

THE ATA CARNET SYSTEM



A Simplified Customs Procedure for Temporary Admission Of
Goods into a Foreign Country

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EXPLANATORY NOTES

What is an ATA Carnet?

- The ATA Carnet is an international customs document that permits duty-free temporary import of goods for up to one year. The initials “ATA” are an acronym of the French and English words “Admission Temporaire/Temporary Admission”.
- The ATA Carnet operates under international Customs conventions administered by the World Customs Organisation (WCO) and the World ATA Carnet Council manages the system in co-operation with the WCO.
- A carnet dispenses of the need for raising bonds or depositing duty at Customs posts in different countries. The Carnet contains the appropriate Customs clearance documentation, and generally this method is preferred by Customs Authorities.

What goods qualify?

- Commercial samples (non-perishable, must return to Australia)
- Jewellery, opals
- Goods for international exhibitions, conference and lectures
- Scientific equipment, musical instruments, theatrical costumes, professional sound and television equipment
- Equipment for testing and maintaining machinery
- Photography and advertising goods and equipment
- Equipment for use by surgeons, zoologist, archaeologists
- Computer laptops (used for business purposes only)
- Equipment for sporting events

Please note: goods being sent overseas for repair do not qualify under carnet rules

Countries recognising the ATA Carnet

ATA Carnets are currently operating in the following 78 countries:

Albania	Algeria,
Andorra,	Australia,
Austria,	Belarus,
Bahrain	Belgium/Luxembourg
Bosnia and Herzegovina,	Brazil
Bulgaria,	Canada,
Chile,	China,
Cyprus,	Côte d'Ivoire (<i>Ivory Coast</i>)
Croatia,	Czech Republic,
Denmark,	Estonia,
Finland,	France,
Germany,	Gibraltar,
Greece,	Hong Kong,
Hungary,	Iceland,
India,	Iran,
Indonesia	Ireland
Israel	Italy,
Japan,	Kazakhstan,
Republic of Korea,	Latvia,
Lebanon,	Lithuania,
Macau,	Macedonia,
Madagascar	Malaysia
Mallta,	Mauritius,
Mexico (<i>must have Spanish translation</i>)	Moldova
Mongolia	Montenegro
Morocco,	Netherlands
New Zealand,	Norway
Pakistan,	Poland
Portugal,	Qatar
Romania,	Russia (<i>must have Russian translation</i>)
Senegal,	Serbia,
Singapore,	Slovenia,
Slovakia (<i>Slovak Republic</i>)	South Africa,
Spain,	Sri Lanka,
Sweden,	Switzerland,
Taiwan** (<i>special arrangements apply</i>)	Thailand,
Tunisia,	Turkey,
Ukraine,	United Arab Emirates,
United Kingdom	United States of America

Procedure to obtain an ATA Carnet

Applications may be lodged for preparation by

- E-mail to trade@business-sa.com
- Mailing to Business SA International Trade Unit, 136 Greenhill Road< Unley SA 5061

Application form

When completing your application form please ensure that the General List section is in typed format. The general list can be done in Excel or in Word as long as it contains the information required as per BUSINESS SA's General List.

The actual Application Form section may be lodged handwritten, and must be signed.

Undertaking

The form when signed constitutes an undertaking. The undertaking provides that the goods be repatriated. If not, the applicant is liable to customs authorities of the country of import for all duties and/or taxes involved in the final importation of the goods. The undertaking is also to observe all the provision or regulations in force in both the country of export and of import; and to reimburse the issuing Chamber for any sum it is called to pay to the Guaranteeing body in the country of import in connection with any goods not re-exported within the period of validity of the carnet, plus any other costs which the Chamber may incur as result of the non-observance of the carnet conditions.

Please note that the person signing this undertaking must be in a position of authority to sign such an undertaking on behalf of their company

Inspection of Goods prior to leaving Australia

Upon leaving Australia, the goods must be checked against the carnet so that the appropriate vouchers can be stamped. If you are leaving Australia from Adelaide Airport, the Australian Border Force office is located on the Ground Floor (*next to Hudsons Coffee*). Go there before going upstairs to check-in at the departures desk. To avoid missing flights due to delays, it is useful to contact the Duty Manager Australian Border Force (ABF) within normal business hours at least the day before on (08) 8208-8563, to book a pre-clearance appointment. for you to present the carnet and goods for examination on arrival at the airport.

For sea freight leaving from South Australia this can be arranged by phoning the Cargo Clearance team at Australian Border Force for a Cargo Examination on 131881.

