

法規名稱：INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF THE TAIWAN, ROC AND THE POSTAL ADMINISTRATION OF THE CZECH AND SLOVAK FEDERATIVE REPUBLIC (AD.1991.06.28)

簽訂日期：民國 80 年 06 月 28 日

生效日期：民國 82 年 08 月 01 日

PREAMBLE

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement:

This Agreement shall govern the exchange of International Express Mail between the CZECH AND SLOVAK FEDERATIVE REPUBLIC and TAIWAN, ROC.

Article-1

Definitions

In this Agreement and the Detailed Regulations annexed hereto the following expressions shall have the meaning as indicated hereunder:

1. "Administration" means the Postal Administration of each of the Parties to this Agreement.
2. "Convention" means the Universal Postal Union Convention adopted by the Congress of the Universal Postal Union from time to time and adopted by the parties to this Agreement.
3. "Express Mail Service (EMS)" means the service established by this Agreement.
4. "Schedule Service" means a service which allows option to a sender to enter into a contractual arrangement to mail items on a designated schedule to designated address.
5. "On-demand service" means a service which allows option to a sender to mail an item on a non-contractual basis without any requirements for scheduling or prior designation of addressee.
6. Posting of Express Mail Service (EMS) items shall be governed by the regulations in force in the country of origin and delivery of the same shall be governed by the regulations in force in the country of destination.

Article-2

Scope of Agreement

- 1.The present service shall be restricted to Letter-post items, business papers, Samples and Merchandise.
- 2.The service will operate in the direction of TAIWAN, ROC to Czechoslovakia and vice versa.

Article-3

Service Identification

Both Administrations arrange to maintain a standard identification for the service. The orange and blue colours as equivalent and a logo shall be used in all external and internal communications. Each Administration shall continue to use its own identification as applicable to its own domestic service.

Article-4

Service

The Services operating between the administrations shall comprise:

A.Regularly Scheduled Service

- 1.This service shall be available to towns, cities and locations in the country of destination as advised by the administration of that country. Standards of service shall be laid down and advised to each other.
- 2.The service shall apply to known addressees on a regular repetitive basis on one or more days of the week. Service shall not be less frequent than once a week, nor on varying days from week to week. No change need be made to existing services under this Agreement.
- 3.Upon concluding a contract/arrangement with a sender, the despatching administration shall advise the receiving Administration, 10 days before commencement of the service, of the details of the service requirement including contract/arrangement number, delivery address, flight to be used and the standard of delivery desired.

B.On Demand Service:

On Demand (non-scheduled) service shall be introduced on the following arrangements:

1. Each Administration shall advise the other of the towns, cities and locations to which items can be sent on Demand.
2. Each administration shall advise the other of the method of identifying item, i.e. contract number, agreement number or serial numbering.
3. Prior notice of sending items shall not be required.
4. Standards of Service shall be defined to each town, city or location in relation to the international air flights being used and advised to the sending administration.

Article-5

Conditions of acceptance

To be admissible in the service between the two administrations the item shall:

1. Not exceed a weight of 15 Kilos.
2. Be packed in a manner adapted to the nature of the contents and the conditions of transport.
3. Bear the name and address of the addressee and of the sender.
4. An item EMS shall not exceed 1,50 metres for any one dimension nor 3 metres for the sum of the length and the greatest circumference measured in a direction other than that of the length.

Article-6

Prohibitions

1. The forwarding of articles, the importation or circulation of which is prohibited in the country of destination shall be prohibited in the services covered by this Agreement and by the provisions of the Convention.
2. Items shall be subject to all restrictions on conveyance by air that may, from time to time, be applied by the competent authorities.

Article-7

Onward Air Conveyance

1. The Administrations may agree, by exchange of correspondence, to provide onward air conveyance service, under the terms of this Article.
2. Each Administration shall, upon arrangement under section of

this Article, provide onward air conveyance service to or from any country with which it exchanges E.M.S. items, for items addressed to or originating in the other Administration and shall provide approximate onward air conveyance times.

