

RECUEIL DES INSTRUMENTS JURIDIQUES ET INSTITUTIONNELS
DE FACILITATION DU TRANSPORT ET DES ÉCHANGES
EN AFRIQUE SUBSAHARIENNE

ANNEXE VI-7

PROTOCOL ON TRANSIT TRADE AND TRANSIT FACILITIES (ZEP)

(LUSAKA 1981)

ANNEX V

Article 19

PROTOCOL ON TRANSIT TRADE AND TRANSIT FACILITIES

PREAMBLE

THE HIGH CONTRACTING PARTIES,

RECOGNISING the International Air Services Transit Agreement done at Chicago on 7 December 1944; the Convention on the Territorial Sea and the Contiguous Zone done at Geneva on 29 April 1958; the Convention on Transit Trade of land-locked States done at New York on 8 July 1965; and the Organization of African Unity Declaration on the issues on the Law of the Sea dated 24 May 1973; and

RECALLING the provisions of item (viii) of subparagraph (a) of paragraph 4 of Article 3 of the Treaty to the effect that the terms and conditions for facilitating transit trade among the Member States shall be set out in a Protocol annexed to the Treaty;

HEREBY AGREE AS FOLLOWS:

ARTICLE 1

Interpretation

In this Protocol:

"carrier" means the person actually transporting transit goods or in charge of or responsible for the operation of the respective means of transport;

"container" means an article of transport equipment:

- (a) fully or partially enclosed to constitute a compartment intended for containing goods and capable of being sealed;
- (b) of a durable nature intended for repeated use;
- (c) specifically designed for the carriage of goods by one or more modes of transport without intermediate unloading and reloading of its contents;
- (d) fitted with devices for easy handling, particularly for its transfer from one mode of transport to another;
- (e) so designed as to be easy to fill and empty; and
- (f) having an internal volume of at least one cubic metre.

"customs office of commencement" means any port, inland or frontier customs office of a Member State where the provisions of this Protocol begin to apply;

and thereafter at a rate to be determined by the Council on the recommendation of the Commission.

2. Where imported goods have been admitted for warehousing, transit or trans-shipment under customs bond without payment of customs duties, no import or export duties shall be charged in respect of such goods when they are subsequently re-exported by the importing State.

3. Notwithstanding the provisions of paragraph 1 and 2 of this Article, the importing States shall, in accordance with their customs laws and regulations, be free to withhold or charge part of the duties collected or collectable where the goods have been re-packed, assembled, preserved, blended or otherwise processed in the importing State:

Provided that no duties shall be refunded where the processed goods qualify as originating in the importing State under the provisions of Annex III to the Treaty.

ARTICLE 5

Re-exports - verification of prices

For the purposes of this Protocol a receiving State may require confirmation from importing States that the prices quoted by exporters are reasonable and that such prices do not include duties refundable to exporters in the importing State before the importation of the re-export concerned is approved by the receiving States.

ARTICLE 6

Regulations

The Council may make regulations for the better carrying of the provisions of this Protocol.

4. The facilities and privileges provided for under this Protocol shall not apply to any transitor, mail, means of transport or any shipment of bonded goods in transit affected by the provisions of paragraph 3 of Article 19 of the Treaty.

ARTICLE 4

Licensing of carriers

1. Any person engaged in the operation of transit traffic under the provisions of this Protocol shall be licenced for that purpose by the competent authorities of the Member State in whose territory he is normally resident or established, and the competent authority shall inform all the other Member States of all the persons so licenced.

2. The conditions for the issuance of the licence referred to in paragraph 1 of this Article to a person resident or established in a Member State shall be that:

- (a) the requirements of Article 5 of this Protocol have been satisfied; and
- (b) the applicant has not during the previous three years been convicted of a serious offence, including accepting or receiving bribes, smuggling, theft, destroying documents or evidence, and failing or refusing to give information relating to inter-state transportation of goods.

3. The conditions for the issuance of the licences referred to in paragraph 1 of this Article to applicants who are not resident or established in a Member State shall be determined by each Member State in consultation with other Member States:

Provided that such conditions shall not
be more favourable than conditions
accorded to persons resident or established
in that Member State.

4. Licensed carriers who are convicted of customs offences referred to in subparagraph (b) of paragraph 2 of this Article or who conceal their record of having been convicted of such offences in order to obtain a licence or who commit such offences after they have been licensed to operate transit traffic, shall have their licences suspended automatically or withdrawn by the issuing authorities who shall thereupon notify the customs authorities of the other Member States and the respective sureties of the action taken.

