

**CONDITIONS OF SERVICE FOR THE PROVISION OF
SPEEDPOST SERVICE / LOCAL COURIERPOST STANDARD SERVICE /
LOCAL COURIERPOST PREMIUM SERVICE**

1. DEFINITION

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

- (a) "Speedpost Service", "Local CourierPost Standard Service" and "Local CourierPost Premium Service" respectively means the Speedpost Service, Local CourierPost Standard Service and Local CourierPost Premium 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 Standard Service / Local CourierPost Premium 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 Booklet (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 Standard Service / Local CourierPost Premium 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 Booklet" means the service booklet of Document Number Pos902 issued by the PMG for the Local CourierPost Standard Service and Local CourierPost Premium 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 Standard / Local CourierPost Premium Service 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 Standard Service / Local CourierPost Premium Service (as appropriate).

2. COMMENCEMENT AND DURATION

The Speedpost Service / Local CourierPost Standard Service / Local CourierPost Premium 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 Standard Service / Local CourierPost Premium 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 Speedpost Service, at the rate of HK\$200 per month or such rate as may subsequently be imposed by the PMG in accordance with the Regulations made under the Post Office Ordinance, shall be payable by the Customer.
- (b) An administration fee for Local CourierPost Standard Service (On Demand and Scheduled Collection), at the prevailing rate as specified in the Local CourierPost Service Booklet shall be payable by the Customer for each called pick-up order unless otherwise waived by the PMG.
- (c) For both Local CourierPost Standard Service and Local CourierPost Premium Service, an administration fee as specified in the Local CourierPost Service Booklet 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 STANDARD SERVICE

- (a) The monthly Charges payable by the Customer will be calculated at the prevailing charge rates as specified in the Local CourierPost Service Booklet 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 Booklet, will be levied on item(s) with weight over the limit for the Local CourierPost Standard Service as laid down by the PMG.

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

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

- (a) The PMG shall suspend the Local CourierPost Standard 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 Standard 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 Standard 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 Standard 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 Standard Service and Local CourierPost Premium 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 Booklet. 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.

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 STANDARD SERVICE / LOCAL COURIERPOST PREMIUM 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 Standard Service / Local CourierPost Premium Service (as appropriate) is available only for posting of postal packets within the Service Area as laid down for the Local CourierPost Standard Service / Local CourierPost Premium Service (as appropriate) by the PMG in the Local CourierPost Service Booklet.
- (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 Standard Service / Local CourierPost Premium Service (as appropriate) postal packets at the service standards as stipulated in the Local CourierPost Service Booklet.

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 Standard Service / Local CourierPost Premium 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 Standard Service / Local CourierPost Premium 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 weight limits for the Local CourierPost Standard Service / Local CourierPost Premium Service (as appropriate) as laid down by the PMG in the Local CourierPost Service Booklet and the HongKong Post website. In case of discrepancy between the service booklet and the website, the website version shall prevail.

15. EXEMPTION

Every postal packet accepted for transmission under this Speedpost Service / Local CourierPost Standard Service / Local CourierPost Premium 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 Standard Service / Local CourierPost Premium 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 Standard Service / Local CourierPost Premium 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 Standard 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.