Légalisation / Preuves / Notification
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APERÇU DES RÉPONSES AU QUESTIONNAIRE ACCOMPAGNANT LA VERSION PROVISOIRE DU NOUVEAU MANUEL PRATIQUE SUR LE FONCTIONNEMENT DE LA CONVENTION NOTIFICATION (Doc. prél. No 2)

établi par le Bureau Permanent

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SYNOPSIS OF THE REPLIES TO THE QUESTIONNAIRE ACCOMPANYING THE PROVISIONAL VERSION OF THE NEW PRACTICAL HANDBOOK ON THE OPERATION OF THE SERVICE CONVENTION (Prel. Doc. No 2)

drawn up by the Permanent Bureau

Document préliminaire No 5 (version définitive)
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APERÇU DES RÉPONSES AU QUESTIONNAIRE ACCOMPAGNANT LA VERSION PROVISOIRE DU NOUVEAU MANUEL PRATIQUE SUR LE FONCTIONNEMENT DE LA CONVENTION NOTIFICATION (Doc. prél. No 2)

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drawn up by the Permanent Bureau

Aperçu des réponses au Questionnaire accompagnant la version provisoire du nouveau Manuel pratique sur le fonctionnement de la Convention Notification (Doc. prél. No 2)

Synopsis of the replies to the Questionnaire accompanying the provisional version of the new Practical Handbook on the Operation of the Service Convention (Prel. Doc. No 2)

Afin d'éviter tout contresens, les réponses sont reproduites ci-dessous dans leurs langue et présentation originales (suppressions ou corrections indiquées par des crochets [] – texte en caractères gras sélectionné par le BP). Les réponses complètes sont disponibles sur le site Internet de la Conférence (www.hcch.net - sous « Travaux en cours »).

In order to avoid any misrepresentation, the replies are reproduced below in their original form and language (withdrawals or corrections indicated by brackets [] – text in bold selected by PB). The full replies are available on the Conference's website (www.hcch.net - under "Work in Progress").

Question	Réponse / Reply	État / State
I. Non-party States / États non parties		
1. Why not party to the Conv.?	As a non-party to the Service Convention, Australia relies on other methods of effecting service. For example, Australia is a party to ***several bi-lateral treaties on service***. In countries where there is no applicable treaty, Australia abides with ***local law of the country to facilitate service*** of Australian process abroad. Depending on local requirements, this may involve ***service by post, process server or via diplomatic or consular officials***. Australian law does not prohibit private service of foreign process in Australia. Australia also accepts requests from foreign courts for service via the diplomatic channel.	Australie
	Hungary is party to the ***1954 Hague Convention*** on civil procedure and has ***several bilateral treaties*** on legal assistance. These treaties had for a long time provided legal basis for cooperation in civil matters with the States that were most important to Hungary (having the closest economic and personal relationships with Hungarians).	Hongrie
	Malaysia became a Member of the HccH on 2nd October 2002. The ***study of the 1965 Convention for the purpose of accession ranks high in priority*** by the Attorney General's Chambers in Malaysia. Nevertheless, further input from various governmental agencies as well as from the practitioners is required before accession. Steps are currently being undertaken to do the necessary for the purpose of accession, which requires policy consideration and approval from the Government.	Malaisie
	NZ has only recently become a Member of the HccH. For this reason, it has had to prioritise which Conventions it will work towards ratifying. Thus far, the Service Convention ***has not been identified as a sufficiently high priority for work to commence***.	Nouvelle-Zélande
2. Envisage to become a party?	Australia does ***not*** envisage becoming a party to the 1965 Convention ***in the immediate future***. Australia will ***examine the outcomes of the 2003 Special Commission*** with a view to ***considering adoption of the 1965 Convention***.	Australie