ARTICLE 5

Approval of means of transport

1. The means of transport used in transit trade shall be licensed by the appropriate licensing authorities of the Member States in accordance with their national laws and regulations.

2. For the purpose of subparagraph (b) of paragraph 2 of Article 3 of this Protocol, means of transport, together with their cargo, shall be presented to the customs offices of commencement for examination to ensure that they comply with the technical conditions stipulated in Appendix III of this Protocol before each transit traffic operation is undertaken.

ARTICLE 6

Bonds and sureties

1. All transit goods and means of transport under the cover of a TIA (PTA) Carnet shall be covered by guarantees or bonds issued by appropriate sureties as follows:

(a) those consigned from and bound for other Member States may be covered by common agreements entered into by the Member States, which agreements shall not entail payment of bond premiums or deposits to the effect that in the event of the carrier contravening the customs regulations of the transit States, the transitor's Member State shall, without derogating from the liability of the transitor to pay, be responsible for paying the relevant charges claimed by the Member States through whose territory transit occurs;

(b) those consigned from the Member States and bound for third countries or consigned from third countries and bound for the Member States shall be covered by bonds guaranteed by banks or other approved institutions upon payment of appropriate bonds.

2. The bonds and guarantees referred to in paragraph 1 of this Article may cover a number of transit operations over a period of time or a single transit operation, and may cover not only the full import and export duties chargeable if the goods or means of transport were not re-exported, but also the penalties arising from offences which may be committed by the carrier in the course of the transport operations.

ARTICLE 7

TIA (PTA) Carnets

1. Subject to such other conditions and regulations as it may deem necessary, each Member State undertakes to authorize a transitor or his authorized agent, to prepare in respect of each consignment of transit goods an intra-Preferential Trade Area transport document for Eastern and Southern Africa (hereinafter referred to as "TIA (PTA) Carnet") in accordance with the rules laid down in Appendix I of this Protocol.

2. A TIA (PTA) Carnet shall conform to the standard form set out in Appendix II of this Protocol. The Carnet shall be valid for only one transit operation even if different means of transport are used in the course of transportation and shall contain the numbers of detachable vouchers for customs control and discharge required for the transport operation concerned.

3. All means of transport covered by the provisions of this Protocol shall be accompanied by TIA (PTA) Carnets, and such carnets shall on demand, be presented by the carriers, together with the respective means of transport and certificates to the customs officers en-route and the customs offices of destination for their appropriate actions.

4. Transport operations under cover of TIA (PTA) Carnet may involve one customs office of commencement and not more than two customs offices of destination situated in two different Member States.

ARTICLE 8

Exemption from customs examinations and charges

1. Provided the provisions of Articles 4 and 5 of this Protocol are satisfied, goods carried in approved sealed means of transport, sealed packages, or accepted by a customs office of commencement as goods

not susceptible to tampering, substitution or manipulation, and permitted to be carried unsealed, shall not

- (a) be subject to the payment of import or export duties or deposits thereof at customs offices en-route; and
 - (b) as a general rule, be subject to customs examination at such offices.
2. However, in order to prevent abuse, the customs authorities may where they suspect an irregularity, carry out at such offices a partial or full examination of the goods.
 3. The provisions in paragraphs 1 and 2 of this Article shall not prevent Member States from levying reasonable service and administrative charges for services rendered. Such charges shall not discriminate between traffic coming from or bound for other Member States. Further, such charges shall not be less favourable than charges applicable to traffic from third countries.

ARTICLE 9

Transit procedures

1. All transit goods and means of transport shall be presented to the customs authorities at the customs office of commencement together with duly completed TIA (PTA) Carnets supported by appropriate bonds as necessary for examination and affixing of customs seals. The office of commencement shall decide whether the means of transport to be used provide enough safeguards to ensure customs security and whether the shipment may be made under cover of the TIA (PTA) Carnets.
2. Where it is not possible for goods to be transported in sealed means of transport or compartments, the customs authorities at the customs office of commencement may authorize their transportation in such unsealed means of transport or compartments and under such conditions as they may deem necessary, and endorse the TIA (PTA) Carnet accordingly.
3. A means of transport engaged in the transport of goods under the provisions of this Protocol shall not at the same time be used to transport passengers unless such passengers and their personal effects are carried in a part of the means of transport which is adequately sealed off to the satisfaction of the customs authorities of the customs office of commencement from that part of the means of transport used for the transport of goods under the provisions of this Protocol, and otherwise complies with the provisions of Appendix III of this Protocol, unless the goods are such that sealing is dispensed with under the provisions of this Protocol.
4. Nothing may be added to, taken from or substituted for goods consigned under cover of a TIA (PTA) Carnet at times of off-loading, trans-shipment or collecting.
5. The means of transport, together with the respective TIA (PTA) Carnets, shall be presented to the customs authorities at customs offices en-route and at customs offices of destination for such administrative action as may be required under the provisions of this Protocol.
6. Save where irregularities are suspected, the customs offices en-route within the Member States shall respect the seals affixed by the customs authorities of the other Member States. Such customs authorities may, however, affix additional seals of their own.

