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GOVERNMENT GAZETTE

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GOVERNMENT NOTICE

DEPARTMENT OF COMMERCE

No. R. 3914

12 December 1969

CUSTOMS UNION AGREEMENT BETWEEN THE GOVERNMENTS OF THE REPUBLIC OF SOUTH AFRICA, THE REPUBLIC OF BOTSWANA, THE KINGDOM OF LESOTHO AND THE KINGDOM OF SWAZILAND

The text of an agreement concluded between the Governments of the Republic of South Africa, the Republic of Botswana, the Kingdom of Lesotho and the Kingdom of Swaziland, in terms of section 51 of the Customs and Excise Act, No. 91 of 1964, as amended, and the text of a memorandum of understanding recording additional understandings on which agreement has been reached among the four Governments and which shall be read with, and shall form part of the Agreement are hereby announced for general information.

The Agreement which provides for the continuance of the customs union arrangements which have been in operation between the four countries since 1910, was concluded on 11 December 1969, and will come into operation on 1 March 1970.

CUSTOMS UNION AGREEMENT BETWEEN THE GOVERNMENTS OF SOUTH AFRICA, BOTSWANA, LESOTHO AND SWAZILAND

The Governments of the Republic of South Africa, the Republic of Botswana, the Kingdom of Lesotho and the Kingdom of Swaziland—

Being desirous of maintaining the free interchange of goods between their countries and of applying the same tariffs and trade regulations to goods imported from outside the common customs area as hereinafter defined;

Recognising that the Customs Agreement concluded on 29 June 1910, as amended from time to time, requires

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN HANDEL

No. R. 3914

12 Desember 1969

DOEANE-UNIE-OOREENKOMS TUSSEN DIE REGERINGS VAN DIE REPUBLIEK VAN SUID-AFRIKA, DIE REPUBLIEK BOTSWANA, DIE KONINKRYK VAN LESOTHO EN DIE KONINKRYK VAN SWAZILAND

Die teks van 'n ooreenkoms wat kragtens artikel 51 van die Doeane- en Aksynswet, No. 91 van 1964, soos gewysig, tussen die Regerings van die Republiek van Suid-Afrika, die Republiek Botswana, die Koninkryk van Lesotho en die Koninkryk van Swaziland aangegaan is en die teks van 'n memorandum van verstandhouding waarin bykomende verstandhoudings geboekstaaf is waarvoor eenstemmigheid tussen die vier Regerings bereik is en wat met die Ooreenkoms gelees moet word en deel daarvan moet vorm, word vir algemene inligting bekendgemaak.

Die Ooreenkoms, wat voorsiening maak vir die voortsetting van die doeane-unie-reëlings wat sedert 1910 tussen die vier lande van krag was, is op 11 Desember 1969 aangegaan en tree op 1 Maart 1970 in werking.

DOEANE-UNIE-OOREENKOMS TUSSEN DIE REGERINGS VAN SUID-AFRIKA, BOTSWANA, LESOTHO EN SWAZILAND

Aangesien die Regerings van die Republiek van Suid-Afrika, die Republiek Botswana, die Koninkryk van Lesotho en die Koninkryk van Swaziland—

begerig is om die vrye verkeer van goedere tussen hulle lande te handhaaf en om dieselfde tariewe en handelsregulasies toe te pas op goedere wat ingevoer word van buite die gemeenskaplike doeanegebied soos hieronder omskryf;

erken dat die Doeane-ooreenkoms wat op 29 Junie 1910 aangegaan is, soos van tyd tot tyd gewysig, gewysig moet word

modification to provide for the continuance of the customs union arrangements in the changed circumstances on a basis designed to ensure the continued economic development of the customs union area as a whole, and to ensure in particular that these arrangements encourage the development of the less advanced members of the customs union and the diversification of their economies, and afford to all parties equitable benefits arising from trade among themselves and with other countries;

Have agreed as follows:

ARTICLE 1

DEFINITIONS

In this Agreement, unless inconsistent with the context—

“additional duties” means duties imposed in terms of Article 6 of this Agreement;

“Botswana” means the area of the Republic of Botswana;

“common customs area” means the combined areas of Botswana, Lesotho, South Africa and Swaziland;

“customs duties”, “excise duties” and “sales duties” mean customs duties, excise duties and sales duties as defined in the customs and excise legislation in force in the countries of the contracting parties;

“financial year” means the period of twelve months commencing on the first of April;

“Lesotho” means the area of the Kingdom of Lesotho;

“South Africa” means the area in respect of which the Government of the Republic of South Africa is a contracting party to the General Agreement on Tariffs and Trade;

“Swaziland” means the area of the Kingdom of Swaziland;

and cognate expressions shall be construed accordingly.

ARTICLE 2

INTERCHANGE OF DOMESTIC PRODUCTS

Except as elsewhere provided herein, a contracting party shall not apply quantitative restrictions or impose any duties on goods grown, produced or manufactured in the common customs area on importation of such goods from the area of any other contracting party.

om voorsiening te maak vir die voortsetting van die doeane-uniereëlings in die veranderde omstandighede op 'n grondslag wat beoog om die voortdurende ekonomiese ontwikkeling van die doeane-uniegebied as geheel te verseker en om in die besonder te verseker dat hierdie reëlings die ontwikkeling van die minder gevorderde lede van die doeane-unie en die diversifikasie van hul ekonomieë bevorder en om aan al die partye billike voordele voortspruitende uit die handel tussen hulle en met ander lande te laat toekom;

het hulle soos volg ooreengekom:

ARTIKEL 1

WOORDOMSKRYWING

In hierdie Ooreenkoms, tensy strydig met die samehang, beteken—

“bykomende regte” regte gehef kragtens Artikel 6 van hierdie Ooreenkoms;

“Botswana” die gebied van die Republiek Botswana;

“gemeenskaplike doeanegebied” die gesamentlike gebiede van Botswana, Lesotho, Suid-Afrika en Swaziland;

“doeaneregte”, “aksynsregte” en “verkoop regte” doeaneregte, aksynsregte en verkoopregte soos omskryf in die doeane- en aksynswetgewing van krag in die lande van die kontrakterende partye;

“boekjaar” die tydperk van twaalf maande wat op die eerste dag van April begin;

“Lesotho” die gebied van die Koninkryk van Lesotho;

“Suid-Afrika” die gebied ten opsigte waarvan die Regering van die Republiek van Suid-Afrika 'n kontrakterende party by die Algemene Ooreenkoms oor Tariewe en Handel is;

“Swaziland” die gebied van die Koninkryk van Swaziland;

en moet verwante uitdrukkings dienoreenkomsstig uitgelê word.

ARTIKEL 2

VERKEER VAN PLAASLIKE PRODUKTE

Uitgesonderd soos elders in hierdie Ooreenkoms bepaal, mag 'n kontrakterende party nie kwantitatiewe beperkings toepas of enige regte opleë op goedere wat in die gemeenskaplike doeanegebied verbou, geproduseer of vervaardig is, by die invoer daarvan uit die gebied van enigeen van die ander kontrakterende partye nie.

ARTICLE 3

INTERCHANGE OF GOODS
IMPORTED FROM OUTSIDE THE
COMMON CUSTOMS AREA

Except as elsewhere provided herein a contracting party shall not impose any duties on goods which were imported from outside the common customs area on importation of such goods from the area of any other contracting party.

ARTICLE 4

CUSTOMS AND SALES DUTIES ON
IMPORTED GOODS

(1) Except as elsewhere provided herein, the customs tariff and duties and the sales duties as in force in South Africa from time to time shall be applied to goods imported into the common customs area from outside such area.

(2) Any rebates, refunds or drawbacks of customs duty or sales duty on imported goods granted by the Government of Botswana, Lesotho or Swaziland in respect of such goods for use in or used in any industry shall be identical to any such rebates, refunds or drawbacks in force in South Africa in respect of such goods for use in or used in a corresponding industry in South Africa.