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	Yes, Hungary intends to accede to the Hague Service Convention. As Hungarian people and legal persons have developed connections with States overseas (US, Canada, Australia, Japan) we need a treaty that could serve as a basis for cooperation with these States. Another argument which urges the accession is that we will accede to the 1988 Lugano Convention which in Art 20 refers to the 1965 Hague Convention. The preparatory work for the accession is on the way. ***The accession is expected for the spring of 2004.***	Hongrie
	Results from the study by the Attorney General's Chambers of Malaysia from the legal perspective thus far have been ***positive***. Malaysia may be able to accede to this Convention in view of the existing infrastructure in place in the local legislations, namely within the Rules of the High Court 1980 which governs the civil court procedures. Nevertheless, amendments may be necessary to streamline the provisions in our legislation to accord with the provisions of the 1965 Convention.	Malaisie
	NZ does envisage working towards ratifying the Service Convention, as other priorities allow. This is because of the ***likely benefits of the Convention given the increasing incidence of cross-border litigation***.	Nouvelle-Zélande
	The question whether Swaziland envisages becoming a Party cannot be answered as yet since the ***country is currently in the election process*** thus without a cabinet.	Swaziland
II. / Administrative Information and updates		
3 Central Authority 3.1. Admin. info 3.2. Languages used 3.3. Statis. info	*See the full replies to the Questionnaire on the Conference's website* *And the updated information provided in the Full status report of the Service Convention* *Voir les réponses complètes au Questionnaire qui figurent sur le site Internet de la Conférence* *Ainsi que l'information mise à jour reproduite dans l'Etat complet de la Convention Notification*	
4 Case-law and reference works	*See the full replies on the Conference's website* *Voir les réponses complètes sur le site Internet de la Conférence*	
5 Handbook / HccH-website		
5.1. Info re forw. Auth., princ. / altern. modes of transm. and methods for exec. of requests for service to be put on HccH-website?	***Oui / Yes*** Canada : [F] Québec : Nous serions favorables à ce que les informations suivantes apparaissent sur le site : […] les ***méthodes acceptées de paiement, les exigences de traduction***, etc. pour chaque État partie à la Convention. Il pourrait être également envisagé d'inclure une référence aux dispositions législatives pertinentes pour chaque État partie à la Convention. *Nouveau-Brunswick* : À ma connaissance, nous n'utilisons pas le Guide. *Alberta* : Je consulte fréquemment la partie II de l'ancien Guide […] / [E] *Québec*: We would be in favour of the following information appearing on the Website of the Hague Conference and being regularly updated: […] the ***costs payable and accepted methods of payment, translation requirements*** etc. for each State Party to the Convention. Consideration could also be given to including a reference to the relevant legislative provisions of each State Party to the Convention. *New Brunswick*: To my knowledge, we do not use the Handbook. *Alberta*: I refer to Part Two of the former Handbook frequently […]. *Chine (Hongkong) :* It would be useful if the Hague Conference may maintain a website containing the updated version of the Handbook, practical and useful information regarding the Convention, as well as ***the practices and contacts in individual Contracting Parties***. To be useful, the website needs to be updated regularly. Hong Kong supports such an initiative. The website should contain the ***details of the Central and other Authorities*** of each Contracting Party (including the name and contact details of a person who may serve as a contact point), the	Canada, Chine, Chine (Hongkong), Chine (Macao), Espagne, Finlande, France, Japon, Koweït, Lituanie, Luxembourg, Norvège, Pays-Bas, Portugal, Rép. Slovaque, Suède

Question	Réponse / Reply	État / State
	relevant declarations that have been made by Contracting Parties pursuant to Art. 21 of the Convention, and ***citations of the relevant domestic legislation governing service under the Convention*** for each Contracting Party. ***Hyperlinks to the relevant websites*** should be included wherever possible. *Espagne* : […] outstanding judicial decisions with practical implications to the application of the Convention; ***use and frequency of the alternative methods*** of transmission. It is also of the utmost importance to include ***precise information of the Central Authorities***, specially in those countries that have chosen to establish several decentralized authorities. *France :* Pourraient être notamment publiées sur le site de la Conférence, les ***coordonnées complètes*** des autorités centrales (postales, téléphoniques, télécopie, et adresses électroniques), une ***énumération des autorités ou personnes compétentes*** dans chaque État, ***habilitées à saisir une autorité centrale*** à l'effet de faire signifier ou notifier des actes. *Lituanie :* […] In the view of the Ministry of Justice of the Republic of Lithuania, it is very important that the web site of the Permanent Bureau would expressly provide information submitted by the States Parties to the Convention, about the Central Authorities, receiving requests for service of documents from foreign authorities, with all their requisites, ***particularly in cases where a state designates [several] Central Authorities***, i.e. the criteria according to which a request for service should be forwarded to one or another Central Authorities designated by the state. *Norvège* : However, we welcome the proposal that the information in the second and the third parts of the former Handbook is made available at the Hague Conference´s website. In our view it is also important that the ***addresses of the Central Authorities*** are ***correct and updated***. *Pays-Bas* : Practitioners need information via the Internet. This site should provide as much relevant information as possible including the contact information that was contained in the old Handbook, supplemented by ***telephone*** and ***fax numbers, e-mail addresses*** and information on ***who is/are authorised to submit a request*** (Art. 3(1) the Convention). *Rép. Slovaque :* In view of the financial repercussions of the regular updating of such information, there could be an alternative solution to the update problem. Since most (maybe even all) States Party (Central authorities) have their own websites (in one form or another), there could be an agreement to have the updated information available on ***THEIR*** individual websites (in English and/or French) and the Hague website would only provide links to the updates. It is always easier to do such a decentralised updates from financial point of view.	
	The [HccH] is considering placing additional information for each State party on its website. This ***could, however, involve a heightened degree of labour for each State party*** in keeping information current. From our point of view, it would seem ***prudent to make such information more easily accessible*** via the Internet, which up to now could only be found separately in different places of the Handbook. In doing so, care should be taken to only include information which is not likely to be subject to any sudden changes, in order to keep the necessity of updating Member States' information at a minimum. In so far as information is sought concerning the national laws of the Member States of the European Union on the service of process, with the exception of Denmark, reference could be made to the Internet site of the ***European Judicial Network*** in civil and commercial matters (http://europa.eu.int/comm/justice_home/ejn/index_en.htm, under the topic "Service of documents").	Allemagne
	It would be useful to practitioners to have a ready source of information as to the specific practices and limitations imposed by member states on service requests. The United States provides detailed information regarding formal service requests on ***the website of Process Forwarding International*** (PFI), the contractor that acts on behalf of the United States Central Authority in executing formal service requests. See http://www.hagueservice.net/ A link to that website from the Hague Conference website could facilitate distributing information available at that location. We believe that given the liberal approach which the United States has taken with regard to its informal channels of service, little additional information is needed concerning service within the United States beyond what is provided	Etats-Unis

