

COUNCIL OF THE EUROPEAN UNION

Brussels, 1 June 2012

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> **UD 142 AELE 34**

NOTE

from:	General Secretariat
To:	Working Party on Customs Union
No previous doc.:	doc. 10040/12 UD 142 AELE 34
Subject:	Proposal for a Council Decision on the position to be adopted, on behalf of the European Union, in the EU-EFTA Joint Committee concerning the adoption of a Decision amending the Convention of 20 May 1987 on a common transit procedure - Revised Presidency compromise text

Delegations will find attached the above revised compromise text amended in the light of delegations' comments, prepared by the Presidency. Changes compared with doc. 10040/12 are indicated in **bold underline**.

Delegations are invited to forward their possible comments on this text by Wednesday 6 June 2012 close of business, at the latest. In the absence of comments, this text will be submitted to Coreper and the Council for adoption as an item without discussion.

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Proposal for a

COUNCIL DECISION

on the position to be adopted, on behalf of the European Union, in the EU-EFTA Joint Committee concerning the adoption of a Decision amending the Convention of 20 May 1987 on a common transit procedure

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 207(4) in conjunction with Article 218(9), 1st subparagraph, thereof,

Having regard to the proposal from the European Commission,

Whereas:

- (1) Article 15a of the Convention on a common transit procedure¹ allows for a third country to become a Contracting Party to this Convention following a decision of the Joint Committee to invite the country.
- (2) Article 15 of the Convention on a common transit procedure empowers the Joint Committee set up by that Convention to recommend and adopt, by decisions, amendments to this Convention and its Appendices.
- (3) Croatia formally expressed its wish to join the common transit system and has been invited following a decision by the Joint Committee on 19 January 2012 set up by virtue of this Convention.
- (4) Having satisfied the essential legal, structural and information technology requirements, which are preconditions for accession and following the formal procedure for accession, Croatia will accede the Convention of 20 May 1987 on a common transit procedure.

OJ no L 226, 13.8.1987, p.2.

(5) The enlargement of the common transit system will require certain amendments of the

Convention. These concern new linguistic references in Croatian and the appropriate

adaptations of guarantee documents.

(6) The proposed amendment was presented to and discussed within the EU-EFTA Working

Group and the text was preliminarily approved.

(7) Therefore, the position of the European Union concerning the proposed amendment should

be determined,

HAS ADOPTED THIS DECISION:

Article 1

The position to be taken by the European Union in the EU-EFTA Joint Committee on common

transit concerning the adoption of Decision No XXX by this Committee amending the Convention

of 20 May 1987 on a common transit procedure shall be based on the draft Decision annexed to this

Decision.

Minor changes to the draft Decision may be agreed to by the representatives of the Union in

the Association Council without further decision of the Council.

Article 2

The Commission shall publish the Decision of the EU-EFTA Joint Committee on common transit,

once adopted, in the Official Journal of the European Union.

Article 3

This Decision is addressed to the Member States.

Done at Brussels,

For the Council

The President

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Proposal for a

DECISION No XXX OF THE EU-EFTA JOINT COMMITTEE ON COMMON TRANSIT

amending the Convention of 20 May 1987 on a common transit procedure [...]

THE JOINT COMMITTEE,

Having regard to the Convention of 20 May 1987 on a common transit procedure,² and in particular Article 15(3)(a) thereof,

Whereas:

(1) Croatia expressed its wish to accede to the Convention of 20 May 1987 on a common transit procedure and has been invited following a decision by the Joint Committee on 19 January 2012 set up by virtue of this Convention.

(2) Accordingly, the Croatian language versions of the references used in the Convention should be inserted in the Convention in the appropriate order.

(3) The application of this Decision is linked to the date of accession of Croatia to the Convention.

(4) In order to allow the use of guarantee forms printed in accordance with the criteria in force prior to the date of accession of Croatia to the Convention, a transitional period should be established during which the printed forms, with some adaptations, could continue to be used.

(5) Therefore the Convention has to be amended accordingly.

HAS ADOPTED THIS DECISION:

OJ L 226, 13.8.1987, p. 2.

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Article 1

Appendix III to the Convention on a common transit procedure is amended as set out in the Annex to this Decision.

Article 2

- This Decision shall apply on the date Croatia accedes to the Convention on a common transit.
- 2. The forms based on the specimen forms in Annexes C1, C2, C3, C4, C5, C6 to Appendix III may continue to be used, subject to the necessary geographical adaptations and the adaptations concerning the address for service or the authorised agent, <u>until the end of the twelfth month following the date of application of this Decision, at the latest</u>.