(3) Subject to paragraphs (2) and (4), all other rebates, refunds or drawbacks of customs duty or sales duty on imported goods granted by the Government of Botswana, Lesotho or Swaziland in respect of such goods shall be similar to any such rebates, refunds or drawbacks in force in South Africa.

(4) (a) A contracting party may grant a full rebate of the customs and sales duties in respect of goods imported into its area:

- (i) for the relief of distress of persons in cases of famine and other national disaster;
- (ii) under any technical assistance agreement; and
- (iii) in terms of an obligation under any multilateral international agreement to which such contracting party is or becomes a party.

(b) A contracting party may, with the prior approval of the other contracting parties, grant a full rebate of the customs and sales duties in respect of goods imported into its area for such other purposes as may be agreed upon by the parties to this Agreement from time to time.

ARTIKEL 3

VERKEER VAN GOEDERE WAT VAN
BUITE DIE GEMEENSKAPLIKE
DOEANEGBIED INGEVOER WORD

Uitgesonderd soos elders in hierdie Ooreenkoms bepaal, mag 'n kontrakterende party nie enige regte opleë op goedere wat van buite die gemeenskaplike doeanegebied ingevoer is, by die invoer van sodanige goedere uit die gebied van enigen van die ander kontrakterende partye nie.

ARTIKEL 4

DOEANE- EN AKSYNSREGTE OP
INGEVOERDE GOEDERE

(1) Uitgesonderd soos elders in hierdie Ooreenkoms bepaal, is die doeane-tarif en -regte en verkoopregte wat van tyd tot tyd in Suid-Afrika van krag is, van toepassing op goedere wat van buite die gemeenskaplike doeanegebied in sodanige gebied ingevoer word.

(2) Enige kortings, terugbetalings of teruggawes van doeane- of verkoopreg op ingevoerde goedere wat deur die Regering van Botswana, Lesotho of Swaziland toegestaan word op sodanige goedere bestem vir gebruik in of reeds gebruik in enige nywerheid, moet identies wees met enige sodanige kortings, terugbetalings of teruggawes wat in Suid-Afrika van krag is ten opsigte van sodanige goedere vir gebruik in of reeds gebruik in 'n ooreenstemmende nywerheid in Suid-Afrika.

(3) Behoudens die bepalinge van paragrawe (2) en (4) moet alle ander kortings, terugbetalings of teruggawes van doeane- of verkoopreg op ingevoerde goedere wat die Regering van Botswana, Lesotho of Swaziland op sodanige goedere toestaan, soortgelyk wees aan enige sodanige kortings, terugbetalings of teruggawes van krag in Suid-Afrika.

(4) (a) 'n Kontrakterende party kan 'n volle korting van die doeane- en verkoopreg toestaan ten opsigte van goedere wat in sy gebied ingevoer word:

- (i) vir die verligting van menslike nood in gevalle van hongersnood en ander nasionale rampe;
- (ii) ingevolge enige tegniese hulp-ooreenkoms; en
- (iii) ingevolge 'n verpligting ooreenkomstig enige multilaterale internasionale ooreenkoms waarby sodanige kontrakterende party 'n party is of word.

(b) Met die voorafgaande goedkeuring van die ander kontrakterende partye, kan 'n kontrakterende party 'n volle korting van die doeane- en verkoopreg toestaan ten opsigte van goedere wat in sy gebied ingevoer word vir enige ander doeleindes, soos van tyd tot tyd deur die partye by hierdie Ooreenkoms ooreengekom mag word.

ARTICLE 5

IMPOSITION AND AMENDMENT OF CUSTOMS DUTIES

(1) Subject to the provisions of paragraph (2) of this Article, the Government of South Africa shall give the other contracting parties adequate opportunity for consultations before imposing, amending or abrogating any customs duty with respect to goods imported into the common customs area from outside such area.

(2) Paragraph (1) of this Article shall not apply if the imposition of, or the removal of, or an amendment to any customs duty either forms part of the measures of the Government of South Africa designed primarily for fiscal purposes, or is resorted to as an interim measure designed to assist a local industry in the common customs area pending the completion of an investigation by the appropriate South African authorities.

ARTICLE 6

IMPOSITION OF ADDITIONAL DUTIES FOR PROTECTIVE PURPOSES BY BOTSWANA, LESOTHO OR SWAZILAND

(1) The Government of Botswana, Lesotho or Swaziland may levy additional duties on goods imported into its area to enable new industries in its area to meet competition from other producers or manufacturers in the common customs area, provided that such duties are levied equally on goods grown, produced or manufactured in other parts of the common customs area and like products imported from outside that area, irrespective of whether the latter goods are imported directly or from the area of any other party to this Agreement and subject to payment of the customs duties applicable to such goods on importation into the common customs area.

(2) Before any such duties are imposed or amended the Government concerned shall consult the other contracting parties in terms of Article 20, and such parties may make recommendations thereon. If the recommendations of any such parties are not acted upon, the Government concerned shall inform the other contracting parties of the reason for its decision.

(3) Protection which is afforded to a new industry in terms of this Article shall not be given for a period exceeding eight years without the prior consent of the contracting parties.

ARTIKEL 5

OPLEGGING EN WYSIGING VAN DOEANEREGTE

(1) Behoudens die bepalings van paragraaf (2) van hierdie Artikel, moet die Regering van Suid-Afrika aan die ander kontrakterende partye voldoende geleentheid vir oorlegpleging gee vóór die oplegging, wysiging of intrekking van enige doeaneregten op sigte van goedere wat in die gemeenskaplike doeanegebied van buite sodanige gebied ingevoer word.

(2) Paragraaf (1) van hierdie Artikel is nie van toepassing nie in gevalle waar die oplegging of die afskaffing of 'n wysiging van enige doeanereg of deel vorm van die maatreëls wat die Regering van Suid-Afrika hoofsaaklik vir belastingdoeleindes instel, of gebruik word as 'n tussentydse maatreël met die oog daarop om 'n plaaslike nywerheid in die gemeenskaplike doeanegebied by te staan totdat 'n ondersoek deur die toepaslike Suid-Afrikaanse owerhede voltooi is.

ARTIKEL 6

OPLEGGING VAN BYKOMENDE REGTE VIR BESKERMINGSDOELEINDES DEUR BOTSWANA, LESOTHO OF SWAZILAND

(1) Die Regering van Botswana, Lesotho of Swaziland kan bykomende regte hef op goedere wat in sy gebied ingevoer word ten einde nuwe nywerhede in sy gebied in staat te stel om mededinging van ander produsente of vervaardigers in die gemeenskaplike doeanegebied die hoof te bied, mits sodanige regte in gelyke mate gehêf word op goedere verbou, geproduseer of vervaardig in ander dele van die gemeenskaplike doeanegebied en soortgelyke produkte wat van buite daardie gebied ingevoer word, ongeag of laasgenoemde goedere regstreekse of deur die gebied van 'n ander party by hierdie Ooreenkoms ingevoer word en onderworpe aan die betaling van die doeaneregte wat op sodanige goedere by invoer in die gemeenskaplike doeanegebied van toepassing is.

(2) Voordat sodanige regte gehêf of gewysig word, moet die betrokke Regering die ander kontrakterende partye ooreenkomstig Artikel 20 raadpleeg en sodanige partye kan aanbevelings daarvoor doen. Indien daar nie volgens die aanbevelings van sodanige ander partye gehandel word nie moet die betrokke Regering die redes vir sy besluit aan die ander kontrakterende partye verstrek.

(3) Beskerming wat kragtens hierdie Artikel aan 'n nuwe nywerheid verleen word, mag nie vir 'n tydperk langer as agt jaar sonder die voorafgaande toestemming van die kontrakterende partye verleen word nie.

(4) In this Article, "new industry" in relation to any contracting party means an industry which has been established in the area of that party for not more than eight years.

ARTICLE 7

SPECIFICATION OF INDUSTRIES OF MAJOR IMPORTANCE TO BOTSWANA, LESOTHO OR SWAZILAND

(1) The Government of Botswana, Lesotho or Swaziland may with the concurrence of the other contracting parties—

- (a) specify industries which are or are likely to be of major importance to its economy; and
- (b) specify periods in relation to such industries for the purposes of paragraph (2) of this Article.