Question	Réponse / Reply	État / State
	on the Process Forwarding International website.	
	Les autorités suisses utilisent principalement le ***"Guide pratique"*** de notre Office qui est disponible sur Internet (http://www.ofj.admin.ch/rhf/f/service/recht/index.htm).	Suisse
	En ligne générale, nous ne sommes ***pas hostiles*** aux mises à jour des positions et des déclarations des Etats adhérents. Nous nous ***réservons de fournir une évaluation plus approfondie*** après avoir pris connaissance des implications concrètes en termes de ressources.	Italie
5.2 Structure of the HB	***Satisfactory / satisfaisante***	Bulgarie, Chine, Chine (Hongkong), Chine (Macao), Espagne, Finlande, France, Italie, Koweït, Lituanie, Luxembourg, Malaisie, Pologne, Rép. Slovaque, Suède, Suisse
	[F] *Québec* : ***Généralement oui***. Il nous apparaît important dans la révision du Manuel de mieux souligner la ***différence entre signification et notification***. Au Québec, dans le cadre de l'application de la Convention de La Haye, la signification est faite par huissier alors que la notification l'est par poste certifiée. *IPE* : ***Oui***. *Alberta* : La structure (titre et sous-titre) est très détaillée et facile à suivre. J'ai toutefois des questions à propos de la numérotation. Je trouve la ***numérotation de la table des matières, qui en chiffres romains, très déroutante et difficile à suivre***. Pour ce qui concerne le reste du document, j'ai remarqué que l'entête est placé de telle façon que dans les pages impaires, il est en appui à gauche tandis que dans les pages paires, il est en appui à droite. Cela semble peu commode de travailler avec. [E] *Québec*: ***Generally satisfactory***. We feel it is important in the revision of the Manual to indicate more effectively the ***difference between service and notification***. In Quebec, under the Hague Convention, documents are served by a bailiff, whereas notification is effected by certified mail. *PEI*: ***Yes***. *Alberta*: The structure (headings and sub-headings) are very detailed and easy to follow. I have ***concerns about the page numbering though. I find the page numbering for the Table of Contents, which is in Roman Numerals, to be very distracting and hard to work with.*** Regarding the rest of the document, I notice the header is set up so that even numbered pages are flush against the left margin, which odd numbered pages are flush against the right margin. This seems awkward to work with.	Canada
	We would support a ***proposal to use the Hague Conference website to supplement the Handbook*** and provide updated country-by-country information relating to the Convention's operation. Specifically, we would consider it useful for the website to include, but not be limited to: the name, address, telephone and fax numbers and email address of the foreign central authority; translation requirements; costs/fees; declarations and reservations; dates when the Convention entered into force for the member state.	Etats-Unis
	Generally the structure (headings and sub-headings) of the provisional version of the Handbook appear to be satisfactory. The Irish Central Authority is of the view that a ***subheading*** should be introduced to ***highlight the requirement that the certificate of service should be located on the reverse side of the request***. The ***certification*** by the Central Authority should be treated ***separately***.	Irlande
	The Handbook is a cross between a real Handbook which can be used by practitioners and a more scientific explanation of the Convention. ***It is of utmost importance that the Handbook remains accessible for use in practice.***	Pays-Bas