Done at Brussels,

For the Joint Committee

The President

<u>ANNE</u>X

1. In Annex B1, under box 51 the following indent is added between United Kingdom and Iceland:

"Croatia HR"

- 2. In Annex B6, Title III is amended as follows:
- 2.1. In the first part of the table "Limited validity 99200" the following indent is added before IS:
- "- HR Valjanost ograničena"
- 2.2. In the second part of the table "Waiver 99201" the following indent is added before IS:
- "- HR Oslobođeno"
- 2.3. In the third part of the table "Alternative proof 99202" the following indent is added before IS:
- "- HR Alternativni dokaz"
- 2.4. In the fourth part of the table "Differences: office where goods were presented... (name and country) 99203" the following indent is added before IS:
- "- HR Razlike:Carinarnica kojoj je roba podnesena(naziv i zemlja)"
- 2.5. In the fifth part of the table "Exit from... subject to restrictions or charges under Regulation/Directive/Decision No... 99204" the following indent is added before IS:
- "- HR Izlaz iz...... podliježe ograničenjima ili pristojbama temeljem Uredbe/Direktive/Odluke br..."
- 2.6. In the sixth part of the table "Prescribed itinerary waived 99205" the following indent is added before IS:
- "- HR Oslobođeno od propisanog plana puta"
- 2.7. In the seventh part of the table "Authorised consignor 99206", the following indent is added before IS:
- "- HR **Ovlašteni** pošiljatelj"
- 2.8. In the eight part of the table "Signature waived 99207", the following indent is added before IS:
- "- HR Oslobođeno potpisa"

- 2.9. In the ninth part of the table "Comprehensive guarantee prohibited 99208" the following indent is added before IS:
- "- HR Zabranjeno zajedničko jamstvo"
- 2.10. In the tenth part of the table "Unrestricted use- 99209", the following indent is added before IS:
- "- HR Neograničena uporaba"
- 2.11. In the eleventh part of the table "Issued retroactively 99210, the following indent is added before IS:
- "- HR Izdano naknadno"
- 2.12. In the twelfth part of the table "Various 99211", the following indent is added before IS:
- "- HR Razni"
- 2.13. In the thirteenth part of the table "Bulk 99212", the following indent is added before IS:
- "- HR Rasuto"
- 2.14. In the fourteenth part of the table "Consignor 99213" the following indent is added before IS:
- "- HR Pošiljatelj"

3. Annex C1 is replaced by the following text:

"ANNEX C1

COMMON/COMMUNITY TRANSIT PROCEDURE

GUARANTEE DOCUMENT

INDIVIDUAL GUARANTEE

Undertaking by the	guarantor		
1. The undersigned ³			
resident at ⁴			
hereby jointly and	severally guarantees, at the office	of guarantee of	
up to a maximum a	mount of		
Republic, the King Republic, the King the Republic of La of Malta, the King Republic, Romania Sweden, the Unite Republic of Iceland Republic of San M	dom of Denmark, the Federal Republic dom of Spain, the French Republic via, the Republic of Lithuania, the dom of the Netherlands, the Republic of Slovenia, the Sloved Kingdom of Great Britain and, the Kingdom of Norway, the Sarino, any amount of principal, for	ngdom of Belgium, the Republic of ublic of Germany, the Republic, the c, Ireland, the Italian Republic, the e Grand Duchy of Luxembourg, Hublic of Austria, the Republic of Polovak Republic, the Republic of Finlad Northern Ireland), andthe Republics Confederation, the Principality of the Italian School of the Confederation of the Italian School of the Italian School of the Italian School of Italian School	Estonia, the Hellenic Republic of Cyprus, ingary, the Republic and, the Portuguese and, the Kingdom of blic of Croatia, the of Andorra and the entals - but not fines the
applicable to the go		untries for debt in the form of duty r the Community or common transit	
Goods description:			

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Surname and forenames, or name of firm.

⁴

Delete the name of the Contracting Party or Parties or States (Andorra or San Marino) whose territory is not transited. The references to the Principality of Andorra and the Republic of San Marino shall apply solely to Community transit operations.

Surname and forename, or name of firm and full address of the principal.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in point 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

- 3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during the Community or common transit operation covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.
- 4. For the purpose of this undertaking the undersigned gives his or her address for service⁷ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forenames, or name of firm, and full address

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at	, on
	(Signature) ⁸

The person signing the document must enter the following by hand before his or her signature: "Guarantee for the amount of", the amount being written out in letters.