7. ~~In order to prevent abuse, the customs authorities may, if they deem it necessary,~~
- (a) require the means of transport to be escorted through the territory of their country, at the transitor's expense, when goods are transported in unsealed means of transport; or
 - (b) require that examination of the means of transport and their loads be carried out en-route in the territory of their country.
8. An unsealed shipment covered by a TIA (PTA) document may have only one customs office of destination.
9. If the goods in a means of transport are examined at a customs office en-route or anywhere in the course of transportation, the customs authorities concerned shall record on the TIA (PTA) Carnet Voucher relating to their country and in the appropriate section of the carnet cover, particulars of irregularities, if any, and of the new seals affixed by them.
10. In the event of an accident or imminent danger necessitating the immediate unloading in whole or in part of a means of transport, the carrier may on his own initiative take such steps as may be necessary to ensure the safety of the goods being transported or the means of transport in which they are being transported. The carrier shall, however, as soon as possible thereafter, inform the customs office of commencement and arrange, where appropriate, for the goods to be transferred to other means of transport in the presence of the customs authorities concerned or of an accredited local authority.
11. On arrival at the customs office of destination, the TIA (PTA) Carnet shall be discharged without delay. If, however, the goods cannot be immediately entered under another customs regime, the customs authorities may reserve the right to discharge the carnet conditionally upon a new liability being substituted for that of the surety guaranteeing the said Carnet.
12. If seals affixed by customs authorities are broken en-route otherwise than in the circumstances set out in paragraph 10 of this Article, or if goods are destroyed or damaged without breaking such seals, the procedure laid down in paragraph 11 of this Article shall without prejudice to the application of the provisions of national laws, be followed and a certified report drawn up in the form set out in Appendix V of this Protocol.
13. When the customs authorities are satisfied that the goods covered by a TIA (PTA) Carnet have been destroyed by force majeure an exemption from payment of the duties shall be granted.
14. No special document shall be issued in respect of the means of transport used in a shipment covered by a TIA (PTA) Carnet provided that their particulars and value are recorded on the cover of the Carnet.
15. The provisions of paragraph 13 of this Article shall not prevent a Member State from requiring the completion of the formalities provided for in its national regulations at the customs office of destination or from taking measures to prevent the use of such means of transport for a fresh consignment of goods intended for delivery within its territory.

ARTICLE 10

Obligations of the Member States and sureties

1. Each Member State undertakes to facilitate the transfer to the other Member States of the funds necessary for payment of premiums or other charges claimed from sureties under the provisions of this

Protocol, or for payments of any penalties which the transitor may incur in the event of an offence being committed in the course of transit transport operations.

2. The Member States agree to ensure that the liabilities undertaken by sureties cover import or export duties due, any interest thereon and other charges and financial penalties incurred by the holder of a TIA (PTA) Carnet and other persons involved in the transit transport operation under the customs laws and regulations of the Member State in which an offence has been committed. The surety and the persons charged with the offence shall be jointly and severally liable for payment of such sums. The fact that customs authorities might have authorized the examination of goods elsewhere than at a place where the business of the customs office of commencement or destination is usually conducted shall not affect the liability of the surety.

3. For purposes of determining the duties referred to in paragraph 2 of this Article, the particulars of the goods as entered in the TIA (PTA) Carnet shall, unless the contrary is proved, be regarded as correct.

4. The liability of the surety to the authorities of any Member State shall commence from the time when the TIA (PTA) Carnet is accepted by the customs authorities of that Member State, and shall cover only the goods enumerated in the Carnet.

5. When the customs authorities of a Member State have unconditionally discharged a TIA (PTA) Carnet, they may not subsequently claim from the surety payment in respect of the duties referred to in paragraph 2 of this Article unless the certificate of discharge was issued erroneously or fraudulently.

