

## 特快專遞服務/本地郵政速遞服務 服務條款

### 1. 釋義

除文意另有所指或不容許外，下列詞語的涵義如下：

- (a) “特快專遞服務”及“本地郵政速遞服務”指由香港郵政署署長(以下稱為“署長”)按照下文所列條款及條件提供的特快專遞服務及本地郵政速遞服務。
- (b) “客戶”指要求署長提供特快專遞服務/本地郵政速遞服務(以適用者為準)而其詳情/詳細資料載於《服務申請表格》內的一方。
- (c) “《合約》”指由《服務申請表格》、本《服務條款》、《歡迎信》及《特快專遞服務指南》/《本地郵政速遞服務單張》(以適用者為準)組成的本《合約》。
- (d) “《服務申請表格》”指由署長擬備並經由要求提供特快專遞服務/本地郵政速遞服務(以適用者為準)的客戶簽署的表格。
- (e) “《特快專遞服務指南》”指由署長發出的《香港郵政「特快專遞」服務指南》(文件編號 Pos15A)。
- (f) “《本地郵政速遞服務單張》”指就本地郵政速遞服務而發出的服務單張。
- (g) “《歡迎信》”指由署長發出以確認接受客戶申請的信件。
- (h) “生效日期”指《歡迎信》中指明的特快專遞服務/本地郵政速遞服務(以適用者為準者)的服務生效日期。
- (i) “收件地址”指《服務申請表格》中指明收取郵包的地址。
- (j) “收費”指客戶因使用特快專遞服務/本地郵政速遞服務(以適用者為準)而須繳付的郵資，收件費及行政費。
- (k) “《櫃位領件服務》”指由署長向客戶提供本地郵政速遞服務中的投寄及領件服務，詳情見下文第 9A 條。

### 2. 生效日期及有效期

特快專遞服務/本地郵政速遞服務(以適用者為準)將於生效日期當日開始，為期最少 2 個月，及其後直至任何一方在 14 個工作天前以書面形式通知另一方終止為止。

### 3. 前訂協議

由生效日期當日起，本《合約》即取代署長及客戶先前就特快專遞服務/本地郵政速遞服務(以適用者為準)而訂立的任何協議。

### 4. 行政費

- (a) 除非得到署長豁免，否則客戶每次使用本地郵政速遞服務(按時或按要求上門)，均須支付《本地郵政速遞服務單張》內列明的行政費。
- (b) 至於本地郵政速遞服務，不論屬按時收件或按時收件，若到戶時未有郵包收取，每次收件的最低費用為《本地郵政速遞服務單張》中列明的行政費，如客戶事先通知署長取消收件則除外。客戶如要取消按時上門收件，須於 24 小時前通知。

### 5. 按金及預繳款項(只適用於特快專遞服務)

- (a) 署長有權隨時要求客戶向香港郵政繳付按金及/或預繳款項、作為客戶繳付特快專遞服務收費的保證。署長可全權酌情決定按金及預繳款項的款額。
- (b) 在不損害《合約》下的任何其他權利或補救的原則下，署長有權從客戶的按金及/或預繳款項中扣除客戶因使用特快專遞服務而須繳付但未繳付的任何收費款項。
- (c) 除上文另有規定外，當署長終止向客戶提供此項特快專遞服務時，會按照本《服務條款》的條文，從按金及/或預繳款項中扣除應扣除的款項，然後將餘額無息退回客戶。

### 6. 本地郵政速遞服務收費

- (a) 客戶每月須繳付的費用為《本地郵政速遞服務單張》價格表列明的服務費另加第 6(b)條指明的超重物件所招致的額外收費，另加行政費用(以適用者為準)。
- (b) 如客戶投寄物件的重量超出署長就本地郵政速遞服務訂立的重量限制，則會按《本地郵政速遞服務單張》內由署長訂明的現行收費率就超重的物件向客戶徵收額外收費。