(2) The customs duties applicable to goods, imported from outside the common customs area and competing with those of any industry specified in terms of this Article, shall not for the period specified in terms of paragraph (1) (b) above in relation to that industry be decreased or abrogated without the consent of the Government specifying the industry; and during such period the Government of South Africa shall with due regard to the interests of the other contracting parties and to the criteria usually applied by it in the consideration of representations for tariff assistance and relief, give sympathetic consideration to proposals by any other contracting party to increase any customs duty applicable to such goods or to afford relief of customs duty applicable to any material, used directly in the production or manufacture thereof and to requirements for such industries, where the Government concerned regards such increase or relief necessary to assist the establishment of such industry or to prevent its contraction.

ARTICLE 8

EXCISE AND SALES DUTIES ON GOODS PRODUCED IN THE COMMON CUSTOMS AREA

(1) The excise duties and the sales duties as in force in South Africa from time to time shall be applied to goods grown, produced or manufactured in the common customs area.

(2) Any rebates, refunds or drawbacks of excise duty or sales duty granted by the Government of Botswana, Lesotho or Swaziland in respect of goods grown, produced or manufactured in the common

(4) In hierdie Artikel beteken "nuwe nywerheid", met betrekking tot enige kontrakterende party, 'n nywerheid wat in die gebied van daardie party vir nie langer as agt jaar gevestig is nie.

ARTIKEL 7

SPESIFISERING VAN NYWERHEDE VAN BESONDERE BELANG VIR BOTSWANA, LESOTHO OF SWAZILAND

(1) Die Regering van Botswana, Lesotho of Swaziland kan, met die instemming van die ander kontrakterende partye—

- (a) nywerhede spesifiseer wat vir sy ekonomie van besondere belang is of waarskynlik sal wees; en
- (b) tydperke spesifiseer met betrekking tot sodanige nywerhede vir doeleindes van paragraaf (2) van hierdie Artikel.

(2) Die doeaneregte wat van toepassing is op goedere wat van buite die gemeenskaplike doeanegebied ingevoer word en wat meeding met dié van 'n nywerheid wat kragtens hierdie Artikel gespesifiseer is mag vir die tydperk ingevolge paragraaf (1) (b) hierbo ten opsigte van daardie nywerheid gespesifiseer, nie verminder of ingetrek word sonder die instemming van die Regering wat die nywerheid gespesifiseer het nie; en gedurende sodanige tydperk moet die Regering van Suid-Afrika, met inagneming van die belange van die ander kontrakterende partye en die maatstawwe wat hy gewoonlik by die ooreweging van verhoë om tariefbystand en -verligting toepas, simpatieke ooreweging skenk aan voorstelle deur enige ander kontrakterende party vir verhoging van enige doeanereg wat op sodanige goedere van toepassing is of vir verligting van doeanereg wat van toepassing is op enige stof wat regstreeks in die produksie of vervaardiging daarvan gebruik word en op benodigdhede vir sodanige nywerhede, in gevalle waar die betrokke Regering sodanige verhoging of verligting as noodsaaklik ag om die vestiging van sodanige nywerheid te bevorder of die inkrimping daarvan te vermy.

ARTIKEL 8

AKSYNS- EN VERKOOPREGTE OP GOEDERE GEPRODUSEER IN DIE GEMEENSKAPLIKE DOEANEGBIED

(1) Die aksynsregte en die verkoopregte soos van tyd tot tyd van krag in Suid-Afrika is van toepassing op goedere verbou, geproduseer of vervaardig in die gemeenskaplike doeanegebied.

(2) Enige kortings, terugbetalings of terugawes van aksyns- of verkoopreg wat deur die Regering van Botswana, Lesotho of Swaziland toegestaan word ten opsigte van goedere verbou, geproduseer of vervaardig

customs area, for use in or used in any industry shall be identical to any such rebates, refunds or drawbacks in force in South Africa in respect of such goods for use in or used in a corresponding industry in South Africa.

(3) All other rebates, refunds or drawbacks of excise duty or sales duty granted by the Government of Botswana, Lesotho or Swaziland in respect of goods grown, produced or manufactured in the common customs area shall be similar to any such rebates, refunds or drawbacks in force in South Africa.

ARTICLE 9

DUTIES ON GOODS PRODUCED BY SPECIFIED INDUSTRIES

(1) If goods grown, produced or manufactured in Botswana, Lesotho or Swaziland, by an industry specified in pursuance of Article 7 of this Agreement, are subject to excise duties, the margin of protection afforded by the customs duty applicable to such goods shall be maintained for the period specified under that Article and may be changed only with the agreement of the Government specifying the industry.

(2) During the specified period the Government of South Africa shall with due regard to the interests of the other contracting parties and to the criteria usually applied by it in the consideration of representations for tariff assistance and relief, give sympathetic consideration to proposals by such a Government to reduce or abrogate any excise duty applicable to such goods where such a Government regards such duty as injurious to that industry.

ARTICLE 10

LAWS RELATING TO CUSTOMS, EXCISE AND SALES DUTIES

Subject to the provisions of Articles 4 and 8, the Governments of Botswana, Lesotho and Swaziland shall apply laws relating to customs, excise and sales duty similar to such laws in force in South Africa from time to time.

ARTICLE 11

IMPORT AND EXPORT PROHIBITIONS AND RESTRICTIONS

(1) The contracting parties recognise the right of each party to prohibit or restrict the importation into or exportation from its area of any goods for economic, social, cultural or other reasons.

in die gemeenskaplike doeanegebied bestem vir gebruik in of reeds gebruik in enige nywerheid moet identies wees met enige sodanige kortings, terugbetalings of teruggewes wat in Suid-Afrika van krag is ten opsigte van sodanige goedere vir gebruik in of reeds gebruik in 'n ooreenstemmende nywerheid in Suid-Afrika.

(3) Alle ander kortings, terugbetalings of teruggawes van aksyns- of verkoopreg wat deur die Regering van Botswana, Lesotho of Swaziland toegestaan word ten opsigte van goedere verbou, geproduseer of vervaardig in die gemeenskaplike doeanegebied moet soortgelyk wees aan enige sodanige kortings, terugbetalings of teruggawes wat in Suid-Afrika van krag is.

ARTIKEL 9

REGTE OP GOEDERE GEPRODUSEER DEUR GESPEEIFISEERDE NYWERHEDE

(1) Indien goedere verbou, geproduseer of vervaardig in Botswana, Lesotho of Swaziland deur 'n nywerheid gespesifiseer ingevolge Artikel 7 van hierdie Ooreenkoms, onderworpe is aan aksynsregte, moet die beskermingsmarge verleen deur die doeaneregte wat op sodanige goedere van toepassing is, gehandhaaf word gedurende die tydperk kragtens daardie Artikel gespesifiseer en sodanige beskermingsmarge kan slegs met instemming van die Regering wat die nywerheid spesifiseer, verander word.

(2) Gedurende die gespesifiseerde tydperk moet die Regering van Suid-Afrika, met inagneming van die belange van die ander kontrakterende partye en die maatstawwe wat hy gewoonlik by die oorweging van vertoë om tariefbystand en -verligting toepas, simpatieke oorweging skenk aan voorstelle deur sodanige Regering vir vermindering of intrekking van enige aksynsregte wat op sodanige goedere van toepassing is indien sodanige Regering van mening is dat sodanige regte nadelig vir dié nywerheid is.

ARTIKEL 10

WETTE MET BETREKKING TOT DOEANE-, AKSYNS- EN VERKOOP-REGTE

Die Regerings van Botswana, Lesotho en Swaziland moet, behoudens die bepalinge van Artikels 4 en 8, wette met betrekking tot doeane-, aksyns- en verkoopregte toepas soortgelyk aan sodanige wette wat van tyd tot tyd in Suid-Afrika van krag is.

ARTIKEL 11

INVOER- EN UITVOERVERBODINGE EN -BEPERKINGS

(1) Die kontrakterende partye erken die reg van elke party om op grond van ekonomiese, maatskaplike, kulturele of ander redes die invoer in of die uitvoer uit sy gebied van enige goedere te verbied of te beperk.