6. The transitor and surety shall be released from their undertaking to the customs authorities of each Member State entered when the goods carried have been duly exported or have otherwise been accounted for satisfactorily to the customs authorities of the Member State concerned.

7. Where a TIA (PTA) Carnet has not been discharged or has been discharged conditionally, the competent authority of a Member State shall not claim from the surety the payments referred to in paragraph 2 of this Article unless such authorities have, within a period of one year from the date on which the TIA (PTA) Carnet was taken on charge, notified the surety of the non-discharge or conditional discharge of the Carnet:

Provided that where the certificate of discharge was obtained erroneously or fraudulently, this paragraph shall not prevent the authorities of a Member State from taking the necessary action against the person or persons concerned at any time thereafter in accordance with their national laws.

8. The claim for payment referred to in paragraph 2 of this Article shall be made within three years from the date when the surety was notified that the Carnet had not been discharged or had been discharged conditionally, or that the certificate of discharge had been obtained erroneously or fraudulently. However, if the period of three years referred to in this Article include a period of legal proceedings, any claim for payment under the provisions of this Article shall be made within one year from the date when the decision of the court becomes enforceable.

9. The Member States shall, where feasible use the services available in other Member States in all transit traffic operations provided such services are competitive and not less efficient than those offered by other parties.

10. The Member States undertake to co-operate in the establishment of a Multinational Coastal Shipping Line, the Trans-African Highway, a Joint Freight Booking Centre and any other intra-Preferential Trade Area transport projects which may be agreed upon, with a view to promoting transit trade among themselves.

ARTICLE 11

Miscellaneous Provisions

1. The Member States undertake to establish or facilitate the establishment of bonded areas and or bonded warehouses for the temporary storage of transit goods where the direct trans-shipment of goods from one means of transport to another is not possible. The management and operation of such bonded areas and warehouses shall be in accordance with the customs rules and regulations of the Member States concerned.
2. The Member States undertake to permit and facilitate the establishment of cargo, clearing and forwarding offices in their territories by persons, organizations or associations of other Member States or their authorized agents, for the purpose of facilitating transit traffic.
3. Each means of transport engaged in international transit traffic operations under cover of a TIA (PTA) Carnet shall have affixed to its front and rear, a plate bearing the letters "TIA", the specifications of which are laid down in Appendix IV of this Protocol. These plates shall be so placed as to be clearly visible, removable and capable of being sealed. The seals to such plates shall be affixed by the customs authorities of the customs offices of commencement and shall be removed by the authorities of the customs offices of destination.
4. The Member States shall communicate to each other facsimiles of the seals, stamps and date stamps they use.
5. Each Member State shall send to the other Member States a list of its customs offices of commencement, customs offices en-route and customs offices of destination approved by it for TIA (PTA) Carnet covered traffic and normal working hours of such offices. Contiguous Member States shall consult each other in determining the frontier customs offices to be included in such lists and where possible such offices shall be juxtaposed.
6. In all customs operations referred to in this Protocol, no charges shall be levied for customs attendance, save where it is provided on days or at times or places other than those appointed for such operations. Wherever possible customs frontier offices shall remain open for business for twenty-four hours a day or shall allow execution of customs formalities relating to the transportation of goods under the provisions of this Protocol outside the normal working hours.
7. Any breach of the provisions of this Protocol shall render a carrier liable in the Member State where the offence is committed to the penalties prescribed by law in that Member State.
8. Nothing contained in this Protocol shall prevent the Member States who may be members of a customs union or an economic community from enacting special legislation in respect of transport operations commencing or terminating in or passing through their territories:

Provided that the provisions of such legislation shall not conflict with the provisions of this Protocol, are not detrimental to the facilities provided by this Protocol or do not confer

ARTICLE 12

Regulations

The Council may make regulations for the better carrying out of the provisions of this Protocol.