## 7. 暫停服務(只適用於本地郵政速遞服務)

客戶可在 14 個工作天前以書面形式通知署長要求暫停本地郵政速遞服務。

- (a) 收到客戶的書面通知後，署長須於下一個月的首天起暫停本地郵政速遞服務。
- (b) 本地郵政速遞服務的客戶在暫停服務後 3 個月如仍未要求恢復有關服務，署長可隨時終止或暫停該項本地郵政速遞服務。
- (c) 客戶可在 24 小時前以書面形式通知署長要求恢復已暫停的本地郵政速遞服務。
- (d) 如在暫停服務期間有郵件收寄，則客戶同意恢復本地郵政速遞服務。

## 8. 信貸額

署長可全權酌情決定給予客戶的信貸額。

## 9. 收件服務

- (a) 署長同意按照客戶在《服務申請表格》上指定的收件安排向客戶提供收件服務。
- (b) 特快專遞服務的客戶如要求提供收件服務，必須按照《特快專遞服務指南》內列明的規定通知署長。本地郵政速遞服務的客戶如在《服務申請表格》上指定按要求收件，則客戶要求提供收件服務時，必須按照《本地郵政速遞服務單張》內列明的規定通知署長。署長一經接獲通知，必須安排從客戶在《服務申請表格》上指定的收件地址收取郵包。
- (c) 客戶可在 14 個工作天前以書面形式通知署長要求更改收件地址。

### 9A 櫃位領件服務

- (i) 客戶如欲使用本地郵政速遞櫃位領件服務(「櫃位領件服務」)，必須登記成為「投寄易網上平台」用戶，並持有該平台的帳戶，才可透過「投寄易網上平台」申請櫃位領件服務(「申請」)。署長只會接受經「投寄易網上平台」提交的申請。
- (ii) 本地郵政速遞櫃位領件服務費用須以信用卡支付，付款方法與「投寄易網上平台」服務的方法相同。署長只會在客戶按上述方法全數繳付本地郵政速遞櫃位領件服務的費用後，方會處理其申請。
- (iii) 每當「投寄易網上平台」出現確認頁面，即表示申請已獲署長接受。
- (iv) 申請一經署長接受，不得撤回。
- (v) 每件郵件須符合本地郵政速遞服務單張訂明的體積及重量上限。
- (vi) 客戶須向署長提供其本人及指定收件人(「收件人」)的正確電郵地址，以便署長向客戶發出電郵通知(「電郵通知」)和向收件人發出領件通知(「領件通知」)，以及其他所需資料。如因客戶提供的資料不正確或資料不全以致電郵通知或領件通知未能或延遲發送，署長概不負責。
- (vii) 收件人在收到領件通知後，須通過領件通知內的超連結設定領件編碼(「編碼」)。收件人在郵政局領件時，須提供領件通知列印本，有效身分證明文件和編碼，以供核證。收件人在領件前須把編碼保密，不得向任何第三方披露。收件人如因遺失或向任何第三方披露該編碼而引致或附帶引致的任何損失、損壞或開支，署長概不負責。
- (viii) 任何郵件如在電郵通知發出後 14 天內仍未領取，署長會把郵件退回該客戶。客戶現確認並授權署長把有關郵件退回客戶。
- (ix) 客戶選定領件郵政局後，郵件不得再作轉遞。
- (x) 儘管本條款及條件其他條文另有規定，署長有權拒絕任何申請，無須給予任何理由。
- (xi) 「投寄易網上平台」服務的條款及條件同樣適用於櫃位領件服務，並會在適當範圍內加入本條款及條件。除非另有訂明，「投寄易網上平台」條款及條件內界定的用語和字句如在本地郵政速遞服務的服務條件中出現，具相同涵義。
- (xii) 客戶如未能或延遲收到由署長或其服務供應商伺服器發出，或署長以其他方式發送予客戶或收件人(視何種情況而定)指定電郵地址的電郵通知或領件通知而蒙受損失，署長概不負責。
- (xiii) 由署長、政府或署長指定負責發出電郵通知或領件通知的任何電訊公司，不會就未能或延遲向客戶或收件人發送資料或資料出錯等事宜負上法律責任。特別是署長、政府或有關電訊公司不會就其合理控制範圍外任何不可抗力的事件或其他原因(包括但不限於客戶的電訊設備因任何原因失靈而無法接收信息、電訊故障、機械問題、路徑失效、機件失靈、技術故障、設備或裝置中斷或準確與否)所引致的任何後果負責。
- (xiv) 如因使用櫃位領件服務而可能導致客戶或收件人的資料、軟件、電腦、電訊設備或其他設備出現任何損失或損壞，署長概不負責。
- (xv) 負責為櫃位領件服務提供支援的第三方(包括但不限於電訊公司、系統營運商和互聯網服務供應商)既非署長的代理人或合夥人，亦非署長的代表。署長與此等第三方不存在任何代理、合夥、聯營或其他關係。署長不會就第三方的任何作為或不作為而直接、間接或相應引致的任何損失或損壞負上法律責任。