For any queries on the inspection process, ring Australian Border Force on 1300 558 287 or contact cargoclearancesa@abf.gov.au

For carnets leaving Australia from another international airport (eg Sydney/Melbourne, you need to keep the carnet goods and carnet separate from your luggage, and declare it when checking in at the international departure airport. We recommend that you leave at least 2 hours between arrival from Adelaide and departure from the international airport, and check with Australian Border Force on their exact location and opening times before the day of travel.

Authority of Clearing Carnet

To prevent loss, the carnet document should not be packaged with the goods.

In situations where a company representative and/or clearing agent is changed after the Carnet document has been issued, please note that a letter of authority issued by the holder on company letterhead, authorising its representative, agent or forwarder to use the Carnet **MUST** accompany the Carnet document.

Valuations: The carnet value **MUST** be the true commercial export value in Australian dollars.

Proforma Letter of Authority

(To be presented on the carnet holder's letterhead)

To Whom It May Concern

I / We _____ (name of holder)

of _____ (address)

hereby appoint our (please tick where applicable)

1. Company Representative
 2. Clearing Agent

_____ (name)

to be our representative for the purpose of dealing with ATA CARNET No. AU / A / _ _ _ _ issued by the South Australian Employers' Chamber of Commerce and Industry Inc (trading as Business SA) under the appropriate International Convention, and guaranteed by the Victorian Employers' Chamber of Commerce and Industry, and deliver to customs any documents required in this connection.

Date: _____ Signed: _____

(the above proforma Letter Of Authority is to be used for the clearance of the goods covered under carnet)

ATA Carnet Charges

As from 1st JANUARY 2020 the following charges will apply. Fee must be a separate cheque to deposit

	MEMBER	NON-MEMBER
Basic fee for carnet preparation	232.00	410.00
This basic fee allows for one country per trip		
<i>GST</i>	<i>23.20</i>	<i>41.00</i>
TOTAL Basic fee:	255.20	451.00
Each additional country (temporary entry and exit)	28.00	45.00
<i>GST</i>	<i>2.80</i>	<i>4.50</i>
TOTAL additional country:	30.80	49.50
Each additional trip (1 country plus return to Australia)	55.00	110.00
<i>GST</i>	<i>5.50</i>	<i>11.00</i>
TOTAL additional trip:	60.50	121.00
Additional cost for URGENT carnet (48 hours)	136.00	230.00
<i>GST</i>	<i>13.60</i>	<i>23.00</i>
TOTAL 48 HR URGENCY:	149.60	253.00
Additional cost for URGENT carnet (24 hours)	180.00	320.00
<i>GST</i>	<i>18.00</i>	<i>32.00</i>
TOTAL Urgency 24 hours:	198.00	352.00
Cancellation fee	100.00	150.00
<i>GST</i>	<i>10.00</i>	<i>15.00</i>
TOTAL Cancellation Fee:	110.00	165.00

Normal preparation time for a carnet is **THREE CLEAR WORKING DAYS**

Deposit/Bond

The deposit required by BUSINESS SA will be 50 percent (50%) of the total export value. The deposit can be in any of the following forms:

1. Carnet Indemnity Scheme –
As part of BUSINESS SA's Insurance we have a pool of funds in which BUSINESS SA can access on your behalf to cover the carnet security.
In order to access this "Pool of Funds" the holder must pay a premium based on the percentage of your security value.
This offer will assist holders who do not normally have accessible money and it is a "while you wait" service
If you wish to take up the above offer please turn to page 7 for further details and complete the Carnet Indemnity Proposal Form.
Please note that GST applies.
2. cash deposit
3. bank cheque deposit made payable to BUSINESS SA
(alternatively payment can be made by EFT quoting the carnet number –contact us for details)
4. bank guarantee issued to Business SA by your bank for the deposit amount as per the attached sample wording on page 8

Full payment is required before the release of the ATA Carnet document

Refund of Deposit

Reimbursement conditions are as follows:

1. Carnet **MUST** be returned with counterfoils correctly completed and in particular the re-exportation counterfoil, otherwise a regularisation fee, plus bank charges not included will be payable to overseas customs prior to refund of deposit / guarantee.
2. The goods covered under the above carnet clearly noted on the re-exportation counterfoil that the goods had exited the last country on or before the expiry date of the carnet.
3. Carnets entering into dispute due to goods being sold will incur a penalty of \$200.00 per carnet plus GST, in addition to payment of applicable duties.