APPENDIX I

NOTES FOR THE USE OF THE TIA (PTA) CARNET

1. The TIA (PTA) Carnet shall be prepared in the country of commencement where the goods are first declared to be in transit.
2. The TIA (PTA) Carnet and voucher forms shall be printed in the English, French and Portuguese languages, but completed in the language of the country of commencement. The customs authorities of the other countries traversed reserve the right to require their translation into their own language. In order to avoid unnecessary delays which might arise from this requirement, carriers are advised to supply the operator of the means of transport with the requisite translations.
3. A TIA (PTA) Carnet remains valid until completion of the TIA operation at a customs office of destination provided that it has been taken under customs control at the customs office of commencement within the time limit given by the issuing authorities.
4. (a) The Carnet and vouchers must be typed or multigraphed or printed legibly;
(b) When there is not enough space on the manifest section of vouchers to enter all the goods carried, separate sheets of the same model as the manifest may be attached to the latter, but all copies of the manifests must contain the following particulars:
 - (i) A reference to the sheets;
 - (ii) The number and type of packages and goods in bulk enumerated on the separate sheets;
 - (iii) The total value and the total gross weight of the goods appearing on the said sheets.
5. Weights, volume and other measurements shall be expressed in units of the metric system, and values in the currency of the country of commencement.
6. No erasures or over-writing shall be allowed on the TIA (PTA) Carnet. Any correction shall be made by deleting the incorrect particulars and adding, if necessary, the required particulars. Any correction, addition or other amendment shall be acknowledged by the person making it and countersigned by the customs authorities.
7. The transitor or his agent shall sign page 2 of the Carnet, the declaration on the front of each voucher and the reverse of the vouchers with odd numbers.

~~When the TIA (PTA) Carnet shall be required for coupled means of transport of the - total - containers loaded either on a single means of transport or coupled means of transport.~~

9. When the TIA (PTA) Carnet covers coupled means of transport or several containers, the contents of each means of transport shall be indicated separately on the manifest. This information shall be preceded by the registration or identification number of the means of transport.

10. Transport under cover of a TIA (PTA) Carnet may involve one customs office of commencement and not more than two offices of destination.

11. If there are more than one customs office of destination, the entries concerning the goods taken under customs control at, or intended for, each office shall be clearly separated from each other on the manifest.

12. The operator of the means of transport must make sure that a voucher of the TIA (PTA) Carnet is detached by the customs at each customs office en route and at destination. Vouchers with odd numbers are to be used for taking the goods under customs control and those with even numbers for discharging them.

13. In the event of customs seals being broken or goods being destroyed or damaged accidentally en route the operator shall ensure that a certified report is drawn up as quickly as possible by the authorities of the country in which the vehicle is located. The operator shall approach the customs authorities, if there are any near at hand, or, if not, any other competent authorities. Operators shall accordingly provide themselves with copies of the certified report form laid down in Appendix v of the Protocol on Transit Trade and Transit Facilities within the Preferential Trade Area.

14. In the event of accident involving immediate unloading of the whole or part of the load en route, the operator may take action on his own initiative without requesting or awaiting intervention by the authorities mentioned in paragraph 13 of these notes. He must then furnish adequate proof that he was compelled to take such action in the interests of the means of transport or of the load. Having taken such preventive measures as the emergency may necessitate, he shall at the first opportunity notify the authorities mentioned in paragraph 13 of these notes in order that the facts may be verified, the load checked, the means of transport sealed and a report drawn up.

APPENDIX II
PREFERENTIAL TRADE AREA FOR EASTERN
AND SOUTHERN AFRICAN STATES

TIA (PTA) CARNET

TIA NO.

Camet issued to:

Name

Address

Port or place at which transit operation begins

..... Country

Approved route

Time allowed

Customs offices en route in the order visited

1. EXIT Country

2. ENTRY Country

3. EXIT Country

4. ENTRY Country

5. EXIT Country

6. ENTRY Country

Customs offices of destination

1. Country

2. Country

Means of transport*

Registration No. Country in which registered

Means of transport* Country in which registered

Registration No. Country in which registered

No. of guarantee card Date of expiry

Total gross weight of goods carried Kilogrammes

Total value of goods carried

(To be shown in the currency of the country of commencement or in the currency or unit of account specified by the competent customs authorities of the country of commencement).

I, the undersigned,, acting on behalf of

.....

- (a) declare that the information contained on page 1 of this Carnet is true and complete;
- (b) declare that the goods described on Vouchers Nos. 1 to inclusive, have been loaded on the means of transport and are intended for the purposes indicated;
- (c) undertake to produce the entire shipment, with any seals affixed to it intact, together with this Carnet at the customs offices en route and of destination and to respect the deadline and routes drawn up for me, on the understanding that failure to do so is punishable by the sanctions provided for in the laws and regulations in force in the countries traversed;
- (d) undertake to comply with the customs laws and regulations of the countries traversed.

Place and date

Signature

1. It has been verified that Bond and Agreement No.
is valid until
2. It has been ascertained that the goods named on the attached vouchers have been loaded on the means of transport mentioned on page 1 of this carnet.
3. Seals or lables affixed
4. First voucher detached and retained.