## 10. 補付郵費(只適用於特快專遞服務)

如郵包實際需付的郵資超過蓋於郵包上的郵印資款額或超過貼於郵包上的郵票面值(視屬何種情況而定)，則客戶必須應署長的要求繳付所超出的款項，或署長可行使其全權酌情決定權，從第五條所提述的按金中扣除任何超出的款額。

## 11. 特快專遞服務/本地郵政速遞服務的目的地

- (a) 根據本《服務條款》提供的特快專遞服務，只限於香港郵政已開設特快專遞服務所達的投遞目的地。
- (b) 本地郵政速遞服務(以適用者為準)，只限於在《本地郵政速遞服務單張》內署長所訂的本地郵政速遞服務(以適用者為準)的服務地區範圍內投寄郵包。
- (c) 署長同意按《本地郵政速遞服務單張》內訂明的本地郵政速遞服務(以適用者為準)的服務標準派遞郵包，但投寄目的地必須是上文第 11(b)條所提及的服務地區範圍內。

## 12. 繳付收費

- (a) 如客戶沒有預繳收費/服務費(以適用者為準)，則署長必須於每月最後一天或之後發出發票，發票上顯示在該月份提供特快專遞服務/本地郵政速遞服務(以適用者為準)的收費/服務費(以適用者為準)。客戶必須於發票上指明的到期日或該日之前向署長悉數清繳發票所示的款項，不論客戶對該筆款額是否有任何爭議。
- (b) 如署長和客戶之間就香港郵政要求支付的任何費用有任何爭議，則香港郵政的簿冊及紀錄即屬客戶曾招致所有該等費用(如適用)的不可推翻證據。

## 13. 包裝

- (a) 每件郵包必須按署長所規定的方式寫上收件人的姓名或名稱及地址，並附有署長所規定的其他文件。當客戶根據特快專遞服務/本地郵政速遞服務(以適用者為準)投寄(如有的話)任何郵包時，署長會向客戶發出投寄證明書。
- (b) 每件郵包必須以合理堅韌程度而又適合其內載物的封皮包裹，使內載物的任何部份只有在破啟或撕開箱盒、包裝物或封皮，或將互相黏貼的兩面強行分開，或破壞加封物的情況下，方能被移去。
- (c) 任何裝載於郵包中的物品必須妥善包裝，避免在傳送過程中損壞，尤其是：
  - i) 易破碎的物品必須包裝在具足夠強度的容器中，並在容器內圍以足夠及適合的物料，避免物件因遇到郵包在傳送過程中通常遇到的震盪、壓擠及碰撞而損壞。客戶必須在郵包封皮上地址的上方以「中文正楷及英文大楷」顯著地註明“易碎物品小心處理 **FRAGILE WITH CARE**”的字句。
  - ii) 任何可因屈曲而損壞的物品，必須包裝在其足夠強度的容器中，避免物品在傳送過程中受到屈曲。客戶必須在郵包封皮上地址的上方以「中文正楷及英文大楷」顯著地註明“請勿屈曲 **DO NOT BEND**”的字句。

