## COMMISSION OF THE EUROPEAN COMMUNITIES

COM(78) 216 final.

Brussels, 22 May 1978

# Proposal for a COUNCIL REGULATION (EEC)

on the application of Decisions Nos. 1/78 and 2/78 of the EEC-Austria Joint Committee on Community Transit amending the Appendices of the Agreement

(submitted to the Council by the Commission)

COM(78) 216 final.

#### Explanatory Memorandum

- 1. The EEC- Austria Joint Committee-Community Transit-adopted on 20 April 1978:
  - Decision No 1/78 amending Appendix III of the EEC- Austria
     Agreement on Community Transit (1) (amendment of guarantees and the certificate of guarantee);
  - Decision No 2/78 on the addition to the Agreement of a new Appendix IIA (introduction of a Community transit declaration form for use in an automatic or electronic data-processing system).
- 2. The draft Decisions have already been examined by the Council with a view to establishing a joint position of the Community (c f. doc. S/362/78 (AELE) (A 2)). There has been no significant change made in comparison with the texts submitted to the Council at that time.
- 3. The Regulation, whose adoption by the Council is proposed is intended to make the aforementioned Decisions of the Joint Committee applicable in the Community.

<sup>(1) 0.</sup>J. No L 294, 29.12.1972, p. 87

# Proposal for Council Regulation (EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 113 thereof,

Having regard to the proposal from the Commission,

Whereas Article 16 of the Agreement between the European Economic Community and the Republic of Austria on the application of the rules on Community transit (1), signed on <sup>30</sup> November 1972, empowers the Joint Committee set up under that Agreement to adopt Decisions making certain amendments to the Agreement and to its Appendices;

Whereas the Joint Committee has just adopted the amendments to Appendix III of the Agreement made necessary by the entry into force of the Agreement between the European Economic Community, the Swiss Confederation and the Republic of Austria on the extension of the application of the rules on Community transit (2), signed on 12 July 1977;

Whereas the Joint Committee decided at the same time to add a new Appendix IIA to the Agreement of 30 November 1972 because of amendments made recently to the rules on Community transit;

Whereas these amendments are the subject of Decisions Nos 1/78 and 2/78 of the Joint Committee; whereas it is necessary to take the measures required to implement the abovementioned Decisions,

<sup>./.</sup> 

<sup>(1)</sup> OJ No L 294, 29.12.1972, p. 87

<sup>(2)</sup> OJ No L 142, 9.6.1977, p.1

HAS ADOPTED THIS REGULATION:

### Article 1

Decisions Nos 1/78 and 2/78 of 20 April 1978 made by the EEC-Austria Joint Committee on Community Transit amending the Appendices of the Agreement shall apply in the Community.

The text of the Decisions is annexed hereto.

## Article 2

This Regulation shall enter into force on 1 July 1978.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels,

For the Council

The President

## DECISION No 1/78 OF THE EEC-AUSTRIA JOINT COMMITTEE

- Community transit - OF 20 APRIL 1978

on the amendment of Appendix III to the Agreement

THE JOINT COMMITTEE,

Having regard to the Agreement between the European Economic Community and the Republic of Austria on the application of the rules on Community transit and in particular Article 16(3)(a) thereof,

.../...

Whereas the purpose of the Agreement between the European Economic Community, the Swiss Confederation and the Republic of Austria signed on 12 July 1977 is to extend the application of the provisions of the EEC - Switzerland and the EEC - Austria Transit Agreements to the movements of goods between two points stituated in the Community via both Swiss and Austrian territory and also to any other carriage of goods within both Swiss and Austrian territory; whereas by virtue of Article 3(2) of the Trilateral Agreement an addition must be made to the specimens of the guarantees; whereas the specimen certificate of guarantee should also be amended;

Whereas, therefore, Appendix III to the EEC - Austria Agreement on Community transit should be amended,

HAS DECIDED AS FOLLOWS:

## Sole Article

Specimens I to IV in Appendix III to the EEC - Austria Agreement on Community transit are hereby replaced by the specimens in Annexes I to IV of this Decision.

