



法規名稱：REGULATIONS FOR THE RECIPROCAL EXCHANGE OF INTERNATIONAL EXPRESS MAIL SERVICE (EMS) ITEMS BETWEEN THE DIRECTORATE OF POSTS OF TAIWAN AND THE PHILIPPINE POSTAL CORPORATION

簽訂日期：民國 90 年 05 月 21 日

生效日期：民國 90 年 06 月 01 日

IAD/IRD/141/jea/01

29 May 2001

Mr. Lcc Chng - Ru

Director, International Department

Directorate General of Posts

Taipei 10603, Taiwan

Republic of China

Subject: EMS between the Philippines and Taiwan

sir

Thank you for your fax message of 21 May 2001, reference 9042511 9-001 relative to the above subject.

We wish to inform you that your proposal to commence the new service starting 01 June 2001 is acceptable to us.

In addition to the EMS delivery areas we have earlier sent to you by fax, we are likewise furnishing you with a list of Public holidays in the Philippines where delivery of EMS items is not effected, while the schedule of flights where EMS dispatches are to be loaded will be advised to you later on. We will appreciate if you can also provide us with the same information.

Thank you and regards

Very truly yours,

ANTONIO Z. DE GUZMAN

Assistant Postmaster General for Operations

Encl: As stated.

16 May 2001

M. LEE CHING - RU

Director of International Department

Directorate General of Posts

Taipei 10603 Taiwan

REPUBLIC OF CHINA

Fax No (8862) 2391-8302

Subject: Your administration's proposal for the establishment of EMS between the Philippine Postal Corporation and the Directorate of Posts of Taiwan made in the early 1990's

Sir:

We have gone over the letters exchanged between our two administrations relative to your above-mentioned proposal. We noticed that until to - date, there has been no progress yet on said proposal.

In your letter of March 9, 1998, copy attached, you proposed to introduce the service by exchange of correspondence instead of signing a formal agreement. Considering the current need for postal administrations to maintain the competitiveness of EMS in the world market and to satisfy the growing customer needs and expectations, we have now decided to agree to this proposal.

We are pleased to attach herewith a document marked Annex 1 which we are proposing to regulate the reciprocal exchange of International Express Mail Service (EMS) items between the Philippine Postal Corporation and the Directorate of Posts of Taiwan for your comment.

Our imbalance charge will be 5 SDR for each surplus item we will receive if there will be and

Thank you and we look forward to hearing from you soonest.

Very truly yours.

ANTONIO Z. DE GUZMAN

Assistant Postmaster General - Operations

REGULATIONS FOR THE RECIPROCAL EXCHANGE OF INTERNATIONAL EXPRESS MAIL SERVICE (EMS)\_ ITEMS BETWEEN THE PHILIPPINE POSTAL CORPORATION AND THE DIRECTORATE OF POSTS OF TAIWAN

Article 1

## Purpose of the Document

This Document shall regulate the reciprocal exchange of International Express Mail Service (EMS) items between the Philippine Postal Corporation and the Directorate of Posts of Taiwan.

## Article 2

### Definition of Terms

The terms used hereafter shall have the following significance:

- 1 International EMS - is the service established by the Document.
- 2 Programmed Service - is the International EMS which allows the sender to send items to the addressee in accordance with a previously fixed schedule, on the basis of a contract.
- 3 On - Demand Service - refers to the International EMS which allows the sender to send items to an addressee without a previously fixed schedule and upon a contractual or non - contractual basis.
- 4 Postal Enterprises/ Enterprises - are the entities providing postal service to the public in the respective areas of the Parties herein mentioned.

## Article 3

### Programmed Service

- 1 Each Postal Enterprise offers a programmed service on a contractual basis to users who agree to use the service on a previously fixed level of frequency for sending items to a designated addressee.
- 2 Each enterprise supplies the other with a list of localities to which the service is available and with an approximate table of delivery times for items in each locality, based on international timetable of air and rail service.
- 3 When a contract for programmed service is concluded, each enterprise shall provide the other with the following information at least ten (10) days before the service comes into operation, namely:

- a) the contract number of the user concerned in each dispatch;
  - b) the names and addresses of the sender and the addressee;
  - c) the days on which the items are to be dispatched;
  - d) the flights or carriers to be used;
  - e) the time of delivery of the items, determined during the preliminary inquiry;
  - f) the date fixed for the dispatch of the first item.
- 4 Similar notices shall also be given to the receiving enterprise before a service is altered or terminated.

#### Article 4

##### On - Demand Service

- 1 Each enterprise offers an on - demand service operated on a contractual or noncontractual basis.
- 2 Each enterprise supplies the other with a list of localities to which international EMS items may be sent.
- 3 Each enterprise supplies the other with an approximate schedule of delivery times for each locality where on-demand service is admitted. This schedule shall be based on the international timetables of air and rail services used for dispatch of the said items, and shall take into account the time of arrival at the exchange office of destination.
- 4 Each enterprise informs the other of all the identifying marks or figures used for on - demand service.