Place and date

Officer's signature

Customs office at

FOR CUSTOMS USE ONLY
CERTIFICATES OF EXAMINATION AND SEALS AFFIXED EN ROUTE

Note: When an inspection is necessitated by an accident or by the discovery of a break in, a certified report shall be drawn up in triplicate.

1. *Customs office of EXIT en route*

Seals intact

Contents produced and identified as corresponding to labels, numbers and descriptions

Resealed with Seal No.

Voucher No. detached

Remarks:

Place and date

Place and date

Signed and sealed

Place and date

Signed and sealed

Total number of packages (written out)
 This manifest covers a total of packages. Those with Serial Nos
 are to be delivered to the customs officer at and those with Serial Nos
 are to be delivered to the customs office at

I, the undersigned, acting for and on
 behalf of certify that the descriptions
 given above are true and complete.

Place and date

Signature

*For the official use of the customs office
 of commencement*

1. It has been noted that Bond No. is valid until
2. It has been certified that the goods mentioned on the attached vouchers have been loaded on the means of transport referred to on page 1 of this Carnet.
3. Seals or marks affixed
4. Voucher No. 1 detached and filed.

Place and date

Signature of officer

TO BE DETACHED AND KEPT BY THE CUSTOMS OFFICE OF COMMENCEMENT

Vouchers with even numbers

Voucher No. (Exit)

Customs office of commencement
 Date of declaration
 Carnet valid until

Serial No.	Marks and No.	Kind and number of packages	Description of goods	Gross weight (in kg)	Value	Country of origin	Remarks
------------	---------------	-----------------------------	----------------------	----------------------	-------	-------------------	---------

Total number of packages (written out in full)
 This manifest covers a total of packages. Those with
 Serial Nos. are to be delivered to the customs
 office at and those with Serial Nos.
 are to be delivered to the customs office at

I,, the undersigned, acting for and on
 behalf of, certify that the descriptions given
 above are true and complete.

.....
 Place and date

.....
 Signature

For the use of the customs office of exit

Seals intact

Packages produced and identified as corresponding to labels, numbers and descriptions

Resealed with Seal No.

.....
 Place and date

.....
 Signature

.....
Seals intact

Contents produced and identified as corresponding to labels, numbers and descriptions

Resealed with Seal No.

Voucher No. detached

Remarks:

Place and date

Signed and sealed

3. *Customs office at EXIT en route*

Seals intact

Contents produced and identified as corresponding to labels, numbers and descriptions

Resealed with Seal No.

Voucher No. detached

Remarks:

Place and date

Signed and sealed

4. *Customs office at ENTRY en route*

Seals intact

Contents produced and identified as corresponding to labels, numbers and descriptions

Resealed with Seal No.

Voucher No. detached

Remarks:

Place and date

Signed and sealed

5. *Customs office at EXIT en route*

Seals intact

Contents produced and identified as corresponding to labels, numbers and descriptions

Resealed with Seal No.

Voucher No. detached

Remarks:

Place and date

Signed and sealed

6. *Customs office at ENTRY en route*

Seals intact

Contents produced and identified as corresponding to labels, numbers and descriptions

Resealed with Seal No.

Voucher No. detached

Remarks:

Place and date

Signed and sealed

FOR CUSTOMS USE ONLY

First customs office of destination

Date of arrival

Seal intact

Contents produced and identified as corresponding to labels, numbers and descriptions

Number of packages unloaded

Resealed with Seal No.

Voucher No. detached

Remarks:

Place and date

Signed and sealed

TO BE DETACHED AT THE CUSTOMS OFFICE OF EXIT AND RETURNED TO THE CUSTOMS OFFICE OF COMMENCEMENT OR SENT TO THE CUSTOMS OFFICE OF ENTRY THROUGH WHICH THE SHIPMENT LAST PASSED

Check the boxes applicable

Vouchers with odd numbers

TIA Carnet No.
 Voucher No.(entry)

Customs office of commencement
 Date of declaration
 Carnet valid until.

MANIFEST

Serial No.	Marks and No.	Kind and number of packages	Description of goods	Gross weight (in kg)	Value	Country of origin	Remarks

Total number of packages (written out in full)
 This manifest covers a total of packages. Those with
 Serial Nos. are to be delivered to the customs office
 at

I,, the undersigned, acting for and on
 behalf of, certify that the
 descriptions given above are true and complete.

