

法規名稱：MEMORANDUM OF UNDERSTANDING CONCERNING THE EXCHANGE OF INTERNATIONAL SPEEDPOST/EXPRESS MAIL SERVICE BETWEEN THE POSTAL ADMINISTRATIONS OF THE REPUBLIC OF CHINA AND TOGO (AD.1988.8.22)

簽訂日期：民國 77 年 08 月 02 日

生效日期：民國 77 年 03 月 01 日

Article 1

Purpose of the Memorandum

This Memorandum regulates the reciprocal exchange of International Speedpost/Express Mail items between contracting administrations.

Article 2

Definitions

The terms used hereafter bear the following significance :

- 1 Programmed Service -- The service which allows the sender to send items to an addressee in accordance with a previously fixed schedule, on the basis of a contract.
- 2 On-demand Service - The service which allows the sender to send items to an addressee without a previously fixed schedule and upon a contractual or non-contractual basis.

Article 3

Programmed Service

- 1 Each administration 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 their items to a designated addressee.
- 2 Each administration supplies the other administration 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 services.
- 3 When a contract for programmed service is concluded, each administration shall provide the other administration the following information, at least ten days before the service Comes into operation ;
 - a) The contract number of the user concerned in each despatch ;
 - b) The names and addresses of the sender and the addressee ;
 - c) The days on which items are to be despatched;
 - d) Flights to be used ;
 - e) Time of delivery of the item, determined during the preliminary enquiry ;
 - f) The date fixed for the despatch of the first item.
- 4 Similar notices shall also be given to the receiving adminis-

tration before a service is altered or terminated.

Article 4

On--demand Service

- 1 Each administration offers an on-demand service, operated on a contractual or non--contractual basis.
- 2 Each administration supplies the other with a list of localities to which Speedpost / EMS items may be sent.
- 3 Each administration 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 despatch of the said items, and shall take into account the time of arrival at the exchange office of destination.
- 4 Each administration informs the other of all the identifying marks or figures used for on-demand service.

Article 5

Admissible Articles

- 1 Letter post material of no intrinsic value, e.g. : -- Business papers, computer data (including punched cards or tapes, magnetic tapes, listings, microfilm etc.).
- 2 Samples and merchandise should be accompanied by a C1 or C2/CP 3 form.

Article 6

Fees to be Paid by the Sender

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

Article 7

Expenses and Fees to be Paid by the Addressee

Each administration is authorised to collect from the addressee the customs charges and any other fees.

Article 8

postage

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

Article 9

Prohibitions

The prohibitions of the Universal Postal Convention shall apply in all cases.

Article 10

Customs Inspection

- 1 All pouches or packages subject to customs examination shall be resealed by the customs officers and indication of such inspection shall be evident by a customs seal or stamp.
2. The parties shall undertake to expedite customs clearance of incoming items, to ensure delivery to addressee within the shortest possible time.

Article 11

Size and Weight Limits

- 1 The limit of size of each item shall be 1.5 metres for any one dimension nor 3 metres for the sum of the length and the girth.
- 2 The weight limit of each item shall not exceed 20 kilograms.

Article 12

Treatment of Items Wrongly Accepted

- 1 When an item containing an article prohibited under Article 9 has been wrongly admitted to the post, the prohibited article is dealt with according to the legislation of the administration establishing its presence.
- 2 When the weight or the dimension of an item exceed the limits established under Article 11, it is returned to the administration of origin as an International Speedpost / EMS item if the regulations of the administration of destination do not permit delivery.
- 3 When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin is informed how the item has been dealt with and of the reasons justifying such treatment.

Article 13

Undeliverable Items. Return to Origin

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

Article 14

Items or Bags Arriving out of Course and to be Redirected

Each item or bag arriving out of course is redirected at no charge to its proper destination by the most direct route used by the administration which has received the items or bags.

Article 15

Enquiries

- 1 Each administration 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 16

Remuneration in the Case of Imbalance

- 1 At the end of each year, the administration which has received a larger quantity of International Speedpost/EMS items than it has sent during that year shall have the right to collect from the other administration as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.
- 2 Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.
- 3 Modifications of the imbalance charge may be made as follows :
 - a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.
 - b) To be applicable, any such modification of the-imbalance charge must :
 - (i) be communicated to the other administration at Least three months in advance ;
 - (ii) remain in force for at least one year.
- 4 No imbalance charge shall be collected if the difference in the number of items exchanged is less than one hundred.

Article 17

Expenses for Domestic Air Transport within the Country of Destination

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

Article 18

Transit Despatches

- 1 The administrations shall agree to provide transit by air for despatches sent via their respective services. They will advise one another of reforwarding and transit facilities.
- 2 In accordance with Paragraph 1 above, each administration shall undertake to provide transit for despatches addressed to or originating from another administration with which EMS items are exchanged, and advise the approximate time required for carrying out this service.

Article 19

Liability of Administration

Each administration decides its own compensation policy in the case of loss, damage, theft or delay. Payment of compensation, if any, is to be the sole responsibility of the administration. Neither administration may claim indemnification from the other administration, unless previously agreed.

Article 20

Temporary Suspension of Service

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

Article 21

Application of the Convention

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

Article 22

Duration of Memorandum

The Memorandum will remain valid for six months after notice of termination is given by one or other of the contracting administrations. The administrations can agree to extend this period to one year.

Article 23

Effective Date

The present Memorandum becomes effective on March 1, 1988

FOR THE POSTAL ADMINISTRATION OF THE REPUBLIC OF CHINA

[Signed]

Charles C. Y. Wang

Director General of Posts

Taipei

Date : February 10, 1988

FOR THE POSTAL ADMINISTRATION

OF TOGO

[Signed]

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