

TERMS AND CONDITIONS - 2009 Local Standing Order Service

	<p>In consideration of the Government of the Hong Kong Special Administrative Region as represented by the Postmaster General (“HKP”) agreeing to consider your application to open/maintain an account with HKP for use of the Local Standing Order Service (“LSOS”) and/or agreeing to provide the LSOS to you on the terms and conditions herein contained, you hereby agree as follows:-</p>
1.	<p>You may apply to open/maintain an account with HKP for use of the LSOS only if you (i) reside in the Hong Kong Special Administrative Region (“Hong Kong”) and have a Hong Kong correspondence address; and (ii) propose to purchase from HKP any stamp products specified in the LSOS Service Guide of the year (“Guide”) of HK\$50 or above (including Special Delivery Charges). Once your application is accepted by HKP, you will become a LSOS account holder. If you can only provide HKP with your overseas correspondence addresses, you may only be eligible to become an account holder of the “Overseas Mail Order Service” (“OMOS”), Please refer to the Terms and Conditions of OMOS for details.</p>
2.	<p>You agree not to revoke, cancel or withdraw your application in respect of LSOS once you have submitted your application to HKP. Clauses 3 to 45 shall apply and be binding on you once your application in respect of LSOS has been accepted by HKP.</p>
3.	<p>Each of your order for stamp products shall be subject to acceptance by HKP by way of issue of an acknowledgement letter to you. HKP reserves the right to reject all or any of your orders. In the event that an order is not accepted by HKP, refund of the amount paid for the order will be made without interests or any other payments whatsoever within one month (i) by cheque sent to your correspondence address stated in the application form submitted by you to HKP or your address last known to HKP by ordinary mail (if the payment was settled by cash or cheque); or (ii) by crediting your credit card account (if payment was settled by credit card). HKP will not bear any financial charges or charges of similar nature whatsoever charged by any credit card company or its agents or subcontractors or any person involved in the chain of refund, irrespective of whether the payment method used by HKP for making the refund is different from that used for settlement of your order placed with HKP. With respect to each application form submitted by you, a contract for the sale and purchase of all the stamp products is made on the terms and conditions stated herein upon HKP’s issue of an acknowledgement letter to you (irrespective of whether the amount payable is settled by a single lump sum payment or by instalments).</p>

4.	<p>There is no quantity limit for orders placed under LSOS during the incentive period specified in the Guide. After the incentive period, each stamp product to be ordered is subject to the maximum limit set out below (which may be varied by HKP from time to time without giving prior notice):</p> <p>Mint Stamp - 500 sets, Stamp Sheet - 20 sets/ sheets, Stamp Sheetlet/ Souvenir Sheet - 100 sheets, Imperforated Stamp Sheetlet - 100 sheets, Mini-pane - 100 sheets, Gold and Silver Stamp Sheetlet - 100 sheets, Presentation Pack - 20 packs, Souvenir Pack - 20 packs, Presentation Pack of Gold and Silver Stamp Sheetlet - 20 packs, Datestamped First Day Cover affixed with a Set of Mint Stamps - 20 sets/ covers, Datestamped First Day Cover affixed with Stamp issued by HKP and another Postal Administration - 20 covers, Datestamped First Day Cover/ Souvenir Cover affixed with a Souvenir Sheet/ Stamp Sheetlet - 20 sets/ covers, Datestamped First Day Cover affixed with an Imperforated Stamp Sheetlet - 20 sets/ covers, Prestige Stamp Booklet - 20 copies, Postage Prepaid Picture Card - 20 sets, Datestamped Postage Prepaid Picture Card - 20 sets, Maximum Card affixed with a Cancelled Stamp - 20 sets, Datestamped First Day Cover/ Souvenir Cover affixed with Gold and Silver Stamp Sheetlet - 20 sets/ covers, Prestige Annual Stamp Album (Deluxe/ Ordinary Version) - 20 copies, Annual Stamp Pack - 20 copies, Datestamped Special Souvenir Cover affixed with a HK\$1.40 Definitive Stamp - 20 sets, Postage Prepaid Postcard (Air Mail) - 20 sets.</p>
5.	<p>You shall submit your orders for each stamp product on or before the relevant order deadline specified in the LSOS application form or announced by HKP closer to release. Account holders of the Flexi-order Plan under LSOS (“Flexi-order Plan”) and the Auto-order Plan under LSOS (“Auto-order Plan”) may only order stamp products on or before the relevant order deadlines. Orders submitted after the relevant order deadlines will not be processed or accepted by HKP. No order for the previously released stamp issues will be accepted for LSOS. Should there be an account balance arising from non-fulfilled orders as a result of missing the deadlines of certain stamp issues by you or other reasons, the balance will be used for payment of the stamp issues in the year and stamp issues of the following years.</p>
6.	<p>If Special Delivery Service is not used, the stamp products ordered and accepted by HKP (“ordered stamp products”) shall be collected at your designated post office (except Mobile Post Office). Your ordered stamp products shall be collected:-</p> <p>(i) in person upon presentation of: (a) your collection letter (b) your LSOS membership card and (c) your Hong Kong Identity Card or Hong Kong Juvenile Identity Card (as the case may be); or</p> <p>(ii) by your appointed representative upon such representative’s presentation of: (a) your collection</p>