## 14. 體積及重量限制

- (a) 每件郵包的體積及重量，必須符合署長就特快專遞服務在《特快專遞服務指南》內所訂立關於體積及重量的限制。
- (b) 每件郵包的體積及重量，必須符合署長就本地郵政速遞服務(以適用者為準)在《本地郵政速遞服務單張》及香港郵政網頁內所訂立的體積及重量限制。若服務單張與香港郵政網頁有歧異，則以香港郵政網頁版本為準。

## 15. 豁免

根據特快專遞服務/本地郵政速遞服務(以適用者為準)獲接受傳送的每件郵包，必須是在《郵政署條例》的條文以及根據該條例而訂立的規例及規則的規限下派遞的。客戶要特別留意該條例第七條豁免法律責任而訂定的條文，其內容如下：

- (1) 不論郵包是否掛號，政府均無須因郵包的遺失、無法派遞或延誤，或因郵包的任何損壞而招致任何法律責任。
- (2) 郵政署人員無須因上述的遺失、無法派遞、錯誤派遞、延誤或損壞而招致任何法律責任，但有欺詐或故意行為不當者，則屬例外。

為免生疑問，署長與客戶現明確同意根據特快專遞服務/本地郵政速遞服務(以適用者為準)傳送的郵包並非掛號郵件。

## 16. 預防措施

署長必須採取一切合理預防措施，防止未獲授權的人接觸到郵包或其內載物，並防止郵包或其內載物遺失或損壞。

## 17. 終止服務

在不損害署長先前已享有的任何權利或補救的原則下，署長可隨時在下列任何事件發生時立即終止特快專遞服務/本地郵政速遞服務(以適用者為準)：

- (a) 客戶逾期仍未繳付須付的收費/服務費(以適用者為準)；
- (b) 客戶違反本《服務條款》所載的任何條款及條件；
- (c) 有關特快專遞服務，客戶沒有繳付上文第 5 條指明的按金/或預繳款項；
- (d) 如收費/服務費(以適用者為準)超過上文第 8 條指明的信貸額；
- (e) 客戶(如屬公司)已委任接管人或清盤人，或通過清盤決議(為合併或重組而進行清盤則除外)或法庭作出有如此效力的命令；或客戶(如屬合夥)已解散；或客戶(如屬個人)可能有破產令針對其發出或已死亡；或客戶(不論是否屬公司)與其債權人達成任何債務重整協議或安排，或無力償債。
- (f) 如本地郵政速遞服務如上文第 7 條被暫停超過 3 個月。

**18. 完整協議**

本《合約》取代雙方先前就本《合約》所關乎的事項而訂立的所有協議、安排及承諾，成為雙方就上述事項而訂立的完整協議。

**19. 更改**

署長可藉在郵政署展示單張或材料或藉將書面通信郵遞或傳真至《服務申請表格》上所示的地址而不時更改、修改及取消本《合約》的條款，上述更改、修改及取消在署長展示有關單張或材料後或投寄或傳真有關通知後即告生效。

文意如有歧異，概以英文版本為準

## CONDITIONS OF SERVICE FOR THE PROVISION OF SPEEDPOST SERVICE / LOCAL COURIERPOST SERVICE

### 1. DEFINITION

Unless the context otherwise requires or permits, the following expressions shall have the following meanings:-