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If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

	Office	of guarantee							
	Guara	ntor's undertaking accep	oted on					to	cover
	the	Community/common	transit of	operation	effected	under 9	transit	declaration	No
			(Sta	nmp and signa	ture)"				

9 To be completed by the office of departure.

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4. Annex C2 is replaced by the following text:

"ANNEX C2

COMMON/COMMUNITY TRANSIT PROCEDURE

GUARANTEE DOCUMENT

INDIVIDUAL GUARANTEE IN THE FORM OF VOUCHERS

I.	Undertaking by the guarantor	
1.	chacitaking by the guarantor	

1. The undersigned ¹⁰	
resident at ¹¹	
hereby jointly and severally guarantees, at the office of guarantee of	

in favour of the European Union (comprising the Kingdom of Belgium, the Republic of Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, the Hellenic Republic, the Kingdom of Spain, the French Republic, Ireland, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, Hungary, the Republic of Malta, the Kingdom of the Netherlands, the Republic of Austria, the Republic of Poland, the Portuguese Republic, Romania, the Republic of Slovenia, the Slovak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland) and the Republic of Croatia, the Republic of Iceland, the Kingdom of Norway, the Swiss Confederation, the Principality of Andorra and the Republic of San Marino¹²,

any amount of principal, further liabilities, expenses and incidentals - but not fines - for which a principal may be or become liable to the above mentioned States for debt in the form of duty and other charges applicable to the goods placed under the Community or common transit procedure, in respect of which the undersigned has undertaken to issue individual guarantee vouchers up to a maximum of EUR 7 000 per voucher.

The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested, up to EUR 7 000 per individual guarantee voucher, unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during any Community or common transit operations covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.

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¹⁰ Surname and forenames, or name of firm.

¹¹ Full address.

¹² Only for Community transit operations.

For the purpose of this undertaking the undersigned gives his or her address for service¹³ in each of the other countries referred to in paragraph 1 as: Country Surname and forenames, or name of firm, and full address The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her. The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service. The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance. Done at, on (Signature)¹⁴ Acceptance by the office of guarantee Office of guarantee Guarantor's undertaking accepted on (Stamp and signature)"

II.

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If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

The signeture must be preceded by the following in the signeture is own hardwriting: [Guarantee]

The signature must be preceded by the following in the signatory's own handwriting: 'Guarantee'.

5. Annex C4 is replaced by the following text:

"ANNEX C 4

COMMON/COMMUNITY TRANSIT PROCEDURE

GUARANTEE DOCUMENT

COMPREHENSIVE GUARANTEE

I. Undertaking by the guaranto	tor	guarant	the	by	Undertaking	I.
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1. unders nt at ¹⁶ .	The igned ¹⁵ reside
hereby	jointly and severally guarantees, at the office of guarantee of
up to a	maximum amount of
Belgiu Germa Ireland Grand Repub the Slo	100/50/30% ¹⁷ of the reference amount, in favour of the European Union (comprising the Kingdom of m, the Republic of Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of ny, the Republic of Estonia, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Duchy of Luxembourg, Hungary, the Republic of Malta, the Kingdom of the Netherlands, the lic of Austria, the Republic of Poland, the Portuguese Republic, Romania, the Republic of Slovenia, wak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain orthern Ireland) and the Republic of Croatia, the Republic of Iceland, the Kingdom of Norway, the Confederation, the Principality of Andorra and the Republic of San Marino, ¹⁸
any an	mount of principal, further liabilities, expenses and incidentals - but not fines - for which the pal, 19
	, may be or become liable to the abovementioned countries for debt in the form of duty and other

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested up to the limit of the abovementioned maximum amount, unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

charges applicable to the goods placed under the Community or common transit procedure.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

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Surname and forenames, or name of firm.

Full address.

Delete what does not apply.

Delete the name of the Contracting Party or Parties or States (Andorra or San Marino) whose territory is not transited. The references to the Principality of Andorra and the Republic of San Marino shall apply solely to Community transit operations.

Surname and forename, or name of firm and full address of the principal.

This amount may not be reduced by any sums already paid under the terms of this undertaking unless the undersigned is called upon to pay a debt arising during a Community or common transit operation commenced before the preceding demand for payment was received or within 30 days thereafter.

- 3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during any Community or common transit operations covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.
- 4. For the purpose of this undertaking the undersigned gives his or her address for service²⁰ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forenames, or name of firm, and full address
•••••	

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at	, on	
	(Signature) ²¹	

The signature must be preceded by the following in the signatory's own handwriting: "Guarantee for the amount of ..." with the amount written out in full.

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If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

Office of guarantee	
Guarantor's undertaking accepted on	
((Stamp and signature)"

Acceptance by the office of guarantee

II.

- In Box 7 of Annex C5, the word "Croatia" is inserted between the words "European 6. Community" and "Iceland".
- In Box 6 of Annex C6, the word "Croatia" is inserted between the words "European 7. Community" and "Iceland".

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