

**DECLARATION OF ENGAGEMENT BY THE TRANSPORT COMPANY  
FOR ADMISSION TO THE TIR CUSTOMS SYSTEM  
AND AUTHORISATION TO USE ORDINARY TIR CARNETS**

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Name of Legal Entity (hereinafter referred to as the Holder)

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.....  
.....

Address

.....  
.....  
.....

tel. no .....

fax no .....

Holder's TIR Identification Number  
(to be filled in by the Association)

**IRN/057/**

The above mentioned Holder in consideration of being admitted to the benefits of the TIR Customs system pursuant to the rules laid down by the International Road Transport Union (IRU) in implementation of the provisions of the Customs Conventions relating to the International Transport of Goods under cover of TIR Carnets, TIR Convention of 14<sup>th</sup> November 1975 and any subsequent amendments, resolutions and recommendations of the TIR Convention Administrative Committee hereby gives an undertaking to

Iran Chamber of Commerce Industries and Mines (ICCIM)  
254 Taleghani avenue  
IR - 15814 TEHRAN

Hereinafter referred to as the "Association"

To observe the rules contained in this Declaration of Engagement and as notified by the Association.

The person whose signature appears at the end of this document as the legal representative declares for and on behalf of the Holder that he (if the Holder is a sole trader) or the company and its Directors (if the Holder is a limited body) or any partners (if the Holder is a partnership) or the corresponding legally responsible persons (if the Holder is a different type of legal entity recognized under National legislation) have or has no unspent convictions for Customs fraud or equivalent offences, or as the representative or operator of a business enterprise,

### **Duly Notes and Recognises**

- TIR Carnets are financial instruments and by using TIR Carnets the Holder becomes liable in an unlimited amount for payment of Customs duties resulting from any irregularity in the TIR transport (such as failure to obtain a certificate of termination for the TIR operation, obtaining a certificate of termination of the TIR operation in an improper or fraudulent manner, obtaining a certificate of termination with reservations, loss of TIR Carnets, theft or disappearance of goods transported under cover of TIR Carnets), to all Customs Authorities,
- the Holder retains the liability to reimburse in full any sums paid by the Guarantee Chain (Association, IRU, Insurers) in respect of a claim relating to a TIR Carnet issued to him,
- this Declaration together with instructions from the Association contains the minimum conditions for participation in the TIR procedure, in compliance with Article 6 and Annex 9 Part II of the 1975 TIR Convention. These conditions may be supplemented or amended at any time subject to prior notice by the Association.

### **Commits**

- the Holder together with its staff and agents to comply with the following:

## **I. GENERAL RULES**

1. To observe all the provisions of the above-mentioned Customs system, in particular, the rules relating to the use of the TIR Carnet which are set out on its cover page and instructions notified by the Association.
2. To keep a register containing all details of journeys using TIR Carnets.
3. To ensure that TIR Carnets are completed and used correctly in accordance with the instructions notified by the Association and the rules regarding use contained in the TIR Carnet itself.
4. Never to transport alcohol and/or tobacco and/or their derived products except for beer, wine or raw tobacco under cover of an ordinary TIR Carnet (USD 50,000), even if the value of the Customs duties is less than the sum of USD 50,000.

5. To provide additional guarantees and to comply with additional rules when transporting certain commodities or undertaking certain types of transport details of which shall be notified in writing from time to time by the Association.
6. To affix official TIR plates to the vehicle when carrying goods under a TIR Carnet.
7. Never to permit the use by a third party of TIR Carnets issued to his company. Where the TIR Carnet accompanies the means of transport or the container in the context of multimodal, combined or successive transport, the Association shall lay down a recommended code of practice.
8. To inform himself with the Association concerned in order to verify that the access to TIR Carnets of the commercial partners he uses for transport under cover of TIR Carnets has not been withdrawn, or that they are not registered or resident in a country where the TIR procedure is not functional or has been suspended.
9. Never use and have any direct or indirect commercial relation, for realisation of transport under cover of TIR Carnets TIR, with a haulier to whom the access to TIR Carnets has been withdrawn or who is registered or resident in a country where the TIR procedure is not functional or has been suspended:
  - By virtue of sub contracting, of contracts of cooperation or of partnership, of joint venture or by virtue of any other commercial agreement;
  - By virtue of vehicles belonging to such haulier and used on hire, with or without a driver, on leasing, on rent or under any other form of service.
10. To be responsible for the acts and omissions of his staff, agents and servants as though they were his own acts and omissions.