(2) Except in so far as may be agreed upon between the parties from time to time the provisions of this Agreement shall not be deemed to suspend or supersede the provisions of any law within any part of the common customs area which prohibits or restricts the importation or exportation of goods.

(3) The provisions of paragraphs (1) and (2) shall not be so construed as to permit the prohibition or restriction of the importation by any contracting party into its area of goods grown, produced or manufactured in other areas of the common customs area for the purpose of protecting its own industries producing such goods.

(4) A contracting party shall upon request by any other contracting party take such steps as may be agreed upon between the parties concerned (including action to make such steps legally enforceable within its area) to prevent the exportation or unrestricted exportation from its area to the area of such other contracting party of such prohibited or restricted goods imported from outside the common customs area or grown, produced or manufactured in its area or to prevent the exportation or unrestricted exportation from its area to a country outside the common customs area of such prohibited or restricted goods imported from the area of such other contracting party.

(5) The contracting parties shall co-operate in the application of import restrictions with a view to ensuring that the economic objectives of any import control legislation in any country in the common customs area are attained.

ARTICLE 12

ARRANGEMENTS FOR REGULATING THE MARKETING OF AGRICULTURAL PRODUCTS

(1) Whenever an arrangement for regulating the marketing of an agricultural commodity is in operation in any area of the common customs area, such arrangement shall be applied on an equitable basis to similar commodities produced in any other area of the common customs area and marketed in the area where the marketing arrangement is in operation, and the contracting parties concerned, cognisant of the advantages deriving from the effective operation of these arrangements, shall co-operate in such arrangements on a basis to be mutually agreed upon.

(2) The contracting parties agree to consult from time to time on matters affecting production and consumption of agricultural commodities and the improvement and extension of marketing arrangements, for such commodities.

(2) Behalwe vir sover die kontrakterende partye van tyd tot tyd mag ooreenkom, word die bepalings van hierdie Ooreenkoms nie geag die bepalings van enige wet binne enige deel van die gemeenskaplike doeanegedebied wat die invoer of uitvoer van goedere verbied of beperk, op te skort of te vervang nie.

(3) Die bepalings van paragrawe (1) en (2) word nie so uitgelê nie as sou dit toelaat dat daar 'n verbod of beperking geplaas word op die invoer deur enige kontrakterende party in sy gebied van goedere verbou, geproduseer of vervaardig in ander dele van die gemeenskaplike doeanegedebied ten einde sy eie nywerhede wat sodanige goedere produseer, te beskerm.

(4) 'n Kontrakterende party moet op versoek van enige ander kontrakterende party sodanige stappe doen as waartoe die betrokke partye ooreenkom (insluitende handeling om sodanige stappe wettiglik binne sy gebied afdwingbaar te maak) om die uitvoer of onbeperkte uitvoer uit sy gebied na die gebied van sodanige ander kontrakterende party te verhoed van sodanige verbode of beperkte goedere ingevoer van buite die gemeenskaplike doeanegedebied of verbou, geproduseer of vervaardig binne sy gebied, of om die uitvoer of onbeperkte uitvoer uit sy gebied na 'n land buite die gemeenskaplike doeanegedebied van sodanige verbode of beperkte goedere wat vanuit die gebied van sodanige ander kontrakterende partye ingevoer is, te verhoed.

(5) Die kontrakterende partye werk by die toepassing van invoerbeperkings saam om te verseker dat die ekonomiese oogmerke van enige invoerbeheerwetgewing in enige land in die gemeenskaplike doeanegedebied, bereik word.

ARTIKEL 12

REËLINGS VIR DIE REGULERING VAN DIE BEMARKING VAN LANDBOUPRODUKTE

(1) Wanneer ook al 'n reëling vir die regulering van die bemarking van landboukommoditeite in enige deel van die gemeenskaplike doeanegedebied in werking is, word sodanige reëlings op 'n billike grondslag toegepas op soortgelyke kommoditeite wat in enige ander deel van die gemeenskaplike doeanegedebied geproduseer en in die gebied waar die bemarkingsreëling in werking is, bemark word, en die betrokke kontrakterende partye, bewus van die voordele wat uit die doeltreffende werking van hierdie reëlings voortspruit, moet in sodanige reëlings op 'n onderling ooreengekome basis saamwerk.

(2) Die kontrakterende partye stem in om van tyd tot tyd oorleg te pleeg oor aanleenthede rakende die produksie en verbruik van landboukommoditeite en die verbetering en uitbreiding van bemarkingsreëlings ten opsigte van sodanige kommoditeite.

ARTICLE 13

POOL OF CUSTOMS, EXCISE, SALES AND ADDITIONAL DUTIES

Any customs, excise, sales and additional duties collected in the common customs area shall be paid quarterly into the Consolidated Revenue Fund of South Africa.

ARTICLE 14

THE POOL OF CUSTOMS, EXCISE, SALES AND ADDITIONAL DUTIES

(1) The common revenue pool of the common customs area shall consist of the gross amounts of customs, excise, sales and additional duties leviable and collected on goods imported into or produced in the common customs area, and any other duties collected in terms of Article 19 (3), but shall not include any duties rebated or refunded under the provisions of any law relating to customs, excise and sales duty (including any rebate or refund specifically provided for in any such law but which is paid from voted funds and not deducted from customs, excise and sales duty revenue).

(2) The contracting parties agree that in determining the share of Botswana, Lesotho or Swaziland of the common revenue pool in respect of any financial year the following formula shall be used:

The cost-insurance-freight value at border of goods from all sources imported during the financial year into the area of each party, *plus* the value of excisable and sales duty goods produced and consumed in such area during such year, *plus* the excise and sales duties paid thereon during such year shall be expressed as a percentage of the cost-insurance-freight value of the goods imported during the financial year into the common customs area, *plus* the customs and sales duties paid thereon during such year, *plus* the value of excisable and sales duty goods, produced and consumed during such year in the common customs area, *plus* the excise and sales duties paid thereon during such year. The amount calculated by the application to the common revenue pool of the percentage so obtained, enhanced by a multiplying factor of 1.42, shall represent the share of each of the three countries in respect of that financial year.

(3) There shall be paid from the Consolidated Revenue Fund of South Africa to the Governments of Botswana, Lesotho

ARTIKEL 13

POEL VAN DOEANE-, AKSYNS-, VERKOOP- EN BYKOMENDE REGTE

Doeane-, aksyns-, verkoop- en bykomende regte wat in die gemeenskaplike doeanegebied ingevorder word, word kwar-taalliks in die Gekonsolideerde Inkomstefonds van Suid-Afrika gestort.

ARTIKEL 14

POEL VAN DOEANE-, AKSYNS-, VERKOOP- EN BYKOMENDE REGTE

(1) Die gesamentlike inkomstepoel van die gemeenskaplike doeanegebied bestaan uit die brutobedrae van doeane-, aksyns-, verkoop- en bykomende regte hefbaar en ingevorder op goedere wat in die gemeenskaplike doeanegebied ingevoer of geproduseer is en enige ander regte wat ingevolge Artikel 19 (3) ingevorder is, maar sluit nie enige regte in nie wat gekort of terugbetaal is kragtens die voorsiening in enige wet met betrekking tot doeane-, aksyns- en verkoopregte (insluitende enige korting of terugbetaling waarvoor uitdruklik voorsiening in sodanige wette gemaak is maar wat betaal word uit bewilligde fondse en nie afgetrek word van doeane-, aksyns- en verkoopreginkomste nie).

