

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 Posting Guide of Document Number Pos 15A/2 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. COMPENSATION – LIABILITY FOR LOSS, DAMAGE OR DELAY

Every packet shall be accepted for transmission by Speedpost under, and subject to, the provisions of the Post Office Ordinance, and the Regulations and Rules made thereunder.

- (a) "Delivery" is defined as the usual manner of delivering postal packets to the addressee.
- (b) Compensation may be payable in respect of loss of, damage to or delay in the delivery of Speedpost items in the following manner:
- (c) Full refund of postage paid may be made in case of total loss, total damage or delay in delivery of one day or more with reference to the delivery standard for a particular destination or area published in Speedpost website (<https://speedpost.hongkongpost.hk>) on the day the item is posted*.
- (d) Compensation for direct loss up to \$1,500 may be payable if it is proved to the satisfaction of the Postmaster General that the direct loss has been sustained by the claimant as a result of the loss or damage of the Speedpost item, or the delay in delivery for not less than 7 working days (on the basis of the working days of the destination)*. Compensation amount is according to the declared value on the Certificate of Posting, content value in purchasing invoice or maximum HK\$1,500 (whichever is the lowest). The claimant must provide relevant invoice/receipt to substantiate the value of content. If no currency is specified on the Certificate of Posting, the declared value will be denominated in Hong Kong dollars. Compensation for direct loss only includes the postage refund and the value of the mail content if it is found lost or damaged, and does not include any cost incurred by subsequent posting of the mail item. If a claim is made for damage, the recipient must keep all packaging and any damaged items for inspection until the claim is resolved. The recipient can provide photographs of the item and the packaging.

* However, no compensation or postage refund is payable to Sender in case of:

- (1) Delay, return or confiscation resulted from customs clearance (Customs clearance will be counted as full day). The Customs will only inform the addressee about the progress of customs clearance.
 - (2) Delay or damage resulted from insufficient packing.
 - (3) Sending items destined to the following destinations:
Crimea, Syria, North Korea, Iran, Armenia, Kyrgyzstan, Macedonia, Moldova (Republic of), Mongolia, Turkmenistan, Venezuela, Cuba, Belarus, Libya, Myanmar, Russia, Ukraine and Uzbekistan (Republic of) &/ or United States Prohibited or United Nations Sanctioned Countries as per The Office of Foreign Assets Control ("OFAC") Regulations of the U.S. Department of the Treasury.
 - (4) Delay in or failure of delivery due to incorrect or incomplete address.
 - (5) Unclear description (e.g. sample, merchandise without detailed description of items), false, misleading or incomplete declaration that leads to failure of clearing item from customs by delivery agent, seizure or detention of the package by Customs.
 - (6) Sender's failure to provide required documents needed by import and export regulation of the destination prior to posting that leads to confiscation or return of item.
 - (7) Delay caused by pandemic; delay, loss or damage caused by disaster, political risk, strike, nuclear explosion or war.
 - (8) Content includes any of the prohibited items listed in Speedpost Posting Guide Section 2 and Section 4.
 - (9) Delay or/and failure of special services, such as request made after posting to change the name or address of addressee after posting, or to retrieve item for return to origin.
- (e) No compensation or postage refund will be provided for delivery delays for Items sent through Economy Express and EC Post Services.

19. 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.

20. 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.