## **II. RELATIONS BETWEEN THE HOLDER AND THE CUSTOMS AUTHORITIES**

11. To perform all the Customs formalities required at the Customs offices of departure, transit and destination.
12. To ensure that the Customs Authorities concerned affix the stamps and signatures which are essential for proper performance of the transport operation under cover of the TIR Carnet.

13. To request a written certificate from a Customs officer if it is impossible to obtain a certificate of termination for the TIR operation (requisite stamp and signature on "volet" and "souche" 2) from the relevant Customs office or, if the TIR Carnet is not returned, by the Customs office of destination.
14. To ensure as far as is reasonably practicable that the information shown on the TIR Carnet Manifest corresponds to the goods actually carried by the vehicle.
15. In the event of an irregularity or query to take all steps necessary to ensure the certificate of termination of the TIR operation is considered to be properly obtained from the Customs Authorities concerned.
16. To ask the Customs Authorities to explain in writing any reservation entered on the TIR Carnet.
17. To deal directly with the Customs Authorities, pursuant to the provisions of the 1975 TIR Convention as amended, regarding all claims and litigation arising from the use of TIR Carnets issued to the Holder and, where applicable, pay in full direct to those Authorities such sums as may be due to them. The Association must be kept informed at all times.

### **III. RELATIONS BETWEEN THE HOLDER AND THE ASSOCIATION**

18. To inform the Association of any change in activity or business structure which may affect the issue of TIR Carnets.
19. To comply with the Association's procedures for ensuring that TIR Carnets are only ordered, and where applicable collected, by authorised personnel.
20. To return to the Association all used TIR Carnets, as well as all TIR Carnets remaining unused after the date of expiry of their period of validity, following the deadlines and procedures specified by the Association.
21. To notify the Association immediately of:
  - (a) loss, theft, retention or destruction of a TIR Carnet,
  - (b) any incident which affects the correct termination of a TIR operation.
22. To take all appropriate measures and/or to carry out the instructions of the Association so as to secure retroactive regularisation of any disputed TIR Carnet(s).

23. To renew the Declaration of Engagement whenever requested to do so by the Association.
24. To return immediately all TIR Carnets still in his possession if his participation in the TIR procedure is rescinded or terminated.
25. To settle on the due date invoices made out by the Association in respect of the issue of TIR Carnets and, where applicable, related insurance premiums.
26. To furnish, prior to admission to the TIR procedure, a financial guarantee available to the Association on first request and covering the amount specified by the Association. This financial guarantee shall remain available for at least 27 months from the date the last Carnet was issued.
27. To furnish, in response to the first request by the Association, any additional guarantees required when, by reason of claims and litigation relating to TIR Carnets issued to the Holder, or in other circumstances defined by the Association, the guarantees already given do not appear to be sufficient.
28. To reimburse immediately and on demand to the Association or to a third party named by it:
  - (a) all the sums which the Association, any other guaranteeing Association, IRU, the Insurers of the TIR system or whosoever is acting on their behalf, may be required to pay by virtue of the 1975 TIR Convention as amended in respect of the TIR Carnets issued to you;
  - (b) the costs of retroactive regularisation of TIR Carnets following work undertaken by the Association itself or by any other Association.
29. The financial guarantees provided to the Association in conformity with clauses 26 and 27 shall automatically be forfeit if the reimbursements stipulated in clause 28 a) above are not made by the Holder within the deadlines set by the Association.
30. To assign, on request, to the Association, to any other guaranteeing Association, to IRU, to the Insurers of the TIR system or whosoever is acting on their behalf, all rights of redress which the Holder may have against all persons liable for the offence or irregularity which led to an action by the Customs Authorities.

