

No. 7483

**JAPAN
and
AUSTRALIA**

**Parcel Post Agreement. Signed at Tokyo, on 1 March
1962**

Official texts: Japanese and English.

Registered by Japan on 25 November 1964.

**JAPON
et
AUSTRALIE**

**Arrangement relatif à l'échange de colis postaux. Signé
à Tokyo, le 1^{er} mars 1962**

Textes officiels japonais et anglais.

Enregistré par le Japon le 25 novembre 1964.

No. 7483. PARCEL POST AGREEMENT¹ BETWEEN JAPAN AND THE COMMONWEALTH OF AUSTRALIA. SIGNED AT TOKYO, ON 1 MARCH 1962

The Government of Japan and the Government of the Commonwealth of Australia desiring to improve the parcel post service between the two countries;

The undersigned, duly authorized by their respective Governments for that purpose, have agreed upon the following articles :

Article 1

EXCHANGE OF POSTAL PARCELS

There shall be a regular exchange of postal parcels (hereinafter called "parcels") both insured and uninsured by sea and air routes between Japan and Australia. The exchange shall be effected per medium of the Exchange Offices as may be respectively determined by the Postal Administrations of the contracting countries (hereinafter called the "Administrations").

Article 2

APPLICATION OF THE PARCEL POST AGREEMENT OF THE UNIVERSAL POSTAL UNION

Except where they are inconsistent with the provisions of this Agreement, the provisions of the current Parcel Post Agreement² of the Universal Postal Union and of the Regulations for the execution of that Agreement shall apply to the exchange of parcels between Japan and Australia.

Article 3

LIMITS OF SIZE AND WEIGHT

1. The size and weight of each parcel shall not exceed the following :

(a) Parcels originating in Japan

Size 1.05 metres in length and 1.80 metres for the sum of the length and of the greatest circumference measured in a direction other than that of the length.

Weight 10 kilograms.

¹ Came into force on 1 October 1962, the date agreed upon by the Contracting Parties, in accordance with article 18 (2).

² United Nations, *Treaty Series*, Vol. 365, p. 3.

(b) Parcels originating in Australia

Size 3 feet 6 inches in length and 6 feet for the sum of the length and of the greatest circumference measured in a direction other than that of the length.

Weight 22 pounds.

2. For the correct computation of the weight or measurement of a parcel, the opinion of the Administration of origin shall be taken as final unless an obvious error has been made.

Article 4

POSTAGE

1. The prepayment of postage shall be compulsory.
2. The postage charged for each parcel shall not exceed the total cost for handling the parcel in the service of the Administration of origin, in addition to the cost of sea or air conveyance between the two countries, and the terminal credits due to the Administration of destination for handling the parcel in its service.
3. Each Administration shall inform the other of the rates of postage which have been adopted and of any subsequent alteration of such rates.

Article 5

OTHER CHARGES

Each Administration may collect the amounts for the customs clearance charge, warehousing charge, enquiry charge, internal redirection charge, and the other postal charges for the various services mentioned hereinafter in this Agreement, of which the amounts are not fixed clearly therein, within the limits of maximum amounts for those services prescribed in the current Parcel Post Agreement of the Universal Postal Union.

Article 6

PAYMENT FOR CONVEYANCE

1. The despatching Administration shall bear the cost of the conveyance of the parcels to the country of destination.
2. Each Administration shall inform the other of the routes by which the parcels shall be forwarded and of the ports at which the parcels shall be landed.
3. When one Administration uses for the conveyance of its parcels a vessel which is under contract to the other, 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 Administration may at any time be utilised by the other for the transmission of parcels to any place or country with which the former has a parcel post service.
2. In the absence of any arrangement to the contrary, the parcels shall be forwarded *à découvert*.
3. Parcels sent in transit *à découvert* are subject to the provisions of this Agreement and to the conditions of exchange of parcels between the intermediate Administration and that of the third country concerned.
4. The payment for intermediary services shall be in accordance with the scale which the creditor Administration has adopted for general application to transit parcels.

Article 8

EXPRESS AND URGENT PARCELS

The service of express delivery and of urgent parcels shall not be available to parcels exchanged between the Administrations unless an arrangement to the contrary is made between the Administrations.

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 unless an arrangement to the contrary under conditions satisfactory to both parties is made between the Administrations.

Article 10

ADVICE OF DELIVERY

The sender of an insured parcel may obtain an advice of delivery. The service of advice of delivery may subsequently be extended to uninsured parcels by mutual consent of the Administrations.

Article 11

NON-DELIVERY

1. Senders may request that, in the event of non-delivery :
 - (a) the parcel be returned by surface or air either forthwith or at the end of a given period;

- (b) the parcel be redirected by surface or air to enable delivery to the original addressee;
- (c) the parcel be delivered to another addressee in the country of destination;
- (d) the parcel be treated as abandoned.

Other requests shall not be admitted. The requests shall be stated on the despatch note and on the parcel.

2. Undelivered parcels forwarded from one Administration to the other bearing instructions by the sender which are not permitted, and undelivered parcels in respect of which there are no instructions by the sender in regard to disposal shall without notification be returned to the sender after the expiration of one calendar month, reckoned from the day following that on which the parcel was available for delivery to the addressee.

