

# COMMISSION OF THE EUROPEAN COMMUNITIES

COM(83) 145 final

Brussels, 25 March 1983

Proposal for a  
COUNCIL REGULATION (EEC)

on the application in the Community of Decision No 1/83 of the  
EEC-Switzerland EEC-Austria Joint Committee - Community  
transit - amending the Agreement between the European  
Economic Community and Switzerland and Austria on the  
application of the rules on Community transit

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Draft

DECISION NO 1/83

of the EEC-Switzerland EEC-Austria Joint Committee - Community  
transit - amending the Agreement between the European  
Economic Community and Switzerland and Austria on the  
application of the rules on Community transit,

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(submitted to the Council by the Commission)

COM(83) 145 final



## EXPLANATORY MEMORANDUM

Subject: Application in the Community of Decision No 1/83 of the EEC-Switzerland and EEC-Austria Joint Committees on Community transit

1. Council Regulation (EEC) No 222/77 on Community transit<sup>1</sup> has been amended by Regulation (EEC) No 3617/82<sup>2</sup> which introduces, in favour of guarantors, some easing of the conditions pertaining to the guarantee systems relating to Community transit. That amendment makes it necessary to amend Appendix III to the EEC-Switzerland and EEC-Austria Agreements on Community transit<sup>3</sup>. That is the purpose of draft Decision No 1/83 of the Joint Committees.
2. It is suggested that the attached draft Decision be adopted by the Council as the Community's joint position within the EEC-Switzerland and EEC-Austria Joint Committees on Community transit.
3. Following the adoption of this act by the Joint Committees, it will have to be made applicable in the Community by a Council regulation, the draft of which is also attached.

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<sup>1</sup>OJ No L 38, 9.2.1977, p. 1

<sup>2</sup>OJ No L 382, 31.12.1982, p. 6.

<sup>3</sup>OJ No L 294, 29.12.1972, pp. 2 and 87.

Proposal for a  
COUNCIL REGULATION (EEC)

on the application in the Community of Decision No 1/83 of the  
EEC-Switzerland EEC-Austria Joint Committee - Community  
transit - amending the Agreement between the European  
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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  
Switzerland and Austria on the application of the rules on Community transit<sup>1</sup>  
empowers the Joint Committee set up under that Agreement to adopt decisions  
making certain amendments to the Agreement;

Whereas the Joint Committee has decided to amend the specimen guarantee  
documents in Appendix III to the Agreement;

Whereas the abovementioned amendments are the subject of Decision No  
1/83 of the Joint Committee; whereas it is necessary to adopt the  
measures necessary for the implementation of that Decision,

HAS ADOPTED THIS REGULATION:

Article 1

Decision No 1/83 of the EEC-Switzerland EEC Austria Joint Committee - Community  
transit - amending the Agreement between the European Economic Community and  
Switzerland and Austria on the application of the rules on Community transit  
shall apply in the Community.

The text of the Decision is annexed to this Regulation.

Article 2

This Regulation shall enter into force on the day following its publication  
in the Official Journal of the European Communities.

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

Done at Brussels,

For the Council

The President

<sup>1</sup> OJ No L 294, 29.12.1982, p.

Draft

DECISION NO 1/83

of the EEC-Switzerland EEC-Austria Joint Committee - Community transit - amending the Agreement between the European Economic Community and Switzerland and Austria on the application of the rules on Community transit

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THE JOINT COMMITTEE,

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

Whereas the specimen guarantee documents annexed to the Regulation on Community transit have been amended in order, in particular, to give guarantors a certain period in which to effect the payment of the amounts claimed; whereas the specimen guarantee documents in Appendix III to the Agreement must, therefore, be amended to take into account that amendment;

Whereas by Decision No 1/81 of the Joint Committee Appendix II to the Agreement was so amended as to make provision for certain changes to the flat-rate guarantee system; whereas that Decision is applicable until 31 December 1983; whereas it has been found necessary to extend the application of that Decision beyond that date; whereas the term of validity of that Decision should, therefore, be extended;

HAS DECIDED AS FOLLOWS:

Article 1

Specimens I to III in Appendix III to the Agreement are hereby replaced by the specimens annexed to this Decision.

Article 2

The validity of Decision No 1/81 of the Joint Committee, extended for the first time by Decision No 1/82, is hereby extended until 31 December 1985.

Article 3

This Decision shall enter into force on 1 January 1984.