3. For each item forwarded pursuant to this Article, the Administration providing onward air conveyance service shall be authorised to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article-8

Delivery

1. Items shall be delivered to the addresses as quickly as possible, having regard to the Sender's instructions and to the provisions applicable in the country of destination.]
2. Each administration undertakes to take all possible steps to expedite to the utmost the Customs clearance.

Article-9

Undeliverable items

1. After every reasonable efforts to deliver an item has proved unsuccessful, the item shall be subject to the regulations of the Administration of destination in this respect. If such items do not fall within the items legally prohibited, they shall be returned to the sender and by the same means of conveyance at the least possible delay.
2. An item refused by the addressee shall be returned immediately to the administration of origin.

Article-10

Charges to the Public

1. Each Administration shall establish its own tariffs and retain total revenue.
2. The Administration of destination shall not collect any delivery charges from the addressees of items. They shall, however, collect any customs or other charges due thereon.

Article-11

No additional rates, charges imbalance

The administrations may collect only the rates, charges and fees

established under this Agreement.

Article-12

Allocation of charges imbalance

1. Neither Internal Air Conveyance charges nor Terminal Dues shall be applied on the items. In lieu of these charges, a single service charge shall be raised on the number of items exchanged with the other administration. This charge shall not, however, be claimed if the number of items received in 100 (One hundred) or less in one year (beginning from 1st January to 31st December each year). Necessary payment in this respect shall be claimed by the administrations for the items in excess of the aforesaid 100 (One hundred) items in usual manner.
2. The aforesaid service charge shall be calculated annually starting from 1st January to 31st December and the claim settled within six months of the following year.
3. The debts shall be paid in Special Drawing Right (SDR).

Article-13

Enquiries

Each administration shall accept enquiries relating to any item forwarded to it from the other administration. This provision is not, however, intended to provide for routine confirmation of delivery.

Article-14

Liability of Administrations

1. Where not inconsistent with this Agreement the provisions of the Universal Postal Union Convention and its Detailed Regulations shall be applied to the Express Mail Service between the two parties.
2. The administration shall assume no liability for loss of, damage to, theft from or delay in delivery of items. However, either administration may choose to assume liability on its own without recourse to the other Administration.
3. The Administration shall refund to the sender full EMS charges for any significant delay in the delivery of an item through the fault of one or either of the Administrations. In such ca-

ses the Administration of origin shall make the refund to the sender but if the delay was caused by fault of the administration of destination, that administration shall reimburse the Administration of origin. Neither Administration shall accept liability for delay where this occurred outside the control of the Post Office.

Article-15

Temporary suspension of service

When, owing to exceptional circumstances, either Administration finds itself obliged to suspend its service temporarily either wholly or in part, it shall notify the fact immediately, if need be by telex, to the other Administration. Any item becoming undeliverable in consequence of the suspension of a service shall be returned by air to origin free of charge and shall be delivered to the respective sender free of charge.

Article-16

National legislation

The Stipulations of this Agreement do not over-ride the legislation enforced in either country as regards anything for which they do not expressly provided.

Article-17

Alteration of the Agreement

The two administrations concerned shall have the right, at any time and by exchange of letters, to agree mutually to amend any provision in this Agreement and its Detailed Regulations.

Article-18

Termination of the Agreement

1. Each Administration shall have the right, at any time, to terminate this Agreement by sending a written notice to the other Administration. The Agreement shall be terminated within a period of not less than three months from the date of notice.
2. The termination of the Agreement shall be without prejudice to the settlement of any outstanding account relating to the service covered by this Agreement.

Article-19

Entry into force and duration of this Agreement

1.This Agreement shall come into force at a date to be agreed upon by exchange of letters and shall remain in operation for an unlimited period.

2.As from the date of entry into force of this Agreement all previous arrangements and undertakings relating to the exchange of the EMS mail between TAIWAN Post Office and Czechoslovakia Post Office shall be revoked.

In witness whereof the undersigned, have signed this Agreement in duplicate at Taipei, this 28thday of June 1991 and at Praha this day of 12th June 1991.