Question	Réponse / Reply	État / State
	Yes. We would favour the insertion of a conclusion at the end of each chapter.	Portugal
	Ce manuel est en tout point ***remarquable*** et les auteurs du projet doivent être complimentés pour la présentation attractive de l'ouvrage et pour la richesse des renseignements contenus. Une suggestion cependant. Pourrait-il être établi un ***tableau récapitulatif des conditions d'acceptation par les Etats des régimes de transmission alternatifs avec les réserves exprimées*** (id. que pour les art. 15 et 16) ?	UIHJ
5.3. Additional items to be covered in the HB?	***No / Non***	Allemagne, Bulgarie, Canada, Chine (Hongkong), Finlande, France, Italie, Koweït, Lituanie, Luxembourg, Portugal, Suisse
	All the main topics related to the operation of the Convention are included. Nevertheless, it might be the case that ***other items would come up during the discussions of the Special Commission's meeting*** in October 2003, which could be of interest to the States Party to be included in the final version of the Handbook.	Espagne
	We would welcome ***hyperlinks to court cases and other materials on the operation of the Convention*** or guidance on where to find such materials.	Etats-Unis
	a) On the annex portion of the form it is ***unclear what documents are required to be annexed***. It appears from the Convention that only the certificate need be included and no affidavit of service or non service, as the case may be, must be annexed. b) The Central Authority may order that service be affected on an address which differs slightly from that requested, i.e. the wrong postcode or a non-existent house number may be stated on the request but the actual address itself is capable of service regardless of the error. Where this occurs ***provision should be made on the form to allow an explanation to be given by the Central Authority as to why the address served differed*** from the address to which service was initially requested i.e. point out the nature of the discrepancy, mistake or omission. c) If a situation arises whereupon only some of the documents requested to be served in the request are in fact served e.g. only four out of five, perhaps there should be provision made for a ***description of the outstanding documents to be served*** to be made. d) It should be specified that ***non-applicable portions of the form must be crossed out.*** The Irish Department of Foreign Affairs is of the view that ***more emphasis*** should be added in the Handbook in relation to the ***preference*** that requests should be transmitted directly from the Central [sic] Authority of the requesting state to the ***Central Authority*** of the requested state and that transmission via diplomatic channels is a time-consuming process and is not necessary.	Irlande
	The ***restrictions and statements*** of the various Contracting States are of great importance in practice. A ***subject index*** would also make the Handbook easier to use.	Pays-Bas
	The original ***Explanatory Report*** to the Convention should be included.	Rép. Slovaque
	For countries where service gives rise to payment or reimbursement of costs, ***information on the amount and methods of payment*** should appear in the Handbook.	Suède
5.4. Updating of the HB	States party should inform PB about changes for ***immediate update***. PB could send ***reminder*** once a year.	Suède
	We would suggest that updates to the handbook be done ***directly on the [HccH] website***, with list serve announcements to Central Authorities.	Etats-Unis
	Une ***mise à jour régulière*** du Manuel est ***indispensable*** pour assurer une bonne application de la Convention. Si	Luxembourg