(2) Die kontrakterende partye stem in dat by die bepaling van Botswana, Lesotho of Swaziland se aandeel uit die gesamentlike inkomstepoel ten opsigte van enige boekjaar, die volgende formule gebruik word:

Die koste-assuransie-vragwaarde by die grens van goedere wat gedurende die boekjaar uit alle bronne in die gebied van elke party ingevoer is, *plus* die waarde van die synsbare en verkoopreg-goedere geproduseer en verbruik in daardie gebied gedurende die betrokke jaar, *plus* die aksyns- en verkoopregte daarop betaal gedurende sodanige jaar uitgedruk as 'n persentasie van die koste-assuransievragwaarde van die goedere gedurende die boekjaar in die gemeenskaplike doeanegebied ingevoer *plus* doeane- en verkoopregte daarop betaal gedurende sodanige jaar, *plus* die waarde van synsbare en verkoopreggoedere in die gemeenskaplike doeanegebied geproduseer en verbruik gedurende sodanige jaar, *plus* aksyns- en verkoopregte daarop betaal gedurende sodanige jaar. Die bedrag wat bereken word deur die toepassing van die aldus verkreeë persentasie op die gesamentlike inkomstepoel, verhoog met 'n vermenigvuldigingsfaktor van 1.42, verteenwoordig die aandeel van elk van die drie lande vir die betrokke boekjaar.

(3) Uit die Gekonsolideerde Inkomstefonds van Suid-Afrika word aan die Rege-rings van Botswana, Lesotho en Swazi-

and Swaziland, in respect of their share of the common revenue pool, amounts calculated on the following basis:

- (a) in respect of the financial year 1972/73 and each financial year thereafter:
- (i) an amount resulting from the application to the formula referred to in paragraph (2) above, of the relevant data for the financial year two years before the financial year in question;
plus or minus
 - (ii) a first adjustment in respect of the financial year two years before the financial year in question equal to the difference between the total amount actually received by each country in respect of that year and the amount due to each country in terms of the formula referred to in paragraph (2) above, recalculated on the basis of the latest available data for that particular financial year;
plus or minus
 - (iii) a final adjustment in respect of the financial year three years before the financial year in question equal to the difference between the total amount actually received by each country in respect of that year and the amount due to each country in terms of the formula referred to in paragraph (2) above, recalculated on the basis of the final data for that particular financial year;
- (b) in respect of the financial year 1971/72:
- (i) an amount resulting from the application to the formula referred to in paragraph (2) above of the relevant data for the financial year 1969/70;
plus or minus
 - (ii) an amount in respect of the financial year 1969/70 equal to the difference between the total amount actually received by each country in respect of that year and the amount due to each country in terms of the formula referred to in paragraph (2) above, recalculated on the basis of the latest available data for the financial year 1969/70;
- (c) in respect of the financial year 1970/71: an amount resulting from the application to the formula referred to in paragraph (2) above, of the relevant data for the financial year 1968/69 except that in the case of import values 1968 data shall

land, as hulle aandeel van die gesamentlike inkomstepoel, bedrae betaal wat op die volgende grondslag bereken word:

- (a) ten opsigte van die boekjaar 1972/73 en elke daaropvolgende boekjaar:
- (i) 'n bedrag wat verkry word uit die toepassing op die formule in paragraaf (2) hierbo genoem van die relevante gegewens vir die boekjaar twee jaar voor die betrokke boekjaar;
plus of minus
 - (ii) 'n eerste regstelling ten opsigte van die boekjaar twee jaar voor die betrokke boekjaar gelyk aan die verskil tussen die totale bedrag werklik deur elke land ten opsigte van daardie jaar ontvang en die bedrag wat elke land toekom kragtens die formule in paragraaf (2) hierbo genoem, herbereken op die grondslag van die jongste beskikbare gegewens vir daardie bepaalde boekjaar;
plus of minus
 - (iii) 'n finale regstelling ten opsigte van die boekjaar drie jaar voor die betrokke boekjaar gelyk aan die verskil tussen die totale bedrag werklik deur elke land ten opsigte van daardie jaar ontvang en die bedrag wat elke land toekom kragtens die formule in paragraaf (2) hierbo genoem, herbereken op die grondslag van die finale gegewens vir daardie bepaalde boekjaar;
- (b) ten opsigte van die boekjaar 1971/72:
- (i) 'n bedrag wat verkry word uit die toepassing op die formule in paragraaf (2) hierbo genoem van die relevante gegewens vir die boekjaar 1969/70;
plus of minus
 - (ii) 'n bedrag ten opsigte van die boekjaar 1969/70 wat gelyk is aan die verskil tussen die totale bedrag werklik deur elke land ten opsigte van daardie jaar ontvang en die bedrag wat elke land toekom kragtens die formule in paragraaf (2) hierbo genoem, herbereken op die grondslag van die jongste beskikbare gegewens vir die boekjaar 1969/70;
- (c) ten opsigte van die boekjaar 1970/71: 'n bedrag wat verkry word uit die toepassing op die formule in paragraaf (2) hierbo genoem van die relevante gegewens vir die boekjaar 1968/69, behalwe dat in die geval van invoerwaardes 1968-gegewens

be used and that agreed estimates of the values of sales duty goods produced and consumed in the financial year 1969/70 and the sales duties collected thereon shall be included;

(d) in respect of the financial year 1969/70: an amount equal to the difference between the total amount actually received by each country in respect of that year and the amount due to each country in terms of the formula referred to in paragraph (2) above, calculated on the basis of the relevant data for the financial year 1968/69, except that in the case of import values 1968 data shall be used, and that no imputed allowances for the values of sales duty goods produced and consumed and the sales duties thereon shall be included.

(4) The amounts referred to in subparagraphs (a) and (b) of paragraph (3) above shall be determined and agreed upon between the contracting parties approximately six months before the beginning of the financial year in question.

(5) The amounts referred to in subparagraphs (a), (b) and (c) of paragraph (3) above shall be remitted in equal quarterly instalments during the financial year in question.

(6) The payment referred to in subparagraph (d) of paragraph (3) above shall be made before the end of the financial year 1969/70.

(7) The Government of South Africa undertakes to consult the Governments of Botswana, Lesotho and Swaziland prior to the introduction of changes in the fiscal structure of South Africa where these are expected to have a substantial effect on the structure of taxation measures relating to the common revenue pool.

(8) This Article shall be deemed to have come into operation on the first day of April, 1969, and to have been substituted from that date for the corresponding provisions of the Customs Agreement concluded on 29 June 1910.

ARTICLE 15

RAIL AND ROAD TRAFFIC

(1) The contracting parties undertake that the transit through their areas of goods imported from outside the common customs area to or exported to a country outside the common customs area from the areas of the other contracting parties shall not be subject to transport rate discrimination.

gebruik moet word en dat ooreengekome beramings van die waarde van verkoopreggoedere wat geproduseer en verbruik is gedurende die boekjaar 1969/70 en die verkoopregte wat daarop gein is, ingesluit moet word;

(d) ten opsigte van die boekjaar 1969/70: 'n bedrag wat gelyk is aan die verskil tussen die totale bedrag werklik deur elke land ten opsigte van daardie jaar ontvang en die bedrag wat elke land toekom kragtens die formule in paragraaf (2) hierbo genoem, bereken op die grondslag van die relevante gegewens vir die boekjaar 1968/69, behalwe dat in die geval van invoerwaardes 1968-gegewens gebruik moet word en dat geen toegerekende toelatings vir die waardes van verkoopreggoedere wat geproduseer en verbruik is en die verkoopregte daarop, ingesluit moet word nie.

(4) Die bedrae in subparagraawe (a) en (b) van paragraaf (3) hierbo genoem, word bepaal en daarvoor word ooreengekom tussen die kontrakterende partye ongeveer ses maande voor die aanvang van die betrokke boekjaar.

(5) Die bedrae in subparagraawe (a), (b) en (c) van paragraaf (3) hierbo genoem word in gelyke kwartaalike paaiemente gedurende die betrokke boekjaar betaal.

(6) Die betaling in subparagraaf (d) van paragraaf (3) hierbo genoem, word voor die einde van die boekjaar 1969/70 gemaak.

(7) Die Regering van Suid-Afrika onderneem om met die Regerings van Botswana, Lesotho en Swaziland oorleg te pleeg voor die inwerkingstelling van veranderinge in Suid-Afrika se belastingstruktuur, in gevalle waar verwag word dat die veranderinge 'n wesenlike uitwerking op die struktuur van belastingmaatreëls met betrekking tot die gesamentlike inkomstepoel sal hê.

