# N° 3804.

# COMMONWEALTH D'AUSTRALIE ET FRANCE

Arrangement concernant l'échange des colis postaux. Signé à Melbourne, le 25 juillet 1933, et à Paris, le 30 mai 1934.

# COMMONWEALTH OF AUSTRALIA AND FRANCE

Agreement for an Exchange of Postal Parcels. Signed at Melbourne, July 25th, 1933, and at Paris, May 30th, 1934.

No. 3804. — AGREEMENT <sup>1</sup> FOR AN EXCHANGE OF POSTAL PARCELS BETWEEN THE COMMONWEALTH OF AUSTRALIA AND FRANCE. SIGNED AT MELBOURNE, JULY 25TH, 1933, AND AT PARIS, MAY 30TH, 1934.

English and French official texts communicated by the Minister for External Affairs of the Commonwealth of Australia. The registration of this Agreement took place January 18th, 1936.

The undersigned, being duly authorised, have agreed, on behalf of their respective Governments, to the provisions contained in the following Articles:

#### Article 1.

There shall be a regular exchange of postal parcels both insured and uninsured between France, Corsica and Algeria on the one hand, and the Commonwealth of Australia on the other hand. The exchange shall be effected per medium of such Post Offices of the two contracting countries as may be determined by the respective Postal Administrations.

#### Article 2.

Except where they are inconsistent with the provisions of the following Articles of this Agreement, the provisions of the Universal Postal Union Parcel Post Agreement of London shall apply to the exchange of postal parcels between France and Australia.

# Article 3.

# LIMITS OF SIZE AND WEIGHT.

- (1) No parcel despatched from Australia to France may exceed 3 feet 6 inches (1.07 metres) in length and the sum of the length and of the greatest circumference measured in a direction other than that of the length shall not exceed 6 feet (1.83 metres).
- (2) No parcel despatched from France to Australia may exceed 1.05 metres in length and 54 cubic decimetres in cubical contents.
- (3) No parcel despatched from either of the contracting countries may exceed 5 kilogrammes (11 English pounds avoirdupois).
- (4) For the correct computation of the weight and cubical contents or measurements of a parcel the opinion of the Administration of origin shall be taken as final unless an obvious error has been made.
- (5) The foregoing limits of size and weight shall be subject to alteration by mutual arrangement between the Administrations concerned.

<sup>&</sup>lt;sup>1</sup> Came into force September 1st, 1934.

# Article 4.

Pending any subsequent arrangement to the contrary the sealing by means of wax or lead seals of parcels originating in the Commonwealth of Australia for delivery in France shall not be compulsory.

# Article 5.

#### POSTAGE.

- (1) The prepayment of postage shall be compulsory.
- (2) The postage shall be made up of sums accruing to the Administrations (including the Administrations of the two contracting countries) taking part in the conveyance of the parcels by land or by sea.
- (3) The Administration of each contracting country shall inform the other of the rates of postage which have been adopted and of any subsequent alteration to such rates.

#### Article 6.

#### PAYMENT FOR SEA CONVEYANCE.

- (1) The Administration of the despatching country shall bear the cost of the sea conveyance of the parcels to the country of destination.
- (2) The routes by which the parcels shall be forwarded and the ports at which the parcels shall be landed shall be determined by mutual arrangement between the two Administrations.
- (3) When one contracting country uses for the conveyance of its parcels a vessel which is under contract to the other contracting country payment for the service shall be made in accordance with the scale which the Administration providing the sea service has adopted for general application.

# Article 7.

#### INTERMEDIARY SERVICES.

- (1) The services of one contracting country may at any time be utilised by the other contracting country for the transmission of parcels to any place or country with which the former has a parcels post service.
- (2) The payment for intermediary services shall be in accordance with the scale which the creditor country has adopted for general application to transit parcels.

#### Article 8.

### EXPRESS PARCELS.

Pending any subsequent arrangement to the contrary (which may be effected by the mutual consent of the two Administrations) the service of express delivery shall not be available to parcels exchanged between the two contracting countries.

