COUNCIL DECISION

of 26 June 2012

on the position to be taken, 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

(2012/431/EU)

THE COUNCIL OF THE EUROPEAN UNION,

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

Having regard to the proposal from the European Commission,

Whereas:

(1) Article 15a of the Convention of 20 May 1987 on a common transit procedure [1] (the 'Convention') allows for a third country to become a Contracting Party to the Convention following a decision of the Joint Committee set up by the Convention to invite the country.

(2) Article 15 of the Convention empowers the Joint Committee to recommend and adopt, by decisions, amendments to the Convention and the Appendices thereto.

(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.

(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.

(5) The enlargement of the common transit system will require certain amendments to the Convention. These concern new linguistic references in Croatian and the appropriate adaptations to guarantee documents.

(6) The proposed amendment was presented to and discussed within the EU-EFTA Working Group and the text received preliminary approval.

(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 that Committee amending the Convention of 20 May 1987 on a common transit procedure shall be based on the draft Decision attached to this Decision.

Minor changes to the draft Decision may be agreed to by the representatives of the Union in the EU-EFTA Joint Committee after having duly informed 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 Luxembourg, 26 June 2012.

For the Council
The President
N. WAMMEN

[1] OJ L 226, 13.8.1987, p. 2.

DRAFT

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

of

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 [1], 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 (the 'Convention') and has been invited following a decision by the Joint Committee on 19 January 2012 set up by virtue of the 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 should be amended accordingly,

HAS ADOPTED THIS DECISION:

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

1. This Decision shall apply on the date Croatia accedes to the Convention.

2. The forms based on the specimen forms in Annexes C1, C2, C3, C4, C5 and 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, until the end of the 12th month following the date of application of this Decision, at the latest.

Done at Brussels,

For the Joint Committee
The President

[1] OJ L 226, 13.8.1987, p. 2.

ANNEX

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

I. **Undertaking by the guarantor**

1. The undersigned ([1]) ..... resident at ([2]) ..... hereby jointly and severally guarantees, at the office of guarantee of ..... up to a maximum amount 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, Ireland, 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 Grand Duchy of Luxembourg, Hungary, 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 Marino, ([3]) any amount of principal, further liabilities, expenses and incidentals — but not fines — for which the principal, ([4]) .....
may be or become liable to the abovementioned countries for debt in the form of duty and other charges applicable to the goods described below placed under the Community or common transit procedure from the office of departure of ..... to the office of destination of .....

Goods description: .....

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 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 service ([5]) 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*) ([6])

II. **Acceptance by the office of guarantee**

Office of guarantee .....

Guarantor's undertaking accepted on ..... to cover the Community/common transit operation effected under transit declaration No ..... of ..... ([7])

.....

.....

(*Stamp and signature*)

([1]) Surname and forenames, or name of firm.

([2]) Full address.

([3]) 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.

([4]) Surname and forename, or name of firm and full address of the principal.

([5]) 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.

([6]) 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.

([7]) To be completed by the office of departure.'

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. The undersigned ([1]) ..... resident at ([2]) ..... 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, Ireland, 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 Grand Duchy of Luxembourg, Hungary, 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 Marino ([3]), 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.

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 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.

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 service ([4]) 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*) ([5])

II. **Acceptance by the office of guarantee**

Office of guarantee

.....

Guarantor's undertaking accepted on

.....

.....

(*Stamp and signature*)

([1]) Surname and forenames, or name of firm.
([2]) Full address.
([3]) Only for Community transit operations.
([4]) 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.
([5]) 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 guarantor**

1. The undersigned ([1]) ..... resident at ([2]) ..... hereby jointly and severally guarantees, at the office of guarantee of ..... up to a maximum amount of ..... being 100/50/30 % ([3]) of the reference amount, 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, Ireland, 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 Grand Duchy of Luxembourg, Hungary, 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 Marino, ([4]) any amount of principal, further liabilities, expenses and incidentals — but not fines — for which the principal, ([5]) ....., may be or become liable to the abovementioned countries for debt in the form of duty and other charges applicable to the goods placed under the Community or common transit procedure.

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.

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 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 service ([6]) 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*) (7)

II. **Acceptance by the office of guarantee**

Office of guarantee

.....

Guarantor's undertaking accepted on

.....

.....

(*Stamp and signature*)

(1) Surname and forenames, or name of firm.
(2) Full address.
(3) Delete what does not apply.
(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.
(5) Surname and forename, or name of firm and full address of the principal.
(6) 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.
(7) 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.'

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

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