 Place and date

 Signature

APPENDIX III

REGULATIONS RELATING TO TECHNICAL CONDITIONS APPLICABLE TO MEANS OF TRANSPORT OTHER THAN PACK ANIMALS WHICH MAY BE ACCEPTED FOR INTRA-AREA TRANSPORT OF GOODS WITHIN THE PREFERENTIAL TRADE AREA UNDER CUSTOMS SEAL

1. Approval for the intra-area transport of goods by means of transport under customs seal may be granted only for means of transport constructed and equipped in such a manner that:
 - (a) customs seal can be simply and effectively affixed thereto;
 - (b) no goods can be removed from or introduced into the sealed part of the means of transport without obvious damage to it or without breaking the seals;
 - (c) they contain no concealed spaces where goods may be hidden.
2. The means of transport shall be so constructed that all spaces in the form of compartments, receptacles or other recesses which are capable of holding goods are readily accessible for customs inspection.
3. Should any empty spaces be formed by the different layers of the sides, floor and roof of the means of transport the inside surface shall be firmly fixed, solid, unbroken and incapable of being dismantled without leaving obvious traces.
4. Openings made in the floor for technical purposes, such as lubrication, maintenance and filling of the sand-box shall be allowed only on condition that they are fitted with a cover capable of being fixed in such a way as to render the loading compartment inaccessible from the outside.
5. Doors and all other closing systems of means of transport shall be fitted with a device which shall permit simple and effective customs sealing. This device shall either be welded to the sides of doors where these are of metal, or secured by at least two bolts, riveted or welded to the nuts on the inside.
6. Hinges shall be so made and fitted that doors and other closing systems cannot be lifted off the hinge-pins, once shut; the screws, bolts, hinge-pins and other fasteners shall be welded to the outer parts of the hinges. These requirements shall be waived, however, where the doors and other closing systems have a locking device inaccessible from the outside which, once it is applied, prevents the doors from being lifted off the hinge-pins.
7. Doors shall be so constructed as to cover all interstices and ensure complete and effective closure.
8. The means of transport shall be provided with a satisfactory device for protecting the customs seal, or shall be so constructed that the customs seal is adequately protected.
9. The foregoing conditions shall also apply to insulated vehicles, refrigerator vehicles, tank vehicles and furniture vehicles in so far as they are not incompatible with the technical requirements which such vehicles must fulfil in accordance with their use.
10. The flanges (filler caps), drain cocks and manholes of tank wagons shall be so constructed as to allow simple and effective customs sealing.
11. Folding or collapsible containers are subject to the same conditions as non-folding or non-collapsible containers, provided that the locking devices enabling them to be folded or collapsed allow of customs

APPENDIX IV

Certificate of Approval of Means of Transport

1. Certificate No. Date of expiry
2. Attesting that the means of transport specified below fulfils the conditions required for admission to inter-area transport of goods under customs seals.
3. Name and address of holder (owner or carrier)
.....
.....
4. Make
5. Type
6. Engine No. Chassis No.
7. Registration No.
8. Other particulars
9. Issues at (place) on
..... (date) 19
10. Signature and stamp of issuing office at

NOTE:

This licence must be framed and exhibited in the cab of the means of transport to which it relates and must be returned to the issuing office when the means of transport is not in use, or on a change of owner or carrier, or on expiry of the period of validity of the certificate, or if there is any material change in any essential particulars of the means of transport.

APPENDIX V

Front of report form

CERTIFIED DECLARATION OF EXAMINATION OF CONTENTS OF MEANS OF TRANSPORT

1. TIA (PTA) Carnet No. Issued at
2. *Information concerning the means of transport examined*
Kind of means of transport
Registration No. Country in which registered
3. Reasons for making the examination (check where appropriate)

Seals broken or missing

Evidence of break-in

Vehicle involved in an accident

Other

4. *Results of examination* (check where appropriate)
The contents of the means of transport were checked against the manifest and it was found that
(check where appropriate)

All packages were intact and none of their contents was missing

The following goods/packages were missing/damaged

Serial No.	Marks and No.	Kind and number of packages	Description of goods	REMARKS
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5. *Explanation given by the shipper or driver regarding the irregularities noted (reply in space provided on back of this form)*

6. *Information concerning means of transport to which goods transferred*
 Type of means of transport
 Registration No. Country in which registered

7. Seals affixed: Quality Nos.
8. The goods were able to proceed towards their destination

9. I hereby certify that the information provided above is correct and complete.

Place and date	Signature of officer	Location of customs office
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Check the boxes applicable

Back of report form

Explanation provided by shipper or driver

Place and date	Signature
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NOTE: This form must be prepared in triplicate to be distributed as follows:

Original: To be attached to page 4 of the TIA (PTA) Carnet.