Question	Réponse / Reply	État / State
	le Manuel est rendu accessible sur le site Internet de la Convention, il sera nécessaire de le mettre à jour au fur et à mesure des modifications signalées par chacun des Etats contractants.	
	Each party is responsible for keeping the Hague Conference informed about changes with regard to the information that appears on the site. It is then up to the Hague Conference to update the information on the site as promptly as possible. The other information in the Handbook should also be ***regularly*** updated.	Pays-Bas
	The Irish Central Authority and the Irish Department of Foreign Affairs agrees that ***regular and continuous*** updating of the Handbook is desirable. Perhaps such updating may occur as follows: the ***relevant authorities*** of each state should agree to post any new information and practices in relation to the 1965 Convention ***on their respective websites*** on a regular basis so that other Central Authorities may access same when the need arises.	Irlande
	It seems desirable that the Handbook is ***updated regularly and continuously***, at least from two to ***two years***.	Chine (Macao)
	We would think that updating of this Handbook is important ***when the practice*** of application and implementation methods of the Convention by the Parties to the Convention ***has changed***, also, when they have ***changed Central Authorities***, document transmission channels, methods of serving the documents, etc.	Lituanie
	In our opinion, to update the information on the website ***regularly and continuously*** is more desirable.	Chine
	Members States should supply the Permanent Bureau with information on practical and interpretative changes to the Convention in their country. The ***Permanent Bureau could send a reminding note*** to the Member States on a regular basis. Necessary amendments or updates on the Handbook should subsequently be made available on the Conference's website.	Portugal
	One of the possible option is to set up a system similar to other ***"loose leaf"*** books (as this one presumably will be). Each purchaser could subscribe to updates and those would be sent to the purchaser 3 to 4 times a year (depending to the extent of changes). Maybe in the context of this particular handbook, even once a year might be sufficient. Especially if updates under 5.1. are set in place.	Rép. Slovaque
	[F] *Québec* : Le Manuel devrait être ***mis à jour de façon continue***, au fur et à mesure que les informations parviennent de source autorisée au Bureau permanent. Une édition sur support papier pourrait être publiée chaque fois que le besoin se fait sentir d'avoir une Commission spéciale sur le fonctionnement de la Convention. *IPE* : Fixer des dates d'impression – p. ex. impressions annuelles, semestrielles ou trimestrielles. *Alberta* : Une mise à jour ***annuelle ou semestrielle*** serait peut-être suffisante. Les praticiens peuvent facilement communiquer par téléphone, lettre, télécopieur ou courriel avec le pays en question pour confirmer qu'ils remplissent bien la demande. ***Chaque autorité centrale pourrait être responsable de présenter les renseignements actualisés dans une présentation identique à la présentation existante : le Webmaître devrait pouvoir la copier et coller simplement.*** [E] *Quebec:* The Manual should be ***updated on an ongoing basis*** as information is received from the authorised source by the Permanent Bureau. A paper edition could be published whenever the need is felt for a Special Commission on the Operation of the Convention. *PEI*: We have specific print dates – Annual, bi-annual or quarterly print dates. *Alberta*: Perhaps ***annual or bi-annual*** updating would be sufficient. Practitioners can easily call, write, fax or e-mail the particular country to ensure they are completing their request properly. ***Each Central Authority could be responsible for submitting updated information in a format identical to the existing. The Webmaster should simply be able to copy and paste.***	Canada
	Annual updating of the handbook should be sufficient. The resources may be obtained by seeking out ***sponsorship or voluntary contribution from parties*** to the Convention.	Chine (Hongkong)
	Idéalement, ***le plus fréquemment possible*** et ***au moins une fois par an.***	France
	Une mise à jour ***tous les 5 ans*** nous paraît suffisante.	Suisse

Question	Réponse / Reply	État / State
	1) updating : ***annually*** – 2) resources: it would be desirable to centralize the information, in order to unify criteria and internal practice. For that purpose, the ***creation of a working group*** within each country, including experts and practitioners from different realms, would be useful.	Espagne
	We suggest that the handbook be updated ***at least in connection with each Special Commission*** on the practical operation of the 1965 Convention.	Finlande
	La mise à jour du manuel pourrait se faire sur base ***annuelle, par la Commission Spéciale,*** compte tenu des indications fournies par les Autorités Centrales de chaque Etat.	Italie
	It is sufficient for the Handbook to be updated ***before a session of the Special Commission*** as statements on a preliminary draft prepared by experts on the application of the Convention should be required.	Bulgarie
	We appreciate the importance of up-to-date information, especially in view of the benefits such information would bring to Contracting States as well as future Contracting States of these conventions. However, it is pertinent to note that any such ***effort should not result in financial burden on Member States***. ***Alternative means of raising resources*** that may be considered include (i) leaving such work to be undertaken by private academicians or practitioners; (ii) selling the practical handbook to private academicians or practitioners and using the profits for future research funding.	Malaisie
	Updating of the Handbook up to now appears to be satisfactory. As regards case-law and reference works, updating of this kind can also be performed on the existing ***Internet site of the [HccH]***. Due to language barriers, the English or French versions of the Handbook itself are used comparatively seldom in German judicial practice. However, it is used by the higher courts in legal disputes concerning matters of interpretation. Nevertheless, comparatively seldom use is not a drawback since updates on legal practice are carried out another way, *i.e.* through the annually updated Regulation on Judicial Assistance in Civil Matters (Rechtshilfeordnung für Zivilsachen - ZRHO), an administrative regulation.	Allemagne
	We do not have an opinion about frequency and resources of updating the Handbook. However it may be desirable to make it possible to access the latest information, for example, by means of the ***web site***.	Japon
5.5. Internet sites providing info on application of the Conv.	*See the full replies on the Conference's website* *Voir les réponses complètes sur le site Internet de la Conférence*	
III. / Application of the Convention		
6. Scope		
6.1. Changes since 1992?	***No / Non*** <u>Pays-Bas</u> : No, no change, but ***there is more clarity***. For example, refer to the Netherlands Supreme Court ruling of 3 October 1997 (NJ 1998, 887 nt PV), set out in the Handbook, regarding writs of summons from foreign states.	Allemagne, Bélarus, Bulgarie (depuis 2000), Canada (N.-Brunswick, IPE, Alberta), Chine, Chine (Hongkong), Chine (Macao), Danemark, Espagne, Etats-Unis, Finlande, France, Italie, Japon, Luxembourg, Norvège, Pays-Bas, Pologne, Portugal, Rép. Slovaque, Suède,