Done at Brussels;

For the Joint Committee

The Chairman

ANNEX  
APPENDIX III  
SPECIMEN I

COMMUNITY TRANSIT

GUARANTEE

(Comprehensive guarantee covering several Community transit operations)

I. UNDERTAKING BY THE GUARANTOR

1. The undersigned .....<sup>(1)</sup>  
resident at .....<sup>(2)</sup>

hereby jointly and severally guarantees, at the office of guarantee of .....

up to a maximum amount of ..... in favour of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the Hellenic Republic, 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 <sup>(3)</sup>,

any amount for which a principal .....<sup>(4)</sup> may be or become liable to the abovementioned States by reason of infringements or irregularities committed in the course of a Community transit operation carried out by that person, including duties, taxes, agricultural levies and other charges — with the exception of pecuniary penalties — as regards principal or further liabilities, expenses and incidentals.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the States 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 Community transit operation was conducted without any infringement or irregularity within the meaning of paragraph 1.

The competent authorities may, upon request of the undersigned and for any reasons recognized to be valid, defer the period within which the undersigned is obliged to pay the requested sums beyond a period of 30 days from the date of application for payment. The expenses incurred, from granting this additional period, and in particular any interest, must be calculated in such a way that the amount is equivalent to that which would be charged to that end on the money market or financial market in the State concerned.

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 receipt of the earlier application for payment or during the 30 days following that receipt.

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 16th day after notification thereof to the other party.

<sup>(1)</sup> Surname and forenames, or name of firm.

<sup>(2)</sup> Full address.

<sup>(3)</sup> Delete the name of any State or States of which the territory will not be used.

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



SPECIMEN II

COMMUNITY TRANSIT

GUARANTEE

(Guarantee covering a single Community transit operation)

1. UNDERTAKING BY THE GUARANTOR

- 1. The undersigned .....<sup>(1)</sup>  
resident at .....<sup>(2)</sup>

hereby jointly and severally guarantees, at the office of departure of ..... in favour of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the Hellenic Republic, 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 <sup>(3)</sup>,

any amount for which a principal .....<sup>(4)</sup> may be or become liable to the abovementioned States by reason of infringements or irregularities committed in the course of a Community transit operation carried out by that person from the office of departure of .....

to the office of destination of ..... in respect of the goods designated hereinafter, including duties, taxes, agricultural levies and other charges — with the exception of pecuniary penalties — as regards principal or further liabilities, expenses and incidentals.

- 2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the States 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 Community transit operation was conducted without any infringement or irregularity within the meaning of paragraph 1.

The competent authorities may upon request of the undersigned and for any reasons recognized to be valid defer the period within which the undersigned is obliged to pay the requested sums beyond a period of 30 days from the date of application for payment. The expenses incurred, from granting this additional period, and in particular any interest, must be calculated in such a way that the amount is equivalent to that which would be charged to that end on the money market or financial market in the State concerned.

- 3. This undertaking shall be valid from the day of its acceptance by the office of departure.
- 4. For the purposes of this undertaking, the undersigned gives his address for service <sup>(5)</sup> as .....<sup>(2)</sup> and, in each of the other States referred to in paragraph 1, as care of:

<sup>(1)</sup> Surname and forenames, or name of firm.  
<sup>(2)</sup> Full address.  
<sup>(3)</sup> Delete the name of any State or States of which the territory is not to be used.  
<sup>(4)</sup> Surname and forenames, or name of firm, and full address of the principal.  
<sup>(5)</sup> 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 undertaking in the fourth subparagraph of paragraph 4 must be made to correspond.





SPECIMEN III  
COMMUNITY TRANSIT  
GUARANTEE

(Flat-rate guarantee system)

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 Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the Hellenic Republic, 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\* any amount for which a principal may become liable to the abovementioned States by reason of infringements 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 7 000 ECU per guarantee voucher.

\* the Republic of Austria and the Swiss Confederation

- 2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the States referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application in the sums requested up to 7 000 ECU per 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 Community transit operation was conducted without any infringement or irregularity within the meaning of paragraph 1.

The competent authorities may upon request of the undersigned and for any reasons recognized to be valid, defer the period within which the undersigned should pay the requested sums beyond a period of 30 days from the date of application for payment. The expenses incurred, from granting this additional period, and in particular any interest, must be calculated in such a way that the amount is equivalent to that which would be charged to that end on the money market or financial market in the State concerned.

- 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 16th 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.

- 4. For the purpose of this undertaking, the undersigned gives his address for service (3) as ..... (2) and, in each of the other States referred to in paragraph 1, as care of:

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

(2) Full address.

(3) If, in the law of a State, there is no provision for giving addresses 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 the guarantee. The acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond.