	<p>letter (b) your LSOS membership card and (c) such representative's Hong Kong Identity Card (applicable if the representative aged 18 or above) or (in all other cases) Hong Kong Juvenile Identity Card.</p> <p>You may appoint only one representative at any one time for ordered stamp products collection. Notwithstanding anything provided herein, if you aged below 11 (at the time of collection), you must authorize a person who has a Hong Kong Identity Card or Hong Kong Juvenile Identity Card as your representative to collect your ordered stamp products. Collection of your ordered stamp products in the manner mentioned above by your representative or a person alleged to be your representative shall be deemed as collection by you in person.</p>
7.	<p>You may revoke the appointment of your representative for the purpose of ordered stamp products collection and appoint another representative by application in writing to the Hongkong Post Philatelic Bureau at 1/F, Trade Square, 681 Cheung Sha Wan Road, Kowloon ("the Hongkong Post Philatelic Bureau") at least six weeks before the first day of the respective relevant new stamp issues. HKP will not be responsible for any loss or damage arising out of, or in connection with your change of representative in any event. The Hongkong Post Philatelic Bureau will notify you in writing of the results of your application for change of representative and (if applicable) the effective date of the new appointment of your representative.</p>
8.	<p>If Special Delivery Service is used, your ordered stamp products will be delivered to your designated address within six (6) working days from the first day of the relevant new stamp issue. Notification of the order delivery will be issued to you. After two unsuccessful deliveries, your ordered stamp products will be returned to the Hongkong Post Philatelic Bureau for collection. The Special Delivery fee paid by you will not be refunded in any event. You may collect your ordered stamp products at the Hongkong Post Philatelic Bureau three (3) working days after the date stated on the delivery slip.</p> <p>Your ordered stamp products not delivered by Special Delivery Service in accordance with your instruction will be available for collection at your designated post office on the first day of new stamp issue and notification for collection of order will be issued to you. If your ordered stamp products are not collected at your designated post office within six (6) weeks from the first day of the relevant stamp issue, they will be returned to the Hongkong Post Philatelic Bureau for collection and you may collect your ordered stamp products at the Hongkong Post Philatelic Bureau from the 9th week onwards after the first day of the relevant new stamp issue.</p>