(8) Hierdie Artikel word geag op die eerste dag van April 1969 in werking te getree het en om vanaf daardie datum in die plek gestel te gewees het van die ooreenstemmende bepalings van die Doeaneooreenkoms wat op 29 Junie 1910 aangegaan is.

ARTIKEL 15

SPOOR- EN PADVERKEER

(1) Die kontrakterende partye onderneem dat die deurvoer deur hulle gebiede van goedere ingevoer van buite die gemeenskaplike doeanegebied na of uitgevoer na 'n land buite die gemeenskaplike doeanegebied uit die gebiede van die ander kontrakterende partye nie aan vervoertarif-diskriminasie onderworpe sal wees nie.

(2) Each contracting party shall ensure that the tariffs applicable within its area to the conveyance of goods by publicly-owned transport to and from the other areas of the common customs area shall be no less favourable than the tariffs applicable to the carriage of similar goods within its area.

(3) Each contracting party undertakes to extend to the motor transport operators registered in the areas of the other contracting parties treatment no less favourable than that accorded to motor transport operators registered within its own area for the conveyance of goods or passengers for reward or in the course of any trade or business.

ARTICLE 16

FREEDOM OF TRANSIT

A contracting party shall afford freedom of transit without discrimination to goods consigned to and from the areas of the other contracting parties: Provided, however, that a contracting party may impose such conditions upon such transit as it deems necessary to protect its legitimate interests in respect of goods of a kind of which the importation into its area is prohibited on grounds of public morals, public health or security, or as a precaution against animal or plant diseases, parasites and insects, or in pursuance of the provisions of a multilateral international convention to which it is a party: And provided, further, that a contracting party shall not be precluded from refusing transit, or from taking any measures deemed necessary by it in connection with such transit, for the purpose of protecting its security interests.

ARTICLE 17

BILATERAL CONSULTATIONS

Notwithstanding the provisions of Article 2, if, as a result of unforeseen developments, any product is being introduced into the area of one of the contracting parties from the area of another contracting party in such increased quantities and under such conditions as to cause or threaten serious injury to producers or manufacturers of like or directly competitive products in the area into which such goods are so introduced, the Government of the latter area shall have the right to require the other party to consult at the earliest possible opportunity and to co-operate with it in finding as soon as possible a mutually acceptable solution.

(2) Elke kontrakterende party moet toesien dat die tariewe wat binne sy gebied van toepassing is op die vervoer van goedere deur openbare vervoer na en van die ander gebiede van die gemeenskaplike doeaneg gebied nie minder gunstig is as dié tariewe wat van toepassing is op die vervoer van soortgelyke goedere binne sy eie gebied nie.

(3) Elke kontrakterende party onderneem om aan die motorvervoerkarweiers wat in die gebiede van die ander kontrakterende partye geregistreer is behandeling te verleen wat nie minder gunstig is nie as dié wat verleen word aan motorvervoerkarweiers wat in sy eie gebied geregistreer is vir die vervoer van goedere of passasiers teen vergoeding of in die loop van enige handel of bedryf.

ARTIKEL 16

VRYHEID VAN DEURVOER

'n Kontrakterende party moet vryheid van deurvoer sonder diskriminasie aan goedere verleen wat versend word na en van die gebiede van die ander kontrakterende partye: Met dien verstande dat 'n kontrakterende party sodanige voorwaardes op sodanige deurvoer kan plaas as wat hy noodsaaklik ag vir die beskerming van sy regmatige belange in geval van goedere van 'n aard waarvan die invoer in sy gebied verbied is op grond van openbare sedes, openbare gesondheid of veiligheid of as voorsorg teen dier- of plantsiektes, parasiete en insekte, of ooreenkomstig die bepalinge van 'n multilaterale internasionale konvensie waarby hy 'n party is: En met dien verstande verder dat 'n kontrakterende party nie verhinder word nie om deurvoer te weier of om maatreëls te tref wat hy noodsaaklik ag in verband met sodanige deurvoer ter beskerming van sy veiligheidsbelange.

ARTIKEL 17

BILATERALE OORLEGPLEGING

Nieteenstaande die bepalinge van Artikel 2, indien enige produk as gevolg van onvoorsiene ontwikkelinge die gebied van een van die kontrakterende partye uit die gebied van 'n ander kontrakterende party binnekom in sulke toenemende hoeveelhede en onder sulke omstandighede dat dit die oorsaak is of 'n bedreiging inhou van ernstige skade aan produsente of vervaardigers van soortgelyke of regstreeks mededingende produkte in die gebied waarin sodanige produkte binnekom, het die Regering van laasgenoemde gebied die reg om die ander party te versoek om by die vroegsmoontlike geleentheid oorleg te pleeg en met hom saam te werk om so gou moontlik 'n onderling aanvaarbare oplossing te vind.

ARTICLE 18

CONSULTATIONS ON ZOO - SANITARY AND PHYTO-SANITARY MATTERS

Subject to the provisions of Article 11, the contracting parties recognise the importance of measures prescribing zoo-sanitary and phyto-sanitary requirements aimed at the prevention of the spread of animal and plant diseases, parasites and insects and agree to consult from time to time to achieve such aim in the common customs area with due regard to the need to facilitate the flow of trade in products affected by such measures.

ARTICLE 19

TRADE AGREEMENTS WITH COUNTRIES OUTSIDE THE COMMON CUSTOMS AREA

(1) A contracting party shall not, without the prior concurrence of the other contracting parties and subject to such conditions as may be agreed upon by the contracting parties, enter separately into or amend a trade agreement with a country outside the common customs area in terms of which concessions on the duties in force in the common customs area are granted to that country.

(2) A contracting party may enter separately into or amend a trade agreement, other than a trade agreement mentioned in paragraph (1), with a country outside the common customs area, provided the terms of such an agreement or amendment do not conflict in any way with the provisions of this Agreement. Such contracting party shall, as soon as possible after the conclusion of the agreement or amendment, supply each of the other contracting parties with a copy of the agreement or amendment.

(3) (a) A contracting party, having an agreement with a country outside the common customs area which provides for the importation into its area from such country of goods at lower rates of duty than those applicable to like goods in the common customs area, shall collect the duties payable on importation into its area.

(b) Unless the contracting parties have otherwise agreed in respect of any such agreement, where such goods are to be removed from the area of such contracting party to the area of any of the other contracting parties the duties applicable in the common customs area shall become due and payable and the contracting party from whose area such goods are to be removed shall, prior to such removal, collect the differences between the lower duties paid and the duties applicable. If proof of pay-

ARTIKEL 18

OORLEGPLEGING OOR DIER-SANITÊRE EN PLANT-SANITÊRE AAN-GELEENTHEDE

Behoudens die bepalings van Artikel 11, erken die kontrakterende partye die belangrikheid van maatreëls wat dier-sanitêre en plant-sanitêre vereistes voorskryf, wat gemik is op die voorkoming van verspreiding van dier- en plantsiektes, parasiete en insekte, en stem in dat hulle van tyd tot tyd oorleg sal pleeg ten einde sodanige oogmerk in die gemeenskaplike doeanegebied te bereik met inagneming van die noodsaaklikheid om die handelsverkeer van produkte wat deur sodanige maatreëls geraak word, te vergemaklik.

ARTIKEL 19

HANDELDOOREENKOMSTE MET LANDE BUIE DIE GEMEENSAP-LIKE DOEANEGBIED

(1) 'n Kontrakterende party mag nie sonder die voorafgaande instemming van die ander kontrakterende partye, en behoudens sodanige voorwaardes as waartoe die kontrakterende partye mag ooreenkom, afsonderlik 'n handelsooreenkoms met 'n land buite die gemeenskaplike doeanegebied aangaan of wysig nie ingevolge waarvan toegewings op die regte wat in die gemeenskaplike doeanegebied van krag is aan daardie land toegestaan word.