Provided there is no evidence of the carnet entering into dispute, the deposit / bank guarantee will be released as soon as possible.

*** Please note that the Carnet Indemnity Scheme is not refundable.**

Rider to Terms of Issue

BUSINESS SA reserves the right, at all times, to refuse to issue a carnet to any applicant.

ATA CARNET MUST BE RETURNED TO BUSINESS SA AFTER USE

ATA Carnet Indemnity Proposal Form

Full name of company and Address	Bankers Name and Address		
Tel: Fax: E-mail:	Countries for which cover is required		
Contact Name 1 st 2 nd	Nature of Business / Brief description of goods		
Date cover required from Please X as applicable Duration up to: <input type="checkbox"/> 3 months <input type="checkbox"/> 6 months <input type="checkbox"/> 12 months			
Total Value of the Goods AUD	Indemnity value		
Issuing Chamber (Please X to indicate Issuing Chamber)			
<input type="checkbox"/> Melbourne	<input type="checkbox"/> Sydney <input type="checkbox"/> Perth		
<input type="checkbox"/> Brisbane	<input type="checkbox"/> Adelaide		
<u>Benefits to the Carnet Holder are:</u> <ul style="list-style-type: none"> "While You Wait" processing and issue – premium payment must be on a separate cheque to the carnet issuing fee No "Freezing" of assets or funds Minimum Premium \$150 			
<ul style="list-style-type: none"> This indemnity enables to you to <u>temporarily</u> export your goods without lodging a bank cheque or cash or guarantee from an approved bank as security This proposal form is not in respect of an insurance policy and failure to observe foreign and Australian Customs requirements relating to the Carnet may render you liable to a claim. 			
<u>IMPORTANT</u> <ol style="list-style-type: none"> 1. This form should be sent at once by either e-mailing / fax / post to the below (for the attention of the Carnet officer) NB: No documents will be issued until signed Proposal Form is received and accepted 2. It must be clearly understood that this Guarantee, if taken up, does not relieve you of paying duty, sales tax or any other charges should the necessity arise. Underwriters are entitled under the indemnity to recover from you the amount paid. The Indemnity merely enables you to take goods out of Australia without having to freeze a lump sum in this country. 3. The undersigned hereby declares that duty, sales tax and any other charges covered hereon, is in respect of goods for temporary importation only. 			
Date:	Signed: Position:		
Note that signatories must be company employee or duly authorised			
TO BE COMPLETED BY VECCI			
Premium Payable:	Plus GST		
Payment must accompany Proposal Form upon pick up of carnet.			
Telephone (03) 8662 5380 for quotation enquiries			
For Office Only			
Total Payment	Date Paid	Carnet Number	Authorised

This guarantee is to be presented on the letterhead of the issuing bank stamped and signed by a duly authorised official.

BANK GUARANTEE

To: SA Employers' Chamber of Commerce & Industry Inc
Export Centre - 1st floor
136 Greenhill Road
UNLEY SA 5061
Telephone: (08) 8300 0083
Facsimile: (08) 8179 0483

SAMPLE

I have to inform you that _____
(hereinafter called "**THE BANK**") undertakes to hold itself responsible to the South Australian Employers Chamber of Commerce and Industry Inc trading as Business SA (hereinafter called "**Business SA**") for the sum of _____ in the aggregate (hereinafter called the "**GUARANTEED SUM**") in connection with an ATA CARNET issued to

_____ in accordance with the arrangements made under the Customs Convention on the ATA Carnet for the temporary admission of goods (Brussels, 6 December, 1961) which was ratified by Australia on 14th June, 1967 and entered into force on 14th September, 1967.

Should Business SA notify the bank in writing that it desires payment to be made to it of the whole or part or parts of the guaranteed sum, such payment or payments will from time to time be made forthwith without further reference to the said _____

_____ and not with standing any notice given to the bank not to pay same.

The bank will remain responsible for the guaranteed sum until a written notification has been received from Business SA that this undertaking is no longer required or until payment has been made by the bank of the whole of the guaranteed sum or such lesser sum as Business SA advises will satisfy this undertaking. Provided always that the bank may at any time without being required so to do pay Business SA the guaranteed sum or balance remaining after any part payment or payments and upon such payment this undertaking shall immediately be discharged.

