

**COUNCIL REGULATION (EEC) No 3617/82**  
**of 17 December 1982**  
**amending Regulation (EEC) No 222/77 on Community transit**

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 235 thereof,

Having regard to the proposal from the Commission <sup>(1)</sup>,

Having regard to the opinion of the European Parliament <sup>(2)</sup>,

Having regard to the opinion of the Economic and Social Committee <sup>(3)</sup>,

Whereas Regulation (EEC) No 222/77 <sup>(4)</sup>, as last amended by Regulation (EEC) No 3813/81 <sup>(5)</sup>, provides that the guarantee which must normally be furnished in order to ensure collection of the duties and other taxes which may become payable in the course of a Community transit operation shall consist, in particular, of the joint and several guarantee of a natural or legal third person and that this guarantee shall be in the form of one of the specimens annexed to the said Regulation;

Whereas these specimen guarantee forms stipulate *inter alia* that the guarantor shall pay the sums

requested forthwith, upon the first application in writing by the competent authorities;

Whereas experience has shown that this requirement is excessive and that guarantors need to be allowed a certain period in which to effect payment, which period it would seem appropriate to fix at 30 days;

Whereas the introduction of this period makes it necessary to adapt the Community transit/guarantee forms; whereas the specimens of these forms must therefore be amended accordingly,

HAS ADOPTED THIS REGULATION:

*Article 1*

The specimen guarantee forms annexed to Regulation (EEC) No 222/77 are hereby replaced by the specimens annexed to this Regulation.

*Article 2*

This Regulation shall enter into force on 1 January 1984.

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

Done at Brussels, 17 December 1982.

*For the Council*  
*The President*  
H. CHRISTOPHERSEN

<sup>(1)</sup> OJ No C 33, 10. 2. 1982, p. 5.

<sup>(2)</sup> OJ No C 327, 14. 12. 1981, p. 136.

<sup>(3)</sup> OJ No C 189, 30. 7. 1981, p. 13.

<sup>(4)</sup> OJ No L 38, 9. 2. 1977, p. 1.

<sup>(5)</sup> OJ No L 383, 31. 12. 1981, p. 28.

## ANNEX

## 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 <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.

(3) 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.

## SPECIMEN II

## COMMUNITY TRANSIT

## GUARANTEE

(Guarantee covering a single Community transit operation)

## 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 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 <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 .....<sup>(1)</sup>  
resident at .....<sup>(2)</sup>

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.

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 <sup>(3)</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> 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.