(2) 'n Kontrakterende party kan afsonderlik 'n handelsooreenkoms, uitgesonderd 'n handelsooreenkoms in paragraaf (1) hierbo genoem, met 'n land buite die gemeenskaplike doeanegebied aangaan of wysig, mits die bepalings van sodanige ooreenkoms of wysiging in geen opsig met die bepalings van hierdie ooreenkoms bots nie. Sodanige kontrakterende party moet, so spoedig moontlik na die afsluiting van die ooreenkoms of wysiging, aan elkeen van die ander kontrakterende partye 'n afskrif van die ooreenkoms of wysiging verstrek.

(3) (a) 'n Kontrakterende party wat 'n ooreenkoms met 'n land buite die gemeenskaplike doeanegebied het, wat voorsiening maak vir die invoer van goedere in sy gebied uit sodanige land teen laer skale van regte as dié van toepassing op soortgelyke goedere in die gemeenskaplike doeanegebied, moet die regte wat by invoer in sy gebied betaalbaar is, invorder.

(b) Tensy die kontrakterende partye anders ooreengekom het met betrekking tot sodanige ooreenkoms, word, waar sodanige goedere uit die gebied van sodanige kontrakterende party na die gebied van enigeen van die ander kontrakterende partye verwyder moet word, die regte wat in die gemeenskaplike doeanegebied van toepassing is verskuldig en betaalbaar en die kontrakterende party uit wie se gebied sodanige goedere verwyder moet word, moet vóór sodanige verwydering die verskille tussen

ment of the differences in duty cannot be furnished in the area to which the goods are subsequently removed, the goods shall be liable to forfeiture.

(c) Any duties and differences in duties thus collected shall be paid into the Consolidated Revenue Fund of South Africa. Any payments due by that contracting party under such agreement with a country outside the common customs area, shall be paid on its behalf from the Consolidated Revenue Fund.

ARTICLE 20

GENERAL CONSULTATIONS

(1) A Customs Union Commission shall be established, comprising representatives of all the contracting parties, for the purpose of discussing any matter arising out of this Agreement.

(2) The Commission shall meet once a year. A contracting party may, however, at any time request a meeting of the Commission for the purpose of discussing a matter connected with this Agreement and the Commission shall meet as soon as possible thereafter.

(3) Where contracting parties have consulted on a matter which may affect the rights of the other parties under this Agreement and arising under Article 12, 17 or 18 or on a matter arising under paragraph (5) of this Article, a report on the results of these consultations shall be furnished to the Commission before its next meeting.

(4) Where a matter has been referred to the Commission for discussion, the Commission shall use its best endeavours to find a mutually agreeable solution to the particular problem or difficulty and the representatives shall report to their respective Governments for consideration of any remedial measures.

(5) Any difficulty or problem arising out of this Agreement which does not directly effect the interests of all the contracting parties may, with the concurrence of all the contracting parties, form the subject of direct consultation between the parties affected with a view to seeking a solution thereof.

ARTICLE 21

TERMINATION OF 1910 AGREEMENT

The Customs Agreement concluded on 29 June 1910, as amended from time to time, shall terminate on the entry into force of this Agreement.

die laer regte wat betaal is en die regte wat van toepassing is, invorder. Indien bewys van betaling van die verskille in regte nie in die gebied waarheen die goedere later verwyder word, gelewer kan word nie, is die goedere onderworpe aan verbeurdverklaring.

(c) Enige regte en verskille in regte wat aldus ingevorder is, word in die Gekonsolideerde Inkomstefonds van Suid-Afrika gestort. Enige betalings wat deur daardie kontrakterende party ingevolge sodanige ooreenkoms met 'n land buite die gemeenskaplike doeanegebied, verskuldig is, word namens hom uit die Gekonsolideerde Inkomstefonds gemaak.

ARTIKEL 20

ALGEMENE OORLEGPLEGING

(1) 'n Doeane-uniekommissie, bestaande uit verteenwoordigers van al die kontrakterende partye, word in die lewe geroep met die doel om enige aangeleentheid wat uit hierdie Ooreenkoms mag voortspruit, te bespreek.

(2) Die Kommissie kom een maal per jaar byeen. 'n Kontrakterende party kan egter te enigertyd 'n vergadering van die Kommissie aanvra ten einde 'n aangeleentheid in verband met hierdie ooreenkoms te bespreek en die Kommissie moet so gou moontlik daarna byeenkom.

(3) In gevalle waar kontrakterende partye oorleg gepleeg het oor 'n aangeleentheid rakende die regte van die ander partye kragtens hierdie Ooreenkoms en voortspruitende uit Artikel 12, 17 of 18, of oor 'n aangeleentheid voortspruitende uit paragraaf (5) van hierdie Artikel moet 'n verslag oor die uitslag van sodanige oorlegpleging aan die Kommissie verstrekkend word vir sy volgende vergadering.

(4) In gevalle waar 'n aangeleentheid na die Kommissie vir bespreking verwys is, moet die Kommissie na sy beste vermoë trag om 'n onderling aanvaarbare oplossing vir die bepaalde probleem of moeilikheid te vind en die verteenwoordigers moet aan hulle onderskeie Regerings verslag doen vir die oorweging van enige regstellingsmaatreëls.

(5) Enige probleem of moeilikheid wat uit hierdie Ooreenkoms voortspruit en wat nie die belange van al die kontrakterende partye regstreeks raak nie kan, met die instemming van al die kontrakterende partye, die onderwerp vorm van regstreekse oorlegpleging tussen die betrokke partye ten einde 'n oplossing te probeer vind.

ARTIKEL 21

BEËINDIGING VAN 1910-OOREENKOMS

Die Doeane-ooreenkoms, wat op 29 Junie 1910 aangegaan is, soos van tyd tot tyd gewysig, eindig met die inwerkingtreëding van hierdie Ooreenkoms.

ARTICLE 22

ENTRY INTO FORCE OF, AND WITHDRAWAL FROM, AGREEMENT

This Agreement shall, subject to the provisions of Article 14 (8) enter into force on 1 March 1970.

If a contracting party wishes to withdraw from this Agreement that party shall give notice thereof to all the other contracting parties.

If after consultation the contracting parties fail to agree on the date and conditions of the withdrawal, this Agreement shall remain in force until twelve months from the date of such notice and shall then cease to apply to the withdrawing party.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

Done at Pretoria, in quadruplicate, in Afrikaans and English texts, each of which texts shall be of equal authenticity, this eleventh day of December, 1969.

For the Government of the Republic of South Africa:

J. F. W. HAAK.

For the Government of the Republic of Botswana:

J. G. HASKINS.

For the Government of the Kingdom of Lesotho:

P. N. PEETE.

For the Government of the Kingdom of Swaziland:

L. LOVELL.

MEMORANDUM OF UNDERSTANDING

With reference to the Customs Union Agreement dated 11 December 1969, between the Governments of South Africa, Botswana, Lesotho and Swaziland, it is desired to place on record the following additional understandings on which agreement has been reached among the four Governments and which shall be read with, and shall form part of the Agreement:

AD ARTICLES 3, 4, 8 AND 10

ADMINISTRATION OF CUSTOMS, EXCISE AND SALES DUTY PROVISIONS

(1) The Governments of Botswana, Lesotho and Swaziland undertake to establish customs and excise administrations capable of administering the terms of the Agreement and any arrangements thereunder, customs and excise storage and manufacturing

ARTIKEL 22

INWERKINGTREDING VAN EN UITTREDING UIT DIE OOREENKOMS

Behoudens die bepalings van Artikel 14 (8) tree hierdie Ooreenkoms in werking op 1 Maart 1970.

Indien 'n kontrakterende party uit hierdie Ooreenkoms wil tree, moet hy aan al die ander kontrakterende partye kennis daarvan gee.

Indien die kontrakterende partye na oorlegging nie daarin slaag om eenstemmigheid oor die datum en voorwaardes van die uittrading te bereik nie, bly hierdie Ooreenkoms van krag vir twaalf maande na die datum van sodanige kennisgewing en is daarna nie langer op die uittrading party van toepassing nie.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hul onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken het.