Full name and Address of location:

Date: _____

(Please ensure that the bank does not include a cancellation date for the guarantee)



Business SA Export Centre
 First Floor, 136 Greenhill Road, Unley SA 5061
 Tel: 61 8 8300 0083 Fax: 61 8 8300 0001

E-mail: sandye@business-sa.com
 Web: www.business-sa.com

ATA Carnet Application Form and Undertaking

This form must be typed

Pick up Date: _____ AU / _____ (OFFICE USE ONLY)
 (when you want to pick up the carnet)

Full name or firm or company (applicant) _____ Contact name for Carnet: _____

Address: _____

E-mail: _____

Mobile: _____ Tel No.: _____ Fax No.: _____

Full name of person / s authorised to use carnet and address (including clearing agents if appropriate)

Countries for which carnet is required (indicate if passing through any other country or re-entering a country)

Intended use of goods (what is the carnet required for)

Date cover required from _____ Please X as applicable
 Duration up to: 3 months 6 months 12 months

Bankers reference (name and address)

For Office Use Only

Fee	Premium	Guarantee / Deposit	Carnet Returned	Guarantee / Deposit Returned	Penalty / Regularisation Fee
Date Paid	Standing		Expiry Date:		No. of C/F
Comments:					

Undertaking

I, the undersigned _____ of _____

attach the list of goods to be entered in the Carnet and undertake to repatriate the goods in question. Further to that the goods will be re-exported from any country into which they have been temporarily imported. **WITHIN SUCH PERIOD AS STIPULATED BY ANY CUSTOMS***. And further declare that the value is the true commercial value of these goods and that they will not be used for commercial gain.

In the event that the goods are not repatriated, for whatever reason(s) and within such period, I UNDERTAKE:-

(i) to pay the Customs Authorities of the country of import all duties and/or taxes involved in the final importation of such goods, and to observe all the provisions in force under the terms of the Customs regulations and requirements both of Australia and of the country of import;

(ii) to agree that the security paid may be used to reimburse Business SA in respect of duties, taxes and/or other charges which may arise in the regularisation of the carnet;

(iii) to pay Business SA any sum or sums Business SA is called upon to pay to the Guaranteeing Body in the country of import in respect of duties, taxes and/or other charges which may arise in the regularisation of the carnet;

(iv) to take sole responsibility for any negotiations with, or proceedings against, Customs Authorities or any other person, which may arise out of a claim for payment of import duties, taxes and/or other charges;

(iv) to reimburse Business SA for any legal costs, shortfall or other expenses incurred by Business SA in consequences of associated with or related to the issue of the carnet.

I have read and understood the conditions of the guarantee, and declare that the above particulars and those in the list of goods attached are true and correct and I undertake to return the Carnet to Business SA after use.

Date: _____ Signed: _____

Note: Please read the following notes carefully and complete the Schedule of Goods overleaf to be covered by carnet.

1. The security will be for a sum equivalent to the highest total amount of customs duty, taxes and additional charges to which the goods listed overleaf would become liable on the importation into any one of the countries for which the carnet is valid plus, in addition, a further 10 per cent of that amount.
2. If the amount of duty payable is not readily assessable, Business SA reserves the right to fix the amount of the security in the light of individual cases.
3. The security paid will be returned when the carnet is surrendered to Business SA and found to be correctly discharged.
4. For goods un-repatriated, Business SA will require certified true copy of a duty paid invoice or Customs entry relating to the carnet in question
5. Carnets entering into dispute due to goods being sold will incur a penalty of \$50 per carnet.

* Customs may stipulate a "final date of re-exportation" on the importation voucher. Eg Customs may stipulate only a two month stay into the country for the purpose of Exhibition / Fairs.

You can use your existing list as long as it contains the information below.
 This can be e-mailed to Business SA as an attachment. Email: trade@business-sa.com

General List

General List / Liste Generale (Please type information)

Item No. <i>N° d'ordre</i>	Trade Description of goods and marks and numbers, if any <i>Désignation commercial des marchandises et, le cas échéant, marques et numéros</i>	Number of Pieces	Weight or Volume <i>***)</i>	Value <i>Valeur *)</i>	Country of Origin <i>Pays d'origine **)</i>
1	2	3	4	5	6
	<i>Total or carried over / A reporter</i>				

*) Commercial value in country of issue of the carnet. / *Valeur commerciale dans le pays d'émission du carnet*
 **) If different from country of issue of the carnet. / *S'il est différent du pays d'émission du carnet*
 ***) The gross and nett weight of each item is required by Customs in AUSTRIA, PORTUGAL AND SWITZERLAND