- (a) "Speedpost Service" and "Local CourierPost Service" respectively means the Speedpost Service and Local CourierPost Service provided by the Postmaster General ("the PMG") in accordance with the terms and conditions as hereinafter appearing.
- (b) "Customer" means the party requesting the provision of the Speedpost Service / Local CourierPost Service by the PMG (as appropriate) and whose particulars appear in the Service Application Form.
- (c) "Contract" means this contract comprising of the Service Application Form, this Conditions of Service, the Welcome Letter and the Speedpost Service Booklet / Local CourierPost Service fact sheet (as appropriate).
- (d) "Service Application Form" means the application form prepared by the PMG and signed by the Customer requesting for the provision of Speedpost Service / Local CourierPost Service (as appropriate).
- (e) "Speedpost Service Booklet" means the Hongkong Post Speedpost Service Guide Book of Document Number Pos 15A issued by the PMG.
- (f) "Local CourierPost Service fact sheet" means the service fact sheet for the Local CourierPost Service.
- (g) "Welcome Letter" means the letter issued by the PMG to confirm his acceptance of the Customer's application.
- (h) "Commencement Date" means the Speedpost Service / Local CourierPost Commencement Date (as appropriate) as specified in the Welcome Letter.
- (i) "Pick up Address" means the address specified in the Service Application Form where postal packets are to be collected.
- (j) "Charges" means the Postage, Collection and Administration Fee payable by the Customer for the Speedpost Service / Local CourierPost Service (as appropriate).
- (k) "Counter Collection Service" means the service provided by the PMG to the Customer in relation to the posting and collection of a postal item under the Local Courier Service as more particularly described in Clause 9A hereof.

### 2. COMMENCEMENT AND DURATION

The Speedpost Service / Local CourierPost Service (as appropriate) shall commence from the Commencement Date and shall continue for a period of 2 months and thereafter until terminated by either party giving to the other fourteen (14) working days prior written notice.

### 3. PREVIOUS AGREEMENT

Any previous agreement in respect of the Speedpost Service / Local CourierPost Service (as appropriate) between the PMG and the Customer shall be superseded by this Contract with effect from the Commencement Date.

### 4. ADMINISTRATION FEE

- (a) An administration fee for Local CourierPost Service (On Demand and Scheduled Collection), at the prevailing rate as specified in the Local CourierPost Service fact sheet shall be payable by the Customer for each called pick-up order unless otherwise waived by the PMG.
- (b) For Local CourierPost Service, an administration fee as specified in the Local CourierPost Service fact sheet shall be payable by the Customer if no item is collected unless sufficient prior notice is given by the Customer to the PMG for the cancellation of the collection order. For Scheduled Collection, twenty-four (24) hours prior notice for the cancellation is required.

### 5. DEPOSIT AND ADVANCE PAYMENT (Applicable to Speedpost Service Only)

- (a) The PMG shall have the right at any time to require the Customer to provide a deposit and/or advance payment to Hongkong Post as security for payment of the Charges for the Speedpost Service. The amount of the deposit and advance payment shall be determined by the PMG at his sole discretion.
- (b) The PMG, has the right, without prejudice to any other rights or remedies hereunder, to deduct from the deposit and/or advance payment the amount of any outstanding Charges payable by the Customer for the Speedpost Service.
- (c) Subject as aforesaid, upon the termination of this Speedpost Service with the Customer, the deposit and/or advance payment will be returned to the Customer without interest and after deductions made by the PMG in accordance with the provisions of this Conditions of Service.

### 6. CHARGES FOR LOCAL COURIERPOST SERVICE

- (a) The monthly Charges payable by the Customer will be calculated at the prevailing charge rates as specified in the Local CourierPost Service fact sheet and the charges incurred by the overweight item(s) as specified in clause (6.b), and the administration fee (as appropriate).
- (b) Additional charge, subject to the prevailing rate of charges imposed by the PMG as stipulated in the Local CourierPost Service fact sheet, will be levied on item(s) with weight over the limit for the Local CourierPost Service as laid down by the PMG.

## **7. SERVICE SUSPENSION (Applicable to Local CourierPost Service Only)**

The Customer may request to suspend the Local CourierPost Service by giving to the PMG fourteen (14) working days prior written notice to that effect.