9.	<p>Any ordered stamp products returned to the Hongkong Post Philatelic Bureau will be kept for six (6) months from the first day of the respective relevant new stamp issues pending for collection. If your ordered stamp products are not collected within such six (6) months, a first reminder will be issued to your last known address. A second reminder will be issued to your last known address if the ordered stamp products are not collected within one (1) month from the issue date of the first reminder. A final reminder will also be issued by way of notice in the newspaper (one in a Chinese language newspaper and one in an English language newspaper published in Hong Kong). If you fail to collect your ordered stamp products before the date specified on the notice in the newspaper, you shall for all purposes be deemed to have waived your right, title and interest in your ordered stamp products and HKP is entitled to dispose of your ordered stamp products at its sole discretion. Proof of despatch of ordered stamp products will also be disposed of after twelve (12) months from the disposal day of the stamp products concerned. HKP reserves the right to claim against you for all costs and expenses incurred by HKP for safekeeping your uncollected ordered stamp products before disposal.</p>
10.	<p>You or your respective representatives shall check the condition of your ordered stamp products upon receipt or collection of the same. HKP will replace such damaged stamp product with stamp product in good condition, provided that (i) HKP has adequate quantity of the same product in stock; (ii) you have notified the Hongkong Post Philatelic Bureau or any Post Office in writing of the damage to your ordered stamp products at your earliest convenience but in any event no later than one (1) month from the first day of the relevant new stamp issue; and (iii) HKP is satisfied that the damage is not attributable to any acts or omissions of you or a person acting on your behalf. HKP will not be responsible for refund and/or replacement if (i) you fail to notify the Hongkong Post Philatelic Bureau or any Post Office in writing of the damage within the said one (1) month's period; or (ii) the damage is, in the sole opinion of HKP, attributable to any acts or omissions of you or a person acting on your behalf.</p>
11.	<p>You may vary the ordered quantity and ordered type of stamp products of Flexi-order Plan and Auto-order Plan within seven (7) working days after HKP's issue of the acknowledgement letter to you. You shall check the acknowledgement letter sent by HKP to you from time to time, and the ordered quantity and ordered type of stamp products of Flexi-order Plan and Auto-order Plan specified in the acknowledgment letter will be deemed to be accurate if no request for variation is made by you within the said seven (7) working days' period.</p>

12.	<p>For all amounts due under the “Flexi-order Plan” and which is settled by lump sum payment (whether by cash, cheque or credit card), HKP will deduct the full payment upon each receipt of a relevant application form. If there is insufficient balance in your account, you shall, within seven (7) working days from the date of HKP’s notification of insufficient balance in your account, pay the deficit to HKP. If you fail to pay the deficit to HKP within the requisite period, HKP may, without prejudice to any of HKP’s right or remedy against you in respect of any previous breach by you of this contract, and without being liable to you for any loss or damage which may be occasioned, reject your application and/or terminate this contract by notice with immediate effect.</p>
13.	<p>Payment by instalments will only be accepted if your initial order amounts to HK\$1,000 or above (including Special Delivery Service Charges) for “Flexi-order Plan” and is settled with credit card. The instalment sums for each stamp product ordered will become due and payable and will be debited five (5) weeks before the first day of respective relevant issue. You shall notify the Hongkong Post Philatelic Bureau of any cancellation or expiry of the credit card relevant to your order at least seven (7) working days before such cancellation or expiry and advise details of the new credit card in writing. If HKP fails to receive payment for any issue by the said due date, HKP may, without prejudice to any of HKP’s right or remedy against you in respect of any previous breach by you of this contract, and without being liable to you for any loss or damage which may be occasioned, reject your application and/or terminate this contract by notice with immediate effect.</p>
14.	<p>Orders subscribed under the Auto-order Plan are made on standing basis. The same ordered quantity of the type of stamp product selected applies to all stamp products as stated in the Guide and the application form and the additional issues released in the year and all stamp products of the following years, until your request for change is accepted by the Hongkong Post Philatelic Bureau or your LSOS account is terminated. No reduction of the quantity or the type of stamp product selected or request for account cancellation shall be accepted unless your written request for amendment or cancellation is received by the Hongkong Post Philatelic Bureau at least five (5) weeks before the date of issue of the relevant stamp products.</p>
15.	<p>For all amounts due under the Auto-order Plan and which is settled by lump sum payment (whether by cash, cheque or credit card), HKP will deduct the full payment upon receipt of the application form. In addition, if you are an applicant of the Auto-order Plan, you may choose to deposit an extra amount into your account as reserves for additional stamp products during the year and new</p>