#### Article 5

##### Fees to be Paid by the Sender

Each enterprise determines the fees to be paid by senders for dispatch of their items and keeps the whole of the revenue obtained.

#### Article 6

The items shall be stamped or franked in accordance with the method admitted by the enterprise of origin.

#### Article 7

##### Expenses and Fees to be Paid by the Addressee

Each enterprise is authorized to collect from the addressee the customs charges and other fees.

#### Article 8

##### Prohibited Items

The prohibition of the Universal Postal Convention shall apply in all circumstances.

#### Article 9

##### Admitted Items and Customs Clearance

- 1 Between the respective areas of the herein Parties, programmed and on - demand service will operate for business papers and merchandise.
- 2 Each enterprise shall communicate to the other the necessary information on customs or other regulations as well as the prohibitions or restrictions governing entry of items, above all those containing valuables, into its service.
- 3 Each enterprise arranges for expeditious customs clearance and makes every effort to forward each item by the fastest means available.

#### Article 10

##### Size and Weight Limits

An EMS item:

- a) shall not exceed 1.05 meters for any one dimension nor 2 meters for the sum of the length and the girth; and
- b) shall not exceed 20 kilograms in weight.

#### Article 11

##### Treatment of Items Wrongly Accepted

- 1 Where an item containing an article prohibited under Article 8 or 9 has been wrongly admitted to the post, the prohibited article is dealt with according to the legislation of the ent-

enterprise establishing its presence.

- 2 When the weight or the dimension of an item exceed the limits established under Article 10, it is returned to the enterprise of origin as an international EMS item if the regulations of the enterprise of destination do not permit delivery.
- 3 When a wrongly admitted item is neither delivered to the addressee nor returned to the enterprise of origin is informed how the item has been dealt with and of the reasons justifying such treatment.

## Article 12

### Undeliverable Items; Return to Origin

- 1 After every reasonable effort to deliver has proved unsuccessful, the item is held as the disposal of the addressee for the period of retention provided for by the regulations at the enterprise of destination.
- 2 An item refused by the address or any other undeliverable item is returned, at no charge, to the enterprise of origin by International EMS.

## Article 13

### Items or Bags Arriving Out of Course

#### And to be Redirected

Each item or bag arriving out of course is redirected at not charge to its proper destination by the most direct route used by the enterprise which has received the item or bag.

## Article 14

### Inquiries

- 1 Each enterprise is to reply as soon as possible to request for information in respect of any item.
- 2 Regular requests for confirmation of delivery are not admitted as a rule.
- 3 Requests for information are accepted only within four months of the day following the date of posting.

## Article 15

### Remuneration in the Case of Imbalance

- 1 At the end of each year, the enterprise which receives a greater number of items than the total dispatched has the right to claim from the other enterprise remuneration for handling and delivery expenses in respect of each surplus item received. The imbalance charge may be reviewed annually and each enterprise agrees to give the other three months notice of any change .
- 2 No imbalance charge shall be collected if the defference in the number of items exchanged is less than ten.

## Article 16

### Expenses for Domestic Ait Transport

#### Within the Area of Destination

Expenses for domestic air transport within the area of destination may be claimed where necessary in accordance with the disposition of the Convention if applicable.

## Article 17

### Transit dispatches

- 1 The enterprise will agree to provide transit by air for dispatches sent via their respective services. They will advise one another of re - forwarding and transit facilities.
- 2 In accordance with proagraph 1 of this Article, each enterprise will undertake to provide transit for dispatches addressed to or originating from another enterprise with which EMS items are exchanged, and advise the approximate time required for carrying out this service.

## Article 18

### Libility of the Enterprise

Each enterprise decides its own compensation policy in the case of loss, damage, theft, or delay. Payment of compensation, if a-

ny, is - to be the sole responsibility of the enterprise of origin. Neither enterprise may claim indemnification from the other enterprise, unless previously agreed.

#### Article 19

##### Temporary Suspension of Service

Where justified by extraordinary circumstances, either enterprise may temporarily suspend service. The other must be informed immediately of such suspension and of the resumption, if need be by telegram, telex or telephone.

#### Article 20

##### Application of the Universal Postal Union

The Universal Postal Convention is applicable by analogy in all cases not expressly described in this Memorandum.

#### Article 21

##### Duration of the Document

This Document shall remain valid unless either Party terminates it by giving written notice six (6) months prior to the intended date of termination unless a longer period is agreed upon by the Contracting Parties.

#### Article 22

##### Effectivity Date

This Express Mail Service shall take effect on a date to be agreed upon by both parties.