Gedoen te Pretoria, in viervoud, in sowel die Afrikaanse as die Engelse teks, waarvan albei ewe outentiek is, op hede die elfde dag van Desember 1969.

Namens die Regering van die Republiek van Suid-Afrika:

J. F. W. HAAK.

Namens die Regering van die Republiek Botswana:

J. G. HASKINS.

Namens die Regering van die Koninkryk van Lesotho:

P. N. PEETE.

Namens die Regering van die Koninkryk van Swaziland:

L. LOVELL.

MEMORANDUM VAN VERSTANDHOUDING

Met verwysing na die Doeane-unie-ooreenkoms tussen die Regerings van Suid-Afrika, Botswana, Lesotho en Swaziland, van 11 Desember 1969, word dit wenslik geag om die volgende bykomende verstandhoudings tussen die vier Regerings waaroor eenstemmigheid bereik is en wat met die Ooreenkoms geles moet word en deel daarvan vorm, te boekstaaf:

AD ARTIKELS 3, 4, 8 EN 10

UITVOERING VAN DOEANE-, AKSYNS- EN VERKOOPREG-BEPALINGS

(1) Die Regerings van Botswana, Lesotho en Swaziland onderneem om doeane- en aksynsadministrasies in die lewe te roep wat bevoeg is om uitvoering te gee aan die bepalings van die Ooreenkoms en enige reëlings daarkragtens, doeane- en aksyns-

warehouse provisions, excise provisions and the collection of excise duties and sales duty provisions and the collection of sales duties.

- (2) The contracting parties agree that:
- (a) goods (including goods for warehousing) destined for Botswana, Lesotho or Swaziland and imported through any place of entry in South Africa (including Lourenco Marques and Jan Smuts Airport) shall be entered for customs, excise or sales duty purposes through South African customs and for that purpose the laws relating to customs, excise and sales duty of South Africa will apply to such goods as if such goods were destined for South Africa: Provided that if the laws relating to customs, excise and sales duty of Botswana, Lesotho or Swaziland as the case may be, should, in relation to such goods, differ in respect of any restriction, prohibition, tariff or rebate under the Agreement, the relative law of the country of destination of such goods shall in that respect be deemed to be the law relating to customs, excise or sales duty, as the case may be, of South Africa in relation to such goods;
- (b) goods destined for South Africa and imported other than by road through any place in Botswana, Lesotho or Swaziland shall be entered for customs, excise or sales duty purposes at the place of entry in South Africa. Goods so destined and imported by road shall be so entered at the place of entry into the common customs area;
- (c) goods destined for Botswana, Lesotho or Swaziland and imported directly into the country in question shall, subject to the provisions of subparagraph (a), be entered for customs, excise or sales duty purposes in that country;
- (d) goods for warehousing in any customs and excise storage warehouse established in the area of Botswana, Lesotho or Swaziland shall be cleared for warehousing at places of entry in South Africa for removal to such warehouse without further entry, but any clearance ex such warehouse of such goods and collection of any customs, excise or sales duty thereon shall be the responsibility of the country in whose area the warehouse is situated;

opberging- en vervaardigingspakhuisbepalings, aksynsbepalings en aan die invordering van aksynsregte en aan verkoopregbepalings en die invordering van verkoopregte.

- (2) Die kontrakterende partye kom ooreen dat:
- (a) goedere (insluitende goedere vir pakhuisopberging) bestem vir Botswana, Lesotho of Swaziland en ingevoer deur enige plek van binnekoms in Suid-Afrika (insluitende Lourenco Marques en Jan Smutslughawe) moet vir doeane-, aksyns- of verkoopregdoeleindes deur Suid-Afrika se doeane ingeklaar word en vir hierdie doel is die wette betreffende doeane-, aksyns- en verkoopregte soos van toepassing in Suid-Afrika ook op sodanige goedere van toepassing asof sodanige goedere vir Suid-Afrika bestem is: Met dien verstande dat indien die wette betreffende doeane-, aksyns- en verkoopregte van Botswana, Lesotho, of Swaziland, na gelang van die geval, wat sodanige goedere betref ten opsigte van enige beperking, verbod tarief of korting kragtens die Ooreenkoms verskil, die betrokke wet van die land van bestemming van sodanige goedere in daardie opsig geag word die wet betreffende doeane-, aksyns- of verkoopreg, na gelang van die geval, van Suid-Afrika ten opsigte van sodanige goedere te wees;
- (b) goedere bestem vir Suid-Afrika en ingevoer op 'n ander wyse as per pad deur enige plek in Botswana, Lesotho of Swaziland moet vir doeane-, aksyns- of verkoopregdoeleindes ingeklaar word by die plek van binnekoms in Suid-Afrika. Aldus bestemde goedere wat per pad ingevoer word, moet ingeklaar word by die plek van binnekoms in die gemeenskaplike doeanegebied;
- (c) goedere bestem vir Botswana, Lesotho of Swaziland en regstreeks in die betrokke land ingevoer, moet, behoudens die bepalinge van subparagraaf (a) vir doeane-, aksyns- of verkoopregdoeleindes in daardie land ingeklaar word;
- (d) goedere vir opberging in enige doeane- en aksynspakhuis wat in die gebied van Botswana, Lesotho of Swaziland opgerig is, vir pakhuisopberging by die plek van binnekoms in Suid-Afrika ingeklaar moet word vir verwydering na sodanige pakhuis sonder verdere klaring, maar enige uitklaring van sodanige goedere uit sodanige pakhuis en invordering van enige doeane-, aksyns- of verkoopregte daarop, is die verantwoordelikheid van die land in wie se gebied die pakhuis geleë is;

- (e) the administration of any customs and excise manufacturing warehouse (including the collection of any customs, excise or sales duty on any goods manufactured in such warehouse) in Botswana, Lesotho and Swaziland shall be the responsibility of the country in whose area the warehouse is situated; and
- (f) provisions relating to drawbacks of duty on goods used in the manufacture of exported goods shall be administered by the Government in whose area the exporter is situated, but the Government of South Africa shall accept responsibility for the processing of claims for drawback of any duty emanating from exporters in Botswana, Lesotho or Swaziland in respect of goods exported from the common customs area and payment of such claims shall be effected from the Consolidated Revenue Fund of South Africa.

Done at Pretoria, in quadruplicate, in Afrikaans and English texts, each of which texts shall be of equal authenticity, this eleventh day of December, 1969.

For the Government of the Republic of South Africa:

J. F. W. HAAK.

For the Government of the Republic of Botswana:

J. G. HASKINS.

For the Government of the Kingdom of Lesotho:

P. N. PEETE.

For the Government of the Kingdom of Swaziland:

L. LOVELL.

- (e) die administrasie van enige doeane- en aksynsvervaardigingspakhuis (insluitende die invordering van enige doeane-, aksyns- of verkoopregte op enige goedere in sodanige pakhuis vervaardig) in Botswana, Lesotho en Swaziland die verantwoordelikheid is van die land in wie se gebied die pakhuis geleë is; en
- (f) bepalinge betreffende teruggawe van regte op goedere wat gebruik word by die vervaardiging van uitgevoerde goedere toegepas moet word deur die Regering in wie se gebied die uitvoerder geleë is, maar die Regering van Suid-Afrika aanvaar verantwoordelikheid vir die verwerking van eise ten opsigte van teruggawe van enige regte wat van uitvoerders in Botswana, Lesotho of Swaziland afkomstig is met betrekking tot goedere wat uit die gemeenskaplike doeanegebied uitgevoer is en betaling van sodanige eise word uit die Gekonsolideerde Inkomstefonds van Suid-Afrika gemaak.

Gedoen te Pretoria, in viervoud, in die Afrikaanse en die Engelse teks, waarvan albei ewe outentiek is, op hede die elfde dag van Desember 1969.

Namens die Regering van die Republiek van Suid-Afrika:

J. F. W. HAAK.

Namens die Regering van die Republiek Botswana:

J. G. HASKINS.

Namens die Regering van die Koninkryk van Lesotho:

P. N. PEETE.

Namens die Regering van die Koninkryk van Swaziland:

L. LOVELL.

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