Question	Réponse / Reply	État / State
		Suisse, Ukraine
	[F] ***Oui,*** la Convention a récemment fait l'objet de jurisprudence pour la première fois au Québec. [E] ***Yes***, the Convention has recently been the subject of judicial decisions for the first time in Quebec.	Canada (Québec)
	Since 1992 there has been a ***significant increase in requests for service of non-judicial documents***, the litigation character of which appears to be questionable. However, the Irish Central Authority has not yet declined to serve on the basis of the doubts aforesaid.	Irlande
6.2. Develop. re "in civil or commercial matters"?	***No / Non*** *Portugal* : No. Our Courts tend to follow the interpretation of the European Court of Justice on the concept of civil and commercial matters under the Convention of 27 September 1968 on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters ("Brussels Convention").	Bélarus, Bulgarie (depuis 2000), Canada, Chine, Chine (Hongkong), Danemark, Etats-Unis, France, Finlande, Irlande, Luxembourg (absence de jurispr.), Norvège, Pays-Bas, Portugal, Suisse, Ukraine
	[…] In the legal system of the MSAR, the difficulties that arise in other countries do not exist, as the only matters that are excluded from the phrase "civil and commercial matters" are ***administrative matters***.	Chine (Macao)
	Some States do not execute requests in cases, which they define as ***administrative*** and not included in "civil and commercial matters".	Suède
	The phrase "in civil or commercial matters" may give rise to some difficulties in interpretation of its scope because the ***interpretation*** of the phrase ***may differ between a requesting State and a requested State***. A typical example of this divergence can be seen in the question whether or not the documents of ***administrative*** cases should be within its scope of the phrase. We understand that each State shall have authority to interpret it autonomously. However it is necessary and beneficial to know the interpretation of the phrase and the practical operation in each State. Where the interpretation of such phrase becomes a point of issue in the civil case in Japan, a court seized interprets it autonomously.	Japon
	L'expression "en matière civile et commerciale" utilisée par ce bureau indique la notification de ***tous les actes, à l'exclusion des actes en matière pénale et administrative.***	Italie
	The Spanish Central Authority adopts a fairly broad approach to this concept, and is ready to accept requests for service of documents under the Service Convention that relate to ***almost anything except criminal offences***. In this respect, service has been granted for judicial documents pertaining to the ***labour and administrative branch*** of our jurisdiction.	Espagne
	We have encountered one particular problem with the scope in relation to one country´s authorities (France) who tried to serve documents in ***administrative matters*** (orders for fines) on the basis of the Convention. Even in this case, we do not think this was a problem with the interpretation of the scope, but rather finding a way to serve documents in situations where there is no other international instrument. Slovak courts do not seem to have difficulties with the scope "civil and commercial" matters and it ***has always been interpreted widely*** (including family law, succession, labour law matters as well). The ***only area of "uneasiness" are cases of presumably administrative law*** decided by foreign (administrative) courts (we had cases with Germany), where sometimes for us as a requested country is difficult to assess whether the case does or does not fall under the scope. ***But even in such margin cases we provide the requested assistance,*** though we advise the Slovak courts that they cannot	Rép. Slovaque