	stamp products in the following years. No interest will be paid by HKP on the deposit and any unused balance. If there is insufficient balance in your account, you shall, within seven (7) working days from the date of HKP's notification of insufficient balance in your account, pay the deficit to HKP. If you fail to pay the deficit to HKP within the said seven working days' period, HKP may, without prejudice to any of HKP's right or remedy against you in respect of any previous breach by you of this contract, and without being liable to you for any loss or damage which may be occasioned, reject your application and/or terminate this contract by notice with immediate effect.
16.	Payment by instalments will only be accepted if your initial order amounts to HK\$500 or above (including Special Delivery Service Charges) for "Auto-order Plan" and is settled with credit card. The payment of the order of each stamp product will be due, payable and debited five (5) weeks prior to the first issue day of the respective new stamp products. You shall notify the Hongkong Post Philatelic Bureau of any cancellation or expiry of the credit card relevant to your order at least seven (7) working days before such cancellation or expiry and advise details of the new credit card in writing. If HKP fails to receive payment for any issue by the said due date, HKP may, without prejudice to any of HKP's right or remedy against you in respect of any previous breach by you of this contract, and without being liable to you for any loss or damage which may be occasioned, reject your application and/or terminate this contract by notice with immediate effect.
17.	HKP reserves the right to vary the price of the stamp products quoted in any LSOS Service Guides and the application forms. If the lump sum payment method is chosen by you, you shall, within seven (7) working days from the date of HKP's demand, pay the deficit to HKP. After HKP has received the payment in full, HKP will use its reasonable endeavours to make available the items ordered to you. If you pay by instalment, HKP will notify you of the changes in amount payable for each instalment due to postage increase and / or other factors. The instalment amount due and payable will then be deducted from your credit card account according to the procedures set out in Clauses 13 or 16 hereof (as the case may be).
18.	Other than through LSOS, HKP is entitled at any time to sell any stamp products to the public on terms and conditions the same as or other than those stated herein.
19.	If the new stamp products (including additional issues released during the year) are over-subscribed by the LSOS account holders, HKP reserves the right to distribute the order on a

	first-come-first-served basis, by balloting or any other ways as HKP may specify from time to time subject to the availability of the stamp products.
20.	If you select to receive Philatelic Link and notification of collection/delivery of order by mail or through electronic mail, HKP will not in any event be responsible for any late delivery, non-delivery or mis-delivery of such information. You shall notify the Hongkong Post Philatelic Bureau if you no longer wish to receive such information or if your correspondence or electronic mail address has changed.
21.	You will become a member of the “Thank You Perk” incentive scheme if you (i) have subscribed for LSOS of the previous year and successfully conducted LSOS order transactions ; and (ii) have subscribed for the LSOS and purchased from HKP any stamp products of HK\$50 or above (including Special Delivery Charges) during the current incentive period. A member of the “Thank You Perk” incentive scheme is eligible for a “Thank You Perk” gift specified in the Guide.
22.	You will become a “Young Collector” if you are: (i) a resident of Hong Kong(ii) was born on or after 1 January 1990 (iii) have a Hong Kong correspondence address; and (iv) have successfully subscribed as a member of HKP’s “Young Collector’s Bonus Scheme”.
23.	For applicants aged below 18, acknowledgement by the applicant’s parent or guardian aged 18 or above is required by signing and providing details on the applicant’s application form as his/her endorsement of the applicant’s profile and such application.
24.	A Young Collector who successfully orders any stamp products specified in the Guide of HK\$100 or above (including Special Delivery Charges) during the incentive period is eligible for a gift of the “Young Collector’s Bonus Scheme” specified in the Guide.
25.	You will be regarded as an “Existing Member” if you have (i) subscribed as a LSOS member with successful order transaction conducted from the first day of the 5 th preceding year until the first day of the current incentive period and; (ii) renewed such account of LSOS during the incentive period as specified in the Guide. Otherwise, you will be regarded as a “New Member”.
26.	“Member-Get-Member Reward Scheme” – an Existing Member recommends a New Member to join the LSOS; should the New Member order any stamp products specified in the Guide of