3. Uncancelled charges levied by the returning Administration, which charges shall be indicated on the relative parcel bill, and any charges leviable in the country of origin in connection with the return of the parcel to the sender, shall be collected from the sender.

Article 12

INSURED PARCELS

1. The maximum amount for which a parcel may be insured shall be 500 francs or its equivalent in the currency of the country of origin. Nevertheless it shall be open to the Administrations at a later date mutually to arrange for the increase of the maximum amount.

2. Each Administration shall have the right to determine the fees it will charge for insurance of the parcels it despatches.

3. The amount to be credited to the Administration of destination in respect of the risk shall be 10 centimes for each 500 francs or fraction of 500 francs of insured value.

4. The additional amount to be credited to the Administration which undertakes the sea risk in respect of parcels despatched by the other shall be 10 centimes for each 500 francs or fraction of 500 francs of insured value.

5. For insured parcels re-directed or returned to the country of origin the additional amount to be credited to the retransmitting Administration in respect of the sea risk in the retransmission shall be 10 centimes for each 500 francs or fraction of 500 francs of insured value.

6. Insured parcels shall be sealed in such a manner that no contents can be removed without leaving obvious traces of violation. The use of wax or lead is not obligatory.

7. Insured parcels shall be entered on a separate "Insured parcel" bill which shall not contain any entries in respect of uninsured parcels. Insured parcels shall also 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 13

CASH-ON-DELIVERY PARCELS AND PARCELS FOR DELIVERY FREE OF CHARGES

Cash-on-delivery and delivery free of charges services shall not be available to parcels exchanged between the Administrations unless an arrangement to the contrary is made between the Administrations.

Article 14

RESPONSIBILITY

1. The Administrations are not responsible for the loss of an uninsured parcel nor the abstraction of or damage to the contents of an uninsured parcel. But either Administration is at liberty to indemnify for the loss, abstraction or damage which may occur in its service, without recourse to other Administration.
2. The Administrations are not responsible for the loss or damage of an insured parcel arising from causes beyond control (*force majeure*). The Administration in whose service the loss or damage occurred shall decide, according to the internal legislation of its country, whether the loss or damage is due to causes beyond control. But either Administration may, at its option and without recourse to the other Administration, pay indemnity for the loss or damage due to *force majeure* even in cases where the Administration in the service of which the loss or damage occurred recognizes that the loss or damage was due to *force majeure*.
3. If the loss, abstraction or damage has occurred in course of conveyance and it cannot be determined on which territory or in which service the irregularity took place, the Administrations concerned shall bear the loss in equal shares.
4. The Administrations are responsible only for the entire loss of insured parcels containing liquids or semi-liquids, articles of a perishable character or articles of an exceptionally fragile nature, as prescribed in the internal legislation of the Administration concerned. But either Administration is at liberty to indemnify for the partial loss, abstraction or damage which may occur in its service, without recourse to the other Administration.

Article 15

TERMINAL CREDITS

1. For parcels exchanged between Japan and Australia the Administration of destination shall receive terminal credits from the Administration of origin.
2. The credits payable shall be fixed by mutual agreement between the Administrations on the basis of the cost of handling and transporting the parcels in the service of the Administration of destination.
3. Each Administration shall advise the other at least three months before any variations in the rates charged shall come into effect.

Article 16

ACCOUNTS AND SETTLEMENT OF ACCOUNT BALANCE

1. Each Administration shall prepare quarterly statements showing details and corresponding credits of parcel despatches received from the other Administration.
2. A summary statement showing the total credits due by the despatching Administration shall also be prepared by the receiving Administration and this summary together with the detailed statements referred to in paragraph 1 shall be sent from the creditor to the debtor Administration as early as possible and not later than the end of the sixth month following the close of the accounting period.
3. The statements shall be in a form mutually agreed upon between the Administrations.
4. The statements (detailed and summary) shall be verified by the debtor Administration and an accepted copy of each shall be returned to the creditor Administration as soon as possible.
5. Immediately following notification of acceptance, each Administration shall ascertain whether it is a debtor or a creditor in respect of parcels forwarded in both directions. The debtor Administration shall forthwith advise the creditor Administration of the net balance and at the same time arrange for settlement of such net balance.

Article 17

MEASURES OF DETAIL

The Administrations shall have power to decide by mutual arrangement all measures of detail concerning the carrying out of this Agreement.

Article 18

ENTRY INTO FORCE AND DURATION OF AGREEMENT

1. This Agreement shall supersede and abrogate the Agreement concerning the Exchange of Postal Parcels Between the Department of Communications of the Empire of Japan and the Post Office of the Commonwealth of Australia signed at Melbourne, Australia on the 24th day of April 1906 and at Tokyo, Japan on the 29th of the 10th month of the 39th year of Meiji.
2. The present Agreement shall be approved by each Contracting Party in accordance with its legal procedures, and, thereafter, it shall come into force on a date to be mutually agreed upon by the Governments of the Contracting Parties.
3. The present Agreement shall continue in force until six months after either of the Contracting Parties shall have notified the other of its intention to terminate it.

DONE in duplicate, in the Japanese and English languages, both texts being equally authentic and signed at Tokyo on the first day of March, 1962.

For Japan :

Zentaro KOSAKA
Hisatsune SAKOMIZU

For the Commonwealth of Australia :

L. R. McINTYRE