FOR THE POSTAL ADMINISTRATION OF TAIWAN, ROC

[Signed]

Hosheng Hsia

Director General of Posts

FOR THE POSTAL ADMINISTRATION
OF THE CZECH AND SLOVAK
FEDERATIVE REPUBLIC

[Signed]

Ing. Eva Janigov'a,

Directress of the Postal Division
and Financial Services.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT
BETWEEN THE POSTAL ADMINISTRATION OF THE TAIWAN, ROC AND THE POSTAL ADMINISTRATION OF THE CZECH AND SLOVAK FEDERATIVE REPUBLIC
Article-1

Exchange of items

1.The exchange of items between the two countries shall be effected by the office appointed by each Administration and the name of these offices shall be notified to the other Administration.

2.A special advice, on a form acceptable to each Administration, shall be enclosed in each despatch. The items to be forwarded shall be enclosed in blue and orange airmail bags, in accordance with the provisions of these Regulations. The bags shall be listed on a separate delivery bill (AV-7) accompanying the despatch.

Article-2

Exchange of Information

Each Administration shall communicate to the other all information required in connection with the working of the service. Any amendment to the information provided for should be notified without delay, if need be by telegram, teler or telephone.

Article-3

Make-up of items

Every item shall fulfil the following conditions:

- 1.The full name and address of both the sender and the addressee shall be written in clear Roman characters and in Arabic figures on a special label securely attached to the item.
- 2.Each item shall be packed and closed:
 - in a manner appropriate to the weight and the nature of its contents.
 - so as to effectively protect contents from damage by pressure in handling during conveyance and by detection equipment.
 - so as not to present any danger of injury to officials called upon to handle it or to soil or damage other mail or postal equipment.
- 3.Each item shall be endorsed "EMS" when posted in TAIWAN and "EMS" when posted in Czechoslovakia.

Article-4

Formalities by the sender

- 1.The present service shall be restricted to the conveyance of items requiring C-1 Customs label and C-2/CP-3 Customs declarations, as the case may be.
- 2.Customs declarations and invoices shall be required upon introduction of the Merchandise Service in accordance with Article 4(C) of the Agreement.
- 3.The administration shall accept no responsibility as regards the accuracy of customs declarations.

Article-5

Formalities by the office of origin

The office of origin shall be responsible to ensure compliance

with the preceding article 3 and 4 and to indicate on the items the name of the office of posting.

Article-6

Documentation

- 1.Upon despatch, each item shall be advised individually on EMS Advice. If there are no items to be sent, no "NIL" advice shall be sent.
- 2.The delivery bill (AV 7) and the special advice shall be marked "EMS" and shall indicate the number of bags composing the despatch.

Article-7

Make-up of mails

- 1.Items shall be enclosed in the special blue or orange airmail bags which shall be closed and sealed.
- 2.Bags shall bear a label indicating the date and the number of the despatch, the name of the office of origin and the name of the office of destination.
- 3.Each bag label shall bear, either within its format, or attached to it as a backing label, the blue/orange chevron indicator which is the identification symbol for this service.

Article-8

Despatches received from the other administration shall be checked against the AV-7. The contents shall be checked against the Advice or the special EMS form used.

Article-9

Notification of irregularities

- 1.Notification of irregularities concerning the despatch or its contents shall be done in accordance with the provisions of the Universal Postal Convention, if need be by telegram, telex or telephone.
- 2.The office of origin and destination shall then take the necessary action in accordance with its local legislation.

Article-10

Missent item or bag

The office of exchange receiving missent items or bags shall ta-

ke into the following action:

1. Forward the items or bags to the office of destination by the first available flight.
2. Advise both the offices of origin and destination of the action taken, indicating details of the items or bags and the flight used for the onward transmission.

Article-11

Entry into force duration of these Regulations

These Regulations shall come into force on the day on which the Agreement comes into operation and shall have the same duration thereof.

Done in duplicate and signed at Taipei on the 28th day of June 1991 and at Praha on the day of 12th June 1991.

FOR THE POSTAL ADMINISTRATION OF TAIWAN, ROC

[Signed]

Hosheng Hsia

Director General of Posts

FOR THE POSTAL ADMINISTRATION OF THE CZECH AND SLOVAK

FEDERATIVE REPUBLIK

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In. Eva Janigov'a,
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