# Article 9.

### WITHDRAWAL - ALTERATION OF ADDRESS.

The service of withdrawal of a parcel from the post or alteration of address shall not be given after the parcel has been despatched from the country of origin. It shall, however, be open to the two Administrations at a later date to mutually arrange for the provision of this service under conditions satisfactory to both Parties.

# Article 10.

#### ADVICE OF DELIVERY.

The sender of an insured parcel may obtain an advice of delivery in accordance with the provisions of the Universal Postal Union Parcel Post Agreement of London, but such service shall not be given in respect of an uninsured parcel. Nevertheless, it shall be open to the two Administrations at a later date to mutually arrange for the extension of the "advice of delivery" service to uninsured parcels.

### Article 11.

#### REDIRECTION OF PARCELS.

The redirection of a parcel:

(a) From either of the contracting countries to a third country,

(b) From the contracting country of address to the contracting country of origin, will be subject to the charges normally made between the redirecting country and the new country of destination.

These charges, increased where necessary by the other charges to which the parcel is subject and to the cancellation of which the original Administration of destination does not agree, will continue to be leviable against the parcel, and be collected from the ultimate addressee or the sender in case of return to origin.

#### Article 12.

#### NON-DELIVERY.

Undelivered parcels, whether they bear instructions by the sender which are not admitted or the sender has not given any instruction, shall be returned without notification to the sender after the expiration of one month, reckoned from the day following that on which the parcels were made available to the addressee.

The Customs duty and the warehousing charges must be cancelled in the event of the return of the parcels to the place of origin in either of the contracting countries.

# Article 13.

#### CASH-ON-DELIVERY PARCELS.

The cash-on-delivery service shall not be available for parcels exchanged between the two contracting countries. Nevertheless, such service may be established by the two Administrations at a later date, when both Parties have mutually agreed to the conditions of service. Parcels of the kind arriving from or addressed to France shall be accepted in transit by Australia, it being understood that the Administration of the latter country will not be concerned in the settlement of the accounts for charges between France and the countries interested.

# Article 14.

# INSURED PARCELS.

The provisions of Chapters IV, VI and VII of the International Parcel Post Agreement, and of Chapter IV of its Regulations, shall apply to insured parcels exchanged between the two contracting countries except where such provisions are inconsistent with the provisions of the following paragraphs:

(a) The maximum amount for which a parcel may be insured shall be 1,250 gold francs (£50 gold).

(b) Each Administration shall have the right to determine the fees it will charge

for insurance of the parcels it despatches.

(c) The creditor Administration shall have the right to determine the amount to be credited to it in respect of the risk accepted on parcels received for delivery or for retransmission to a third country.

(d) Subject to the provisions of the foregoing paragraph the amount to be credited:

(i) To France in respect of parcels from Australia,

(ii) To Australia in respect of parcels from France,

shall be 5 gold centimes per 300 gold francs or portion thereof of the insured value of each

parcel.

(e) Subject also to the provisions of paragraph (c) the additional amount which shall be credited to the contracting country which undertakes the sea service risk in respect of parcels despatched by the other contracting country shall be 10 gold centimes per 300 gold francs or portion thereof of the insured value of each parcel.

(f) Insured parcels shall be entered on a separate and appropriate parcel bill which must not contain any entries in respect of uninsured parcels. Insured parcels shall be forwarded in separate bags and such bags shall be labelled to indicate that the contents are insured parcels. The label of the bag which contains the Insured Parcel Bill shall bear the letter "F".

### Article 15.

#### URGENT PARCELS.

The provisions of Chapter 5 — Urgent Parcels — of the Universal Postal Union Parcel Post Agreement shall not be applied.

### Article 16.

#### RESPONSIBILITY.

- (1) No compensation shall be payable in respect of the loss of, abstraction from or damage to an uninsured parcel.
- (2) In the absence of other arrangements between the two Administrations, compensation in respect of insured parcels containing liquids or semi-liquids, articles of a perishable character or articles of an exceptionally fragile nature shall be payable only in the event of the loss of the entire parcel.