- (a) The PMG shall suspend the Local CourierPost Service on the first date of the month after the above notice has been given to him by the Customer.
- (b) The PMG may terminate or suspend the Local CourierPost Service if such Service is not resumed after 3 months of suspension by the Customer.
- (c) The Customer may request to resume the suspended Local CourierPost Service by giving to the PMG twenty-four (24) hours prior written notice to that effect.
- (d) The Customer agrees to resume the suspended Local CourierPost Service if postal packet is posted during the period of suspension.

## **8. CREDIT LIMIT**

A credit limit of amount as determined by the PMG at his sole discretion is available to the Customer.

## **9. COLLECTION SERVICE**

- (a) The PMG agrees to provide the collection service to the Customer in accordance with the Collection Arrangement as determined by the Customer in the Service Application Form.
- (b) For Speedpost Service, the Customer shall give the PMG notification for requesting the collection service in accordance with the notification requirements as stipulated in the Speedpost Service Booklet. For Local CourierPost Service, if the Collection Arrangement as determined by Customer in the Service Application Form is On Demand Collection, the Customer shall give the PMG notification for requesting the collection service in accordance with the notification requirements as stipulated in the Local CourierPost Service fact sheet. Upon receipt of such notification, the PMG shall collect the postal packets from the Pick up Address as specified by the Customer in the Service Application Form.
- (c) The Customer may request to change the Pick up Address by giving to the PMG fourteen (14) working days prior written notice to that effect.

### **9A COUNTER COLLECTION SERVICE**

- (i) Customer wishing to use the Counter Collection Service for Local CourierPost ("Counter Collection Service") should register himself as a user of the EC-Ship Online Portal and holds an Account of the Portal. The Customer can then order the Counter Collection Service via the EC-Ship Online Portal ("Order"). The PMG will only accept the Order via the EC-Ship Online Portal.
- (ii) Payment of the Charges for the Local CourierPost with Counter Collection Service shall be made by credit card in the same manner as the payment methods for the EC-Ship Online Portal Services. The PMG will only process the Customer's Order for the Counter Collection Service of Local Courier Post upon full payment of the Charges in accordance therewith .
- (iii) An Order will be treated as being accepted by the PMG upon the display of the Order confirmation page via the EC-Ship Online Portal to the Customer.
- (iv) Once an Order is accepted by the PMG, the Order is irrevocable.
- (v) Every posting item shall comply with the size and weight limits as laid down in the Local CourierPost Service fact sheet.
- (vi) The Customer shall provide to the PMG the correct email addresses for both the Customer and the designated recipient ("the Recipient") for receiving the email notification to the Customer ("the Email Notification") and the item collection notification to the Recipient ("the Collection Notification"), and other necessary information. The PMG shall not be responsible for any failure or delay in sending the Email Notification or the Collection Notification caused by any inaccurate or incomplete information provided by the Customer..
- (vii) The Recipient shall set a collection code ("the Code") upon the receipt of the Collection Notification via the hyperlink available in the Collection Notification. The Recipient shall bring a printed copy of the Collection Notification, valid proof of identity and provide the Code for verification when collecting the item at the post office. The Recipient shall keep the Code confidential and shall not disclose it to any third party before picking up the item from the post office. The PMG shall not be liable for any loss, damage or expense suffered or incurred as a result of or incidental to the loss or disclosure of the Code to any third party by the Recipient.
- (viii) Any item which is not collected within fourteen (14) days after the date of the Email Notification will be returned to the Customer by the PMG. The Customer hereby acknowledges and authorizes the PMG to return the item to the Customer.
- (ix) No redirection is allowed after the Customer selects the post office for collection of the item.
- (x) Notwithstanding any other provisions in these Terms and Conditions, the PMG is entitled to reject any Order without giving any reason.
- (xi) The Terms and Conditions for the provision of the EC-Ship Online Portal Services shall apply equally to the Counter Collection Service and are incorporated herein by reference to the extent applicable. Terms and expressions defined in the EC-Ship Online Portal Terms and Conditions shall have the same meanings when used in these Conditions of Service for the Provision of Local CourierPost Service unless otherwise provided.
- (xii) If the Email Notification or Collection Notification has been sent to the Customer's or the Recipient's (as the case may be) designated email address from the server of the PMG or PMG's service provider, or have been otherwise provided by PMG, PMG shall not be held liable if the Customer suffers loss due to any failure or delay to receive the Email Notification or Collection Notification.
- (xiii) Neither PMG, the Government, nor any of the telecommunications companies which may be designated by PMG for the purposes of providing the Email Notification and Collection Notification will be liable for any failure or delay in transmitting information to the Customer or Recipient or any error in such information. In particular, neither PMG, the Government, nor any such telecommunications companies shall be held liable for any of the consequences arising from any force majeure event or any other cause beyond the reasonable control of PMG, the Government, or such telecommunications company including without limitation the failure of the Customer's telecommunications equipment to receive information for whatever reasons, any telecommunications breakdown, mechanical failure, path failure, malfunction, technical breakdown, interruption or accuracy of equipment or installation.