Done at Brussels, 20 April 1978

For the Joint Committee

The Chairman

K. Pingel

## SPECIMEN I

#### Guarantee

#### (Comprehensive guarantee covering several Community transit operations)

I. Undertaking by the guarantor
1 The undersigned
resident at
hereby jointly and severally guarantees, at the office of guarantee of
in favour of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the French Republic, Iteland, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland. The Republic of Austria and the Swiss Confederation (3), the amounts for which the principal
This amount may not be reduced by the sums already paid in pursuance of this undertaking unless recourse is had to the undersigned in respect of a Community transit operation which began before the thirtieth day following that of the receipt by the undersigned of previous application or applications.
3. This undertaking shall be valid from the day of its acceptance by the office of guarantee.
This guarantee may be cancelled at any time by the undersigned, or by the State in the territory of which the office of guarantee is situated.
The cancellation shall take effect on the sixteenth day after notification thereof to the other party.
The undersigned shall remain responsible for payment of the sums which become payable in respect of Community transit operations covered by this undertaking which began before the date on which the cancellation took effect, even if the demand for payment is

made after that date.

<sup>(</sup>h) Surname and forenames, or name of firm.

<sup>(\*)</sup> Surname and forenames, or name or titm.

(\*) Full address.

(\*) Delete the name of any State or States of which the territory will not be used.

(\*) Surname and forenames, or name of firm, and full address of the principal.

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<sup>(\*)</sup> If, in the law of the State, there is no provision for address for service the guaranter shall appoint, in each of the States referred to in parallaph 1, an agent authorized to receive any communications addressed to him. The courts of the places in which the addresses for service of the guaranter or of his agents are situated shall have jurisdiction in disputes concerning this glarante. The acknowledgment in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond.

(\*) Full address.

## COMMUNITY TRANSIT GUARANTEE

#### (Guarantee povering a single Community gransit operation)

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<sup>(2)</sup> Surname and (jorenames, or name of firm.

<sup>(\*)</sup> Full address.
(\*) Delete the name of any State or States of which the territory is not so be used.

<sup>(\*)</sup> Defere the name of any State or States of which the territory is not jo be used.
(\*) Surname and (orenames, or name of firm, and full address of the principal.
(\*) If, in the law of the State, there is no provision for address for service, the guarantor shall appoint, in each of the States referred to in paragraph 1, an agent authorized to receive any communications addressed to him. 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 acknowledgement in the second subparagraph and the undersking in the fourth subparagraph of paragraph 4 must be made to correspond.

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 hill addresses for servich shall be accepted as duly delivered to him.

The undersigned heknowledges the jurisdiction of the courts of the places where he has an address for service.

The undersigned undertakes to maintain his addresses for service, or, if he has to alter one or more of those addresses, to inform the office of departure in advance.

	Done At on
	Signature (1)
II. Acceptance by the office of departure	
Office of departure	
Guarantor's undertaking accepted on the to cover the Community transit operation	under T1/T2 (*),
ssued on	under No
	Stamp and sigherere

<sup>(1)</sup> The signature must be preceded by the following in the signatory's own hand, handwriting Guaratter

#### SPECIMEN III

#### COMMUNITY TRANSIT GUARANTEE

(Flat-rate guarantee system)

#### L Undertaking by the assessment

ı,	The undersigned
	resident at
	hereby jointly and severally guarantees, at the office of guarantee of
	in favour of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the French Republic, Ireland, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the
-	Republic of Austria and the Swiss Confederation any amounts for which a principal may become liable to the abovementioned States by reason of intringements or irregularities committed in the course of a Community transit operation including duties, taxes, agricultural levies and other charges — with the exception of pecuniary penalties — as regards principal or further liabilities, expenses and incidental charges with regard to which the undersigned has agreed to be responsible by the issue of guarantee vouchers up to a maximum amount of 5 000 units of account per voucher.