### Article 17.

#### APPORTIONMENT OF POSTAGE.

- (I) In respect of parcels posted in Australia for delivery in France, the Administration of the latter country shall receive 45 gold centimes for each parcel weighing not more than one kilogramme and 75 gold centimes for each parcel of a weight exceeding one kilogramme. Parcels for Corsica and Algeria shall be subject to credits as indicated in the French Table C. P. 1.
- (2) In respect of parcels posted in France for delivery in Australia, the Administration of the latter country shall receive for parcels weighing:

Up to I kilogramme .. I gold franc

Over 1 and up to 3 kg. 2 3 and up to 5 kg. 3

(3) The creditor Administration shall have power to alter the relative foregoing amounts after the expiration of four months' notice to the other Administration if the notice is given by post or after three months if the notice is given by telegraph.

# Article 18.

#### PARCELS FOR DELIVERY FREE OF CHARGE.

The amount due on a parcel delivered free of charge under the provisions of Article 12 of the Universal Postal Union Parcel Post Agreement of London shall be expressed on the franking notes:

(a) By the French service in French francs and centimes,(b) By the Australian service in pounds, shillings and pence, sterling currency.

# Article 19.

# AIR SERVICES.

Unless and until arrangements mutually satisfactory to both Parties are concluded by the respective Administrations, aerial services shall not be utilised for the exchange of parcels between France and the Commonwealth of Australia.

# Article 20.

# REGULATIONS.

The provisions of the Regulations for the execution of the Universal Postal Union Parcel Post Agreement of London shall apply to the exchange of parcels between France and Australia except where such provisions are inconsistent with the provisions of this Agreement or with any mutual arrangement between the two Administrations concerning the treatment of parcels or associated procedure.

# Article 21.

# ACCOUNTS.

- (1) Each Administration shall prepare quarterly statements indicating the number of parcels received from the other Administration and the corresponding credits.
- (2) Separate statements shall be prepared by the French Administration for the parcel mails received from each Australian office of exchange.
- (3) The statement shall be summarised as an account and the account accompanied by the statements, the parcel bills and other necessary supporting documents shall be sent to the Administration concerned for verification, in the course of the quarter following that to which the account relates.
- (4) The quarterly accounts after verification and acceptance shall be summarised in a quarterly general account by the creditor Administration and forwarded to the other Administration for verification and acceptance.
- (5) The payments resulting from the balance of the two accounts shall be liquidated through the Comptroller and Accountant General, General Post Office, London.
- (6) Franking notes shall form the subject of special accounts which shall be adjusted quarterly under the conditions prescribed by the Detailed Regulations of the International Parcels Agreement.

# Article 22.

# MEASURES OF DETAIL.

The Administrations of the two contracting countries shall have the power to decide by mutual arrangement all measures of detail concerning the carrying out of this Agreement and the exchange of parcels.

# Article 23.

# PERIOD OF AGREEMENT.

This Agreement shall come into operation on the first day of September, 1934, and shall remain in force until one year after the date on which one Party has given notice to the other Party of its intention to terminate it.

Both the French and English originals of this Agreement shall be considered as original texts.

Done at Melbourne, the twenty-fifth day of July, nineteen hundred and thirty-three.

(Signed) Archdale PARKHILL.

I certify that this is a copy of the Agreement for the Exchange of Postal Parcels between France and the Commonwealth of Australia and is identical with the original document.

> A. J. McLachlan, Postmaster-General.

# Article 23.

# DURÉE DE L'ARRANGEMENT.

Le présent arrangement entrera en vigueur le premier jour de septembre 1934 et restera valable une année à partir de la date à laquelle l'une des Parties notifierait à l'autre son intention d'y mettre fin.

Seront considérés comme textes originaux le texte français et le texte anglais du présent arrangement.

Fait à Paris le 30 mai 1934.

Le Ministre des Postes, Télégraphes et Téléphones, (Signed) MALLARMÉ.

I certify that this is a copy of the Agreement for the Exchange of Postal Parcels between France and the Commonwealth of Australia and is identical with the original document.

A. J. McLachlan, Postmaster-General.