8 A Party may terminate this Agreement by means of a written notice sent to the other Party. The Agreement shall end on the ninetieth (90th) day after the sending of the notice.

Made in Bruxelles, this 12 September, 2002, in duplicate.

FOR THE GOUVERNEMENT

FOR THE GOUVERNEMENT

DU QUÉBEC

OF THE KINGDOM

OF BELGIUM

SERGE MÉNARD,

ISABELLE DURANT,

Minister of Transport

Minister for Mobility

and Transport

O.C. 860-2003, Sch.

UPDATES

O.C. 860-2003, 2003 G.O. 2, 2721