- 2. The undersigned undertakes to pay forthwith, upon the first application in writing by the compatent authorities of the States referred to in paragraph 1, the sums requested up to an amount of \$000 units of account per guarantee youther,
- 3. This undertaking shall be valid from the day of its acceptance by the office of guarantee.

This guarantee may be cancelled at any time by the undersigned, or by the State in the territory of which the offace of guarantee is situated.

The careculation shall take effect on the sixteenth day after notification thereof to the other party.

The undersigned shall remain responsible for payment of the sums which become payable in respect of Community transit operations covered by this undertaking which began before the date on which the cancellation took effect, even if the demand for payment is made after that date.

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<sup>(4)</sup> Surname and forenames, or name of firm.

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## DECISION No 2/78 OF THE EEC-AUSTRIA JOINT COMMITTEE

- Community transit - OF 20 APRIL 1978

on the amendment of the Appendices to the Agreement

THE JOINT COMMITTEE,

Having regard to the Agreement between the European Economic Community and the Republic of Austria on the application of the rules on Community transit and in particular Article 16(3)(a) thereof,

.../...

Whereas a Community transit declaration form for use in an automatic or electronic data-processing system was introduced, on an experimental basis, on 1 January 1978; whereas the provisions relating thereto should be included in the Appendices to the Agreement,

HAS DECIDED AS FOLLOWS:

## Article 1

The Regulation annexed to this Decision shall be added to the Agreement as Appendix II-A.

## Article 2

This Decision shall enter into force on 1 July 1978.

It shall apply until 31 December 1980.

Done at Brussels, 20 April 1978

For the Joint Committee

The Chairman

K. Pingel

## Regulation

introducing a Community transit declaration form for use in an automatic or electronic data-processing system

- (EEC)  $n^{\circ}$  2826/77 of 5 December 1977  $\binom{1}{1}$  -

#### Article 1

By way of derogation from the provisions of Regulation (EEC) No 223/77, Member States may permit the use, in an automatic or electronic data processing system, of a Community transit declaration form corresponding to the specimen annexed hereto in place of the forms shown in Annexes I and II of the said Regulation.

#### Article 2

- 1. Without prejudice to the insertion of the endorsements provided for in Article 3 (3) of Regulation (EEC) No 223/77, the symbol 'T' and the heading 'Community Transit' must be added no later than at the time the declarations are completed.
- 2. The boxes reserved for Community transit particulars must be easily identifiable and the particulars inserted therein must be capable of being used without difficulty by the customs and statistical authorities concerned.

#### Article 3

When a Community transit declaration is completed for a load comprising more than two kinds of goods, the form corresponding to the specimen annexed hereto is to be used with one or more additional copies containing only the particulars relating to additional goods. All the forms used shall constitute a single Community transit declaration and must bear the same number and the same date of registration and be submitted together to the competent customs offices.

#### Article 4

- 1. The serial number of the form and the total number of forms which make up the declaration are to be entered in the appropriate box on each form.
- 2. Any boxes relating to the particulars of the goods which are not used must be crossed through so that any subsequent addition is impossible.

<sup>(1)</sup> smended by Regulation (EEC) No 607/78 of 29 March 1978

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62	TRANSHIPMENTS DURING CARRIAGE		
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56 Offices of transit used (and countries)													
57 Guarantee					58 Office of destination (name and country)								
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<sup>(1)</sup> This footnote regards national information. (2) For completion only when required by Community regulations.

COMMUNITY TRANSIT												
RECEIPT (to be completed by the person concerned before production to customs)												
The customs office at	ıment registered											
on	country) under											
No has been lodged and that no irregularity has been observed to date concerning the consignment to which this document refers.												
At												
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