Question	Réponse / Reply	État / State
	use the convention for assistance in matters of administrative law.	
	We have nothing further to add to the German court rulings listed in the provisional version of the Handbook concerning the interpretation of the phrase "in civil or commercial matters". However, ***the term "commercial matter" is used in other legal acts, particularly European legal acts. This raises the question as to what extent this term can be comparatively interpreted in the Hague Convention on the Service of Documents and to what extent there are differences.*** Of particular significance is the case-law of the European Court of Human Rights on Article 1 of the European Convention on Jurisdiction and Enforcement and Council Regulation (EC) No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters dated 22 December 2000.	Allemagne
	After Lithuania started to apply the Hague Convention [June 2001], the scope of the phrase "in civil or commercial matters" did not give any rise to difficulties for the competent Lithuanian authorities. The interpretation of these notions was determined by certain spheres of regulation of the Civil Code and Code of Civil Procedure of the Republic of Lithuania, i.e. property relations of persons (natural and legal) and personal non-property relations pertaining thereto, as well as family relations; examination of civil, labour, family, intellectual property, bankruptcy, restructurization cases, other cases regarding private legal relations, judgement adoption and enforcement, procedure for the examination of requests for recognition and enforcement of foreign judgements and arbitration decisions in the Republic of Lithuania.	Lituanie
6.3. Non-mandatory character of the Conv.	***No / Non***	Canada, Chine, Danemark, Finlande, France, Italie, Japon, Suède, Suisse
	The approach of the *lex fori* determining whether a document should be transmitted abroad ***has always been applied and continues to be applied*** in our legal practice.	Bulgarie, Chine (Macao), Rép. Slovaque
	For the court decision ***the document should be handed abroad***.	Bélarus
	Non. Il convient de préciser que depuis l'entrée en vigueur du ***Règlement européen*** n° 1348/2000 du 29 mai 2000 relatif à la signification et à la notification dans les Etats membres des actes judiciaires et extrajudiciaires en matière civile ou commerciale, entré en vigueur le 31 mai 2001, l***e nombre de requêtes introduites sur base de la Convention de la Haye a nettement baissé***.	Luxembourg
	No. The ***Handbook provides a good description of Dutch law*** with regard to this point (page 10 of the English version). Although the procedures regarding civil action have been changed, the Netherlands Supreme Court ruling in the Mabanaft case retains its significance. (The service of the documents at the office of the attorney or lawyer in the previous instance pertaining to the objection, appeal and appeal in cassation, relevant to that ruling, has now been included in Article 63 of the Code of Civil Procedure).	Pays-Bas
	Article 96.1 of the Spanish Constitution confers a ***supra lege force to all international treaties*** validly concluded by our country and published in the Official Journal. The application of international instruments is therefore ***mandatory to all judicial authorities***. Furthermore, article 177 of the Spanish Procedural Law refers to international treaties as the first legal source to rule mutual legal assistance. Only in the absence of a specific treaty ruling this matter, shall the national law become applicable. See also article 323 of the Civil Procedural Law containing a specific reference to the application of international instruments concerning foreign public documents, conferring them legal force within the internal judicial process.	Espagne
	It has been observed that the courts in not all Contracting States view the application of the Hague Convention on the Service of Documents as binding for the service of process in foreign countries. What is not mentioned are cases involving so-called ***fictitious domestic service***, where, although the addressee is in fact present in a foreign	Allemagne

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	country, the service itself was already performed domestically and the addressee is then only notified informally of the domestic service. German law does also provide for situations of this kind under section 184 of the German Code of Civil Procedure (service by mail), although not specifically for the writ of summons, but rather for the final judgment. This refers instead to cases in which service abroad is effected, factually at least, also under the law of the country where the court has venue, but not on the basis of the Hague Convention on the Service of Documents. ***Particularly in relations with the United States of America, for instance, defendant industries have reported that only a portion of services abroad are performed on the basis of the Hague Convention on the Service of Documents and that consequently, in practice, the priority accorded to the Convention under Rule 4 f) of the Federal Rules of Civil Procedure is not always observed.*** Instead, service is performed – partly in addition to service in accordance with the Convention and simultaneously with it – on subsidiaries located in the USA and the effects of service are extended to the defendant foreign parent company. In addition, Rule 4 d) of the Federal Rules of Civil Procedure endorses the ***waiving of service*** that is performed on the basis of international treaties, whereas it ensures the defendant a longer period of time in which to file statements, but at the same time possibly (in domestic service) charges the defendant for all costs connected with the service. ***Ultimately, cases of service by mail to Germany frequently occur, although Germany objected to this form of service on the basis of the Hague Convention on the Service of Documents.*** A further problem exists in the practical incapacity to effect service on ***U.S. soldiers*** who are stationed in a third State. Service under the Convention is repeatedly refused by U.S. authorities whilst making reference to the necessity of performing service via the third State in which the respective soldier is stationed. However, the third State then refuses service, since the U.S. soldiers stationed there do not fall under their jurisdiction. As a result, service cannot be effected.	
	There is ***little controversy*** that the Hague Service Convention's procedures are generally considered mandatory and exclusive when litigants must make service outside of the United States. As addressed by the U.S. Supreme Court in Volkswagenverk A.G. v. Schlunk, 486 U.S. 694 (1988), however, there is a narrow exception where service can be made on persons or entities within the United States pursuant to procedures under specific local law. Although that law is binding on all state and federal courts within the United States, and service under local rules may be utilized when available under applicable local law, most outgoing service of process requests continue to be made under the Hague Convention.	Etats-Unis
6.4. Exclusive character of the Conv. – any development?	***No / Non***	Allemagne, Bélarus, Bulgarie (depuis 2000), Canada (IPE, Alberta), Chine (Macao), Espagne, Finlande, France, Italie, Japon, Luxembourg, Norvège, Pays-Bas (voir rép. complète), Portugal, Suisse
	[F] Comme indiqué dans le manuel provisoire, la Cour d'appel a récemment indiqué que la Convention n'est pas exclusive (voir page 16 du Manuel). [E] As mentioned in the provisional manual, the Court of Appeal has recently indicated that the Convention is not exclusive (see page 16 of Manual).	Canada (Québec)
	The Slovak authorities have ***always accepted this aspect***. We have, however, encountered a repeated disregard for this kind of interpretation by the ***German courts*** in relation to Slovak parties to the proceedings. The German	Rép. Slovaque

