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ECONOMIC COMMISSION FOR EUROPE

INLAND TRANSPORT COMMITTEE

Working Party on Customs Questions Affecting Transport

One-hundred-and-thirteenth session
Geneva, 30 May-2 June 2006
Item 6 (b) of the provisional agenda

**CUSTOMS CONVENTIONS ON THE TEMPORARY IMPORTATION OF PRIVATE
ROAD VEHICLES (1954) AND COMMERCIAL ROAD VEHICLES (1956)**

Application of the Convention

Comments to the Conventions

Note by the secretariat

BACKGROUND

1. The Working Party, at its one-hundred-and-seventh session, took note of document TRANS/WP.30/2004/21, transmitted by the International Touring Alliance and International Automobile Federation (AIT & FIA), raising a number of issues in relation to the interpretation of the Customs Conventions on the Temporary Importation of Private Road Vehicles (1954) and Commercial Road Vehicles (1956).

2. The Working Party provided its interpretation of some of the questions whereas other questions were referred to the United Nations Office of Legal Affairs (OLA, in particular the questions referring to the Article 13.3, respectively Article 14.3 of the Conventions using the wording “so far as possible” as well as the question of the use of the term force majeure be applied when customs claims cannot be resolved in the normal manner (i.e., within the deadlines prescribed in the Conventions) due to a break in diplomatic relations between two countries.
3. The OLA informed the UNECE secretariat that it could not provide an interpretation of these issues, which are specific to the Conventions and recommended that the Contracting Parties to the Convention provide their interpretation on the issues with a view to establish a practice in the context of the Conventions.
4. The Working Party, at its one-hundred-and-eleventh-session, reconsidered the issues based on document TRANS/WP.30/2005/27, transmitted by the AIT/FIA and also considered an additional issue concerning the completion of the “Certificate of Location” of the vehicle.
5. The Working Party requested the secretariat to prepare comments on the various issues for inclusion in an overview of comments on the two Conventions, which should be prepared on the basis of the interpretations provided by the Working Party at its previous sessions.

PROPOSALS

Article 13.3, respectively Article 14.3 of the Conventions

6. Concerning the question of the use of the term “so far as possible” in the two Conventions, the secretariat, after consultation with the AIT/FIA, considers that some guidance could be sought in the context of the TIR Convention, 8.7, which uses the same term “so far as possible” and Explanatory Note to the Article, which sets out the minimum measures required by the competent authorities to fulfil the conditions of the Article.
7. Bearing this in mind, the Working Party may wish to consider the following text for a comment to Articles 13.4, respectively 14.4 of the two Conventions:

“Measures to be taken by the competent authorities in order to notify the guaranteeing association of seizures made by or on behalf of those Customs authorities of vehicles admitted under cover of temporary

importation papers guarantee by the association shall include transmission in writing of a of information on the number of the CPD Carnet, the name of the issuing association and the date of the notification.

8. The Working Party may wish to consider this proposal.

Article 22 - Force majeure

9. The question raised by the AIT7FIA concerning the possible use of the term “force majeure” relates to cases where diplomatic connections between two countries are broken, where the citizens of country A and forced to leave country B without their vehicles and where country B in the aftermath raises claims against the national guaranteeing association for the vehicles left behind. Since the diplomatic connections are broken and since, in many cases the vehicles have been reprocessed by nationals of country B or destroyed, the question is raised whether the guaranteeing association can claim “force majeure” since it can not provide evidence that the vehicles have either been re-exported or destroyed.

10. The secretariat is, in cooperation with AIT7FIA, reviewing other international legal instruments as well as general recognized insurance conditions for the use of the term “force majeure” in situations such as the above described.

11. The Working Party may wish to express its views on the issue.

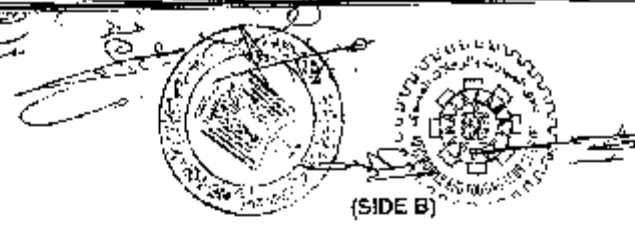
Article 24.2 - Certificate of Location

12. The two Conventions in Article 24.2 prescribe that the competent authorities shall accept as regularization proof the presentation of the Certificate of Location (Annex 4) issued by an official authority relating to vehicles or components that have been re-exported.

13. However, some competent authorities require that a the issuing association of the CPD Carnet provides an additional certification on the back of the Certification of Location (Annex).

14. The Working Party may wish to express its views on such additional requirements and consider whether an attestation similar to the one in annex or modified could be an additional element of security for competent authorities, therefore recommending in a comment that such a practice should be followed.

* * *


(SIDE B)

Club of
..... (***)

**Declaration & Commitment
Of CPD issuing Club**

The Automobile Club of (**)
declares that all data of the Certificate of Location on the back side of this
sheet, which is issued by (***)
are correct and that the issuing club is responsible for the correctness of all
the data mentioned therein, and is liable for paying any requested customs
duties according to the Egyptian laws and regulations in case that any of these
data was found incorrect.

Date :

Issuing club *President* :

Signature :

(Seal of the Club)

Automobile & Touring Club of Egypt (ATCE)

ATCE approves the correctness of the signatures & seals of the CPD (issuing club) : (***) on the above declaration related to the CCL on the back side of this sheet. In case of any data found incorrect, ATCE will be responsible to follow-up with the issuing club to oblige him to pay the Egyptian customs duties resulting from not abiding with the customs law. ATCE will also be obliged to notify AITDIA to take the necessary action towards the CPD issuing club in view of his declaration & commitment.

Approval No. :

Date : ... / ... / 200...

(Signatures - Seal of the club)

(*) = Name of country where vehicle is located.
(**) = Official authority according to the convention.
(***) = Name of CPD Issuing Club