- (xiv) The PMG shall not be held liable for any loss or damage that may be caused to the Customer's or Recipient's data, software, computer, telecommunications equipment or other equipment in their use of the Counter Collection Service.
- (xv) The third parties (including without limitation, telecommunications companies, systems operators and internet service providers) supporting the Counter Collection Service are not agents or partners of PMG and do not represent the PMG. There is no agency, partnership, joint venture or other relationship between these third parties with PMG. PMG is not liable for any losses or damages, direct, indirect or consequential caused by any acts or omissions of the third parties.

#### **10. REIMBURSEMENT (Applicable to Speedpost Service Only)**

In the event that the actual postage payable is greater than the amount of postage impression franked on the postal packets or (as the case may be) the value of the stamps on the postal packets, the Customer shall, upon demand by the PMG, pay the amount of any excess, or the PMG may at his sole discretion deducts the amount of any excess from the deposit referred to in clause (5).

#### **11. SPEEDPOST SERVICE / LOCAL COURIERPOST SERVICE IN DESTINATION**

- (a) The Speedpost Service provided under this Conditions of Service is available only if Hongkong Post has established the Speedpost Service to that destination.
- (b) The Local CourierPost Service (as appropriate) is available only for posting of postal packets within the Service Area as laid down for the Local CourierPost Service (as appropriate) by the PMG in the Local CourierPost Service fact sheet.
- (c) Provided that the destination for posting is within the Service Area as mentioned in clause (11.b) above, the PMG agrees to deliver the Local CourierPost Service (as appropriate) postal packets at the service standards as stipulated in the Local CourierPost Service fact sheet.

#### **12. PAYMENT OF CHARGES**

- (a) The PMG shall, where payment of Charges has not been made in advance, on or after the last day of each month, send an invoice showing the Charges due in respect of the Speedpost Service / Local CourierPost Service (as appropriate) provided during the said month and the Customer shall pay to the PMG the full amount shown on the said invoice on or before the Due Date as specified in the invoice hereof, notwithstanding any dispute by the Customer of the amount.
- (b) In the event of any dispute between the PMG and the Customer relating to any Charges billed by Hongkong Post, the books and records of Hongkong Post shall be conclusive evidence of all such Charges incurred by the Customer.