	HK\$100 or above (including Special Delivery Charges) during the incentive period as specified in the Guide, Existing Member (subject to a spending of HK\$50 or above on any stamp products specified in the Guide during the current incentive period) and the New Member are eligible for the reward of the “Member-Get-Member Reward Scheme” specified in the Guide.
27.	New Member may only identify one Existing Member as his/her referee for the “Member-Get-Member Reward Scheme” by stating LSOS account number of the Existing Member.
28.	“Young Collectors Retention Scheme” – a member of the “Young Collector’s Bonus Scheme” of LSOS in the previous year, who (i) was born in 1989 and subscribed as a member of the current LSOS with spending of HK\$50 or above (including Special Delivery Charge) on any stamp products specified in the Guide during the current incentive period is eligible for the reward of the “Young Collectors Retention Scheme” specified in the Guide.
29.	You may join the “Early Bird’s Bonus Scheme” if you reside in Hong Kong and subscribe to stamp products specified in the Guide of HK\$50 or above (including Special Delivery Charges). All LSOS account holders would be granted one bonus point for every Hong Kong Dollar spent on any stamp products subscribed during the incentive period as specified in the Guide. Bonus points earned during the current incentive period and the valid unused bonus point balance in your LSOS account (if applicable) will be valid for redeeming the incentive gifts according to the required bonus points specified in the Guide. Bonus points earned are non-transferable to other LSOS account holder(s) or to any other LSOS account(s), even those under the same LSOS account holder’s name. Acceptance of the redemption application is subject to sufficient bonus points earned by the LSOS account holder and the availability of the selected gift item(s). No cancellation, alteration or replacement can be made after an application of redemption is accepted by HKP. Under no circumstances can any of the gifts redeemed be exchanged for cash or other services of HKP. LSOS account holders who fail to complete payment transactions for their total LSOS commitment will be disqualified from the “Early Bird’s Bonus Scheme” and will be required to return to the Philatelic Bureau all incentive gifts collected. All LSOS account holders may carry forward any unused bonus points earned or accumulated. These unused bonus points will expire on the last day of August of the 3 rd following year.
30.	Should the demand for incentive gifts of the “Early Bird’s Bonus Scheme”, the “Thank You Perk”

	incentive scheme, the “Member-Get-Member Reward Scheme”, the “Young Collectors Retention Scheme” and the “Young Collector’s Bonus Scheme” exceed the quantities of the incentive gifts reserved, HKP reserves the right to distribute the gifts on a first-come-first-served basis, by balloting, or such other methods as HKP may specify from time to time.
31.	Each LSOS account holder with subscription of stamp products specified in the Guide of HK\$50 or above (including Special Delivery Charges) during the incentive period will be offered with the reward of the as specified in the Guide. The collection/delivery arrangement of such reward and other incentive gifts under "Early Bird's Bonus Scheme", "Thank You Perk" incentive scheme, the “Member-Get-Member Reward Scheme”, the “Young Collectors Retention Scheme” and the "Young Collector's Bonus Scheme" is specified in the Guide (which may be revised by HKP at its discretion from time to time).
32.	HKP reserves the right to alter the terms and conditions of the “Early Bird’s Bonus Scheme”, “Young Collector’s Bonus Scheme”, “Member-Get-Member Reward Scheme”, “Thank You Perk” and the “Young Collectors Retention Scheme” set out in these Terms and Conditions from time to time without giving prior notice to you.
33.	HKP reserves the rights to distribute the incentive gifts and allocate the bonus points arising from the “Early Bird’s Bonus Scheme”, Young Collector’s Bonus Scheme”, “Member-Get-Member Reward Scheme”, “Thank You Perk” and the “Young Collectors Retention Scheme”.
34.	HKP may, upon the expiration of the incentive period of LSOS, release new products on an ad hoc basis and LSOS account holders will be advised of these products either via direct mail or other methods. These Terms and Conditions apply unconditionally to the order and purchase of all such additional releases. HKP will debit your account for these additional ad hoc products accordingly (if you agree to order such new stamp products released by HKP on ad hoc basis by returning the order form and the same is accepted by HKP), after which the LSOS account holders will have to top up their balance sufficiently to meet due payment for upcoming pre-ordered products.
35.	Effective from 9 September 2005, all membership cards of LSOS account holders have been upgraded from the paper format to “plastic card” format. Unlike the previous card, this new plastic membership card will not be issued annually. In this regard, LSOS account holders are entitled to one free new membership card per account; replacement of LSOS plastic cards will be subject to