Duplicate: If the inspection takes place at an office of entry, the duplicate should be attached to the entry voucher.

If the inspection takes place at an office of exit, the duplicate should be attached to the corresponding voucher and returned to the office of entry.

Triplicate: To be returned at the office where the examination took place.

APPENDIX VI

1. The plates shall measure 250 by 400 millimetres.
2. The letters and brackets "TIA (PTA)" shall be 50 millimetres high; the letters in the word "BONDED" shall be 90 millimetres high.
 - Roman letters shall be used.
 - The letters shall be white on a blue background.
3. The letters and brackets shall be arranged as follows:

TIA (PTA)

BONDED

"customs office of destination" means any port, inland or frontier customs office of a Member State where the provisions of this Protocol cease to apply;

"customs office en-route" means any customs office of a Member State which an international means of transport merely passes through under the provisions of this Protocol;

"customs office of entry" means any customs office of a second or third Member State where, in relation to that State, the provisions of this Protocol begin to apply, and includes any customs office which even when, not situated on the frontier, is the first point of customs control after crossing the border;

"customs office of exit" means any customs office which, even when not situated on the frontier, is the last point of customs control before crossing the border;

"goods" means all chattels personal other than things in action and includes wares, merchandise, mail, emblements, and industrial crops;

"import or export duties and taxes" means customs duties and other charges of equivalent effect levied by reason of importation or exportation of goods;

"means of transport" include:

- (a) any railway stock, containers, seagoing, lake and river vessels, road vehicles and aircraft;
- (b) where the local situation so requires, porters and pack animals; and
- (c) pipelines and gas lines;

"surety" means any person who gives an undertaking to the customs authorities of a Member State to answer for or be collaterally responsible for the debt, obligation, default or miscarriage of the transitor and for the payment to transit States of import duties and any other sums of money due and payable to them in the event of non-compliance with the terms and conditions of transit relating to transit traffic introduced into the transit States by carriers of such goods;

"TIA (PTA) Carnet" means the intra-Preferential Trade Area transport document, the standard form of which is shown in Appendix II of this Protocol;

"transit traffic" means the passage of goods including unaccompanied baggage, mail, persons and their means of transport from a Member State to another or through a Member State to another Member State;

"transitor" means the person responsible for the conveyance of goods under the provisions of this Protocol or his authorized agent.

ARTICLE 2

General Provisions

1. The Member States undertake to grant all transitors and transit traffic freedom to traverse their respective territories by any means of transport suitable for that purpose when coming from:
 - (a) or bound for other Member States; or
 - (b) third countries and bound for other Member States; or
 - (c) other Member States and bound for third countries.
2. Notwithstanding the provisions of paragraph 1 of this Article, any Member State may, if it deems it necessary, prohibit, restrict or otherwise control the entry of certain persons, mail, merchandise or means of transport from any country for the protection of public mortality, safety, health or hygiene, or animal or plant health, or in the public interest.
3. The Member States undertake not to levy any import or export duties on the transit traffic referred to in paragraph 1 of this Article.
4. For the purposes of this Protocol, the Member States undertake to ensure that there shall be no discrimination in the treatment of persons, mail, merchandise and means of transport coming from or bound to the Member States, and that rates and tariffs for the use of their facilities by other Member States shall not be less favourable than those accorded to their own traffic.

ARTICLE 3

Scope of application

1. The provisions of this Protocol shall apply to any transitor, mail, means of transport or any shipment of bonded goods in transit between two points either in two different Member States or between a Member State and a third country.
2. The provisions of this Protocol shall only apply to transit transport if it is:
 - (a) operated by a carrier licensed under the provisions of Article 4 of this Protocol;
 - (b) performed under the conditions set out in Article 5 of this Protocol by means of transport approved by the customs office of commencement and issued with certificates which shall be in the form set out in Appendix IV of this Protocol;
 - (c) guaranteed by a surety in accordance with the provisions of Article 6 of this Protocol; and
 - (d) undertaken under cover of TIA (PTA) Carnet, the standard form of which is set out in Appendix II of this Protocol.
3. The provisions of this Protocol shall apply to transit goods carried by whatever means of transport, except that in the case of air transport, the aircraft in transit shall be exempted from the operation of these rules but the goods, including baggage, shall be subject to the provisions of this Protocol.