#### **13. PACKING**

- (a) Every postal packet shall be addressed in such manner and accompanied by such other documents as the PMG may require. At the time of posting (if any) of any postal packet under the Speedpost Service / Local CourierPost Service (as appropriate), a certificate of posting will be given by the PMG to the Customer.
- (b) Every postal packet shall be made up in a reasonably strong cover appropriate to its contents, so that no part of the contents can be removed without either breaking or tearing the case, wrapper or cover, or forcing two adhesive surfaces apart, or breaking a seal.
- (c) Any article contained in the postal packet shall be adequately packed in order to be protected against damage in the course of transmission and in particular:
  - (i) An article which is of a fragile nature shall be packed in a container of sufficient strength and shall be surrounded in that container with sufficient and suitable material to protect the article against the effect of concussion, pressure and knocks to which postal packets are ordinarily exposed in transmission, and the postal packet shall bear the words "FRAGILE WITH CARE" written conspicuously in capital letters on the face of the cover above the address.
  - (ii) An article which is liable to be damaged by bending shall be packed in a container of sufficient strength to prevent the article from being bent in transmission, and the postal packet shall bear the words "DO NOT BEND" written conspicuously in capital letters on the face of the cover above the address.

#### **14. LIMIT ON SIZE AND WEIGHT**

- (a) Every postal packet shall comply as to size and weight limits for the Speedpost Service as laid down by the PMG in the Speedpost Service Booklet.
- (b) Every postal packet shall comply with the size and weight limits for the Local CourierPost Service (as appropriate) as laid down by the PMG in the Local CourierPost Service fact sheet and the HongKong Post website. In case of discrepancy between the service fact sheet and the website, the website version shall prevail.

#### **15. EXEMPTION**

Every postal packet accepted for transmission under this Speedpost Service / Local CourierPost Service (as appropriate) shall be delivered subject to the provisions of the Post Office Ordinance, and the Regulations and Rules made thereunder. In particular, the Customer's attention is drawn to the exemption from liability provided for in section 7 of the said Ordinance which reads as follows:

- (1) The Government shall not incur any liability by reason of the loss, non-delivery, misdelivery or delay of any postal packet, or by reason of any damage to any postal packet, whether registered or not.
- (2) No officer of the Post Office shall incur any liability by reason of such loss, non-delivery, misdelivery, delay or damage, except in the case of fraud or wilful misbehaviour.

For the avoidance of doubt, it is expressly agreed by the PMG and the Customer that the postal packet transmitted under the Speedpost Service / Local CourierPost Service (as appropriate) is not a registered item.

#### **16. PRECAUTIONS**

The PMG shall take all reasonable precautions to prevent unauthorized persons from having access to the postal packets or their contents and shall also take all reasonable precautions against loss of or damage to the same or their contents.

## **17. TERMINATION**

Without prejudice to any antecedent rights or remedies of the PMG, the PMG may terminate the Speedpost Service / Local CourierPost Service (as appropriate) forthwith at any time in any of the following events:

- (a) If Charges payable hereunder remain unpaid after becoming due;
- (b) If the Customer commits a breach of any of the terms and conditions contained herein;
- (c) For Speedpost Service, if the Customer fails to pay the deposit and/or advance payment specified in clause (5) hereof;
- (d) If the Charges payable hereunder is higher than the amount of credit limit as mentioned in clause (8) hereof;
- (e) If the Customer, being a company, shall have a receiver or liquidator appointed or shall pass a resolution for winding-up (otherwise than for the purpose of amalgamation or reconstruction) or a court shall make an order to that effect or being a partnership shall be dissolved or being an individual is liable to have a bankruptcy order against him or shall die or if the Contractor (whether a company or not) shall enter into any composition or arrangement with its creditors or shall become insolvent.
- (f) If the Local CourierPost Service has been suspended by the Customer for a period of 3 months under Clause 7 hereof.

## **18. ENTIRE AGREEMENT**

This Contract supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof.

## **19. VARIATION**

The terms of this Contract is subject to variation, modifications and cancellation therein made by the PMG from time to time by leaflet or material displayed at the Post Offices or written communication by post or facsimile to the address as appeared in the Service Application Form and such variation, modification and cancellation shall be effective after the display of such leaflet or material or after postage of such notices or after transmitted by facsimile.