	payment of a fee of HK\$50 per card.
36.	If you provide the date or month of your birth in the application form, HKP will endeavour to send a birthday greeting per person to your local correspondence address stated in the application form or your last known address in the month of your birth by ordinary mail. HKP will not be responsible for any undelivered, late delivery or loss of the birthday greeting. Order submitted to or placed with HKP after your birthday will not be entitled to any special token.
37.	Notwithstanding anything provided herein, HKP reserves the right to alter the delivery or collection dates of all stamp products and incentive gifts, and to revise the incentive period without giving prior notice to you. You shall have no claim whatsoever against HKP for any such alteration or revision.
38.	Any subscription as a LSOS account holder through the online service – Stamp OnNet and/or place order through the online service – Stamp OnNet shall be subject to the Agreement of Stamp OnNet displayed at the website - www.stamponnet.hongkongpost.com .
39.	You undertake to comply with all laws, statutes and regulations whether of Hong Kong or elsewhere which apply to your subscription as LSOS account holder and/or any transactions conducted under these Terms and Conditions.
40.	These Terms and Conditions constitute the whole agreement between HKP and you and supersede any previous agreements, arrangements or understandings between the parties hereto relating to the subject matter hereof. Each of the parties hereto acknowledges and agrees that each of them does not rely on any statements, undertakings, warranties, representations given or made by any of them relating to the subject matter hereof, save for those statements, undertakings, warranties or representations expressly set out in these Terms and Conditions.
41.	No failure of any party hereto to exercise, and no delay in exercising, any right or remedy in respect of any provision of these Terms and Conditions shall operate as a waiver of such right or remedy.
42.	If any provision of these Terms and Conditions shall be found to be illegal, invalid or unenforceable (whether in whole or in part) under any laws of any competent jurisdiction, such illegality,

	invalidity or unenforceability shall not affect the remaining provisions of these Terms and Conditions, all of which shall remain in full force and effect.
43.	<p>(i) Unless expressly provided otherwise, each notice, demand or other communication given or made by you to HKP under these Terms and Conditions shall be in writing and delivered by hand or courier, or dispatched by prepaid registered post or prepaid post, to Hongkong Post Philatelic Bureau, 1/F, Trade Square, 681 Cheung Sha Wan Road, Kowloon, Hong Kong or such other address as HKP has by at least five (5) days' prior written notice specified to you. Such notices, demands or other communications shall be deemed to have been properly given or made by you as follows:-</p> <p>(a) if delivered by hand or courier, upon delivery at the said address of HKP;</p> <p>(b) if sent by post, two (2) business days (for local post) and five (5) business days (for overseas post) after the date of posting.</p> <p>(ii) Unless expressly provided otherwise, each notice, demand or other communication given or made by HKP to you under these Terms and Conditions shall be in writing and delivered by hand or courier, or dispatched by prepaid registered post or prepaid post, or sent by facsimile or email, to your correspondence address, facsimile number or email address (as the case may be) as you have submitted to HKP during your application for subscription as a LSOS account holder or such other correspondence address, facsimile number or email address as you have by at least five (5) days' prior written notice specified to HKP. Such notices, demands or other communications shall be deemed to have been properly given or made by HKP as follows:-</p> <p>(a) if delivered by hand or courier, upon delivery at your correspondence address;</p> <p>(b) if sent by post, two (2) business days (for local post) and five (5) business days (for overseas post) after the date of posting;</p> <p>(c) if sent by facsimile or electronic mail, when despatched.</p>
44.	These Terms and Conditions will be governed by and construed in accordance with the laws of Hong Kong. The parties hereto irrevocably agree that the courts of Hong Kong will have exclusive jurisdiction to determine any claim or matter arising under or in connection with the interpretation or implementation of these Terms and Conditions or the exercise of any rights or the performance of any obligations arising under these Terms and Conditions.
45.	In case of any conflict or inconsistency arising between the English version and the Chinese

	translation of these Terms and Conditions, the English version shall prevail.