#### IV. GROUNDS FOR WITHDRAWING ACCESS TO TIR CARNETS

31. To recognise the right of the Association, at its own discretion without prior notice and on a provisional or definitive basis, to suspend access to TIR Carnets and to inform the Competent Bodies accordingly; in particular when:
- A TIR Carnet is made available to a third party,
  - Tobacco/Alcohol products have been carried using TIR Carnets contrary to clause 4 of this Declaration,
  - invoices made out by the Association in respect of the issue of TIR Carnets are not settled on the due date,
  - the Holder is unable to discharge his commitments and, in particular, in the event of judicial settlement, bankruptcy, liquidation or any other act involving legal proceedings or otherwise, stipulating that the Holder is no longer able to discharge his commitments. However, in the event of judicial restructuring of the company authorised by the national authorities, the above-mentioned measure of interruption of the issue of TIR Carnets may not be applied if the national legislation of the Holder's country is opposed thereto,
  - the Holder has committed a serious infringement, of which the Association shall be sole judge, or frequent infringements of the Customs Regulations or of the provisions and instructions issued by the Association,
  - the validity of the TIR Carnet has been modified by the Holder,
  - one or more of the requirements set out in this Declaration of Engagement or notified by the Association has not been respected,
  - the Association has been informed by IRU, or by the Customs Authorities of any country, that measures of exclusion from the TIR procedure have been taken against the Holder,
  - the Holder has not respected the interdiction to have commercial relations with, or to use the vehicles belonging to a haulier to whom access to TIR Carnets has been withdrawn, or who is registered or resident in a country where the TIR system is not functional or has been suspended or suppressed,
  - in other situations and circumstances stipulated in the Association's rules.

## **V. END OF THE DECLARATION OF ENGAGEMENT**

32. Having regard to the relevant Articles of the 1975 TIR Convention, the right to receive TIR Carnets conferred by this Declaration of Engagement shall lapse when:
- the Holder freely withdraws from the TIR procedure,
  - the Competent Authorities of the country of registration (residence) have definitively revoked his authorisation for access to the TIR procedure by virtue of the relevant Articles of the TIR Convention,
  - the Association has permanently suspended the right to have access to TIR Carnets, pursuant to clause 31 above.

Provided the provisions of clause 33 below do not apply, the obligations under this Declaration shall lapse 27 months from the date the last Carnet was issued to the Holder.

33. In all circumstances the undertakings given by the Holder pursuant to this Declaration shall remain valid until the very end of proceedings as may be opened by virtue of the TIR Convention in any country, following the incorrect use of TIR Carnet(s) by the Holder. These proceedings shall include recovery actions which may be initiated by the Insurers of the TIR system against the Holder further to the payment of a claim by the guarantee chain.
34. In signing this Declaration of Engagement the Holder recognises that it contains the minimum conditions for admittance to the TIR system. Equally in signing the Declaration of Engagement the Holder commits himself to observing the rules and instructions notified by the Association, these may be supplemented or amended at any time subject to prior notice by the Association.

## **VI. JURISDICTION CLAUSE**

35. The place of jurisdiction shall be the registered office of the Association.

## VII. ENTRY INTO FORCE

36. For transport companies admitted to the TIR procedure and having signed the previous version of the Declaration of Engagement before 01 January 2008, this new Declaration of Engagement shall replace any previous Declaration of Engagement and:
- if this Declaration of Engagement is signed by the transport company before 01 January 2008, it shall enter into force on the date of its signature;
  - if this new Declaration of Engagement is signed after 01 January 2008, this Declaration of Engagement shall be deemed to have entered into force on 01 January 2008.
37. For transport companies which will be admitted to the TIR procedure after 01 January 2008, this Declaration of Engagement shall enter into force on the date of its signature by the transport company.

Holder's declaration: I hereby confirm that I understand and accept all procedures, conditions, requirements and sanctions laid down in the present Declaration of Engagement and commit myself to respecting all the requirements which may be made by the Association, the IRU and the Insurers of the TIR system with regard to use of TIR Carnets.

*"Read and approved" - to be written out in full*

Place \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_  
\_\_\_\_\_

Name and position of the signatory