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	courts would repeatedly serve some documents on Slovak residents by post (irrespective of the fact that Slovakia made a reservation under Art. 10). When approached, the Federal Ministry of Justice of Germany argued that documents, which under German procedural law, do not have to be served on a party (i.e. whose service has no legal consequences), do not have to be served under the Convention. We do not agree with this interpretation, however, because the Convention does not distinguish between documents which have to be served and those which do not. We maintain that once the authority makes the decision to serve a document abroad, then it has to follow the Convention.	
6.5. Terminology used in the Conv. (diff. because of changes in nat. law?)	***No / Non***	Allemagne, Bélarus, Bulgarie, Canada, Chine, Chine (Hongkong), Chine (Macao), Espagne, Etats-Unis, Finlande, France, Italie, Japon, Koweït, Luxembourg, Pays-Bas, Pologne, Portugal, Rép. Slovaque, Suède, Suisse, Ukraine
	Il est indéniable qu'en terme de précision juridique la traduction entre anglais et français suscite des controverses : Ex. civil servant = fonctionnaire ? Service = signification ? Writ of Summons / Subpoena / Citation = assignation ? L'UIHJ émet le vœu de confectionner un court glossaire, anglais et français, pour les principaux termes juridiques ou, pour le moins, un petit texte qui aurait une réelle valeur objective et permettrait de s'accorder sur les termes essentiels transposables dans les deux langues.	UIHJ
7. Forwarding Authorities		
7.1. Which are comp. FA?	*See the full replies on the Conference's website* *Voir les réponses complètes sur le site Internet de la Conférence*	
7.2. Cooperation between CAs to determine comp. of forw. auth.	We have had situations where the "competence" of the forwarding (requesting) authority was somewhat ***questionable, but in the light of the philosophy of the Convention we accepted such requests***. The determination of the consequence for the service by an "incompetent" requesting authority shall lie with the forum (i.e. invalid service) and the receiving authority or State should not be put in a position to scrutinise whether that authority is or is not competent under the law of the forum. Consequently, such ***scrutiny should remain subject to special circumstances***. Of course, information on the authorities competent under each State Party's law would be useful (i.e. through the Handbook or via Conference website).	Rép. Slovaque
	We believe that ***the law of the forum submitting the request should determine the question*** of the competence of the forwarding authority.	Etats-Unis
	The competence of the requesting authorities should of course be determined by the domestic rules of the Requesting State. But ***cooperation and discussions between the Central Authorities could always serve as a fruitful way forward instead of refusal of service***. We therefore welcome the possibility for the Central Authority of the State addressed to ask the Central Authority of the requesting State for explanations regarding the competence of the forwarding authority, ***not only in exceptional cases, but whenever this might solve a***	Suède

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	problem.	
	Should be ***encouraged in broader circumstances***; in all cases when Central Authority has got ***reasonable doubt*** about competence of the forwarding authority.	Pologne
	We believe that cooperation between the Central bodies by definition of the competence of transmitting body, in our opinion ***should be more extensive***.	Bélarus
	On devrait ***encourager la coopération entre les autorités centrales dans des circonstances plus globales***. La signification personnelle d'actes juridiques est une partie tellement petite du processus que les autorités centrales devraient au moins la rendre aussi facile que possible.	Canada (Alberta)
	We prefer a ***liberal approach*** and consider that cooperation between Central Authorities to determine the competence ***should not be limited to a few "specific circumstances"***.	Chine (Hongkong)
	Cooperation between the CA is based upon the provision of the treaties.	Koweït
	Devrait se limiter aux ***« cas exceptionnels »*** / ***special circumstances.***	Canada (Québec), Chine (Macao), Espagne, Finlande, Lituanie, Pays-Bas, Portugal, Suisse
	There are ***no longer any recurring problems*** in determining whether a foreign authority is competent to forward requests for service. ***Doubt*** as to competency can arise at any rate, ***if requests for service are submitted by foreign attorneys or administrative authorities (e.g. from Norway)***. In order to avoid having to make checks, it would seem sensible in such cases for attorneys or administrative authorities to ***simultaneously certify at the time of forwarding their request for service that they are authorised to do so under their national law***. Such assurances, which are in keeping with common practice, are especially recommended for the ***USA***, since not all U.S. states authorise attorneys to submit requests for service. If as an exception a need of further investigation should exist, direct contact between the Central Authorities would seem the most sensible route. However, this should remain ***limited to special circumstances***. Should the Central Authorities also find it necessary beyond this to exchange further information, this would appear plausible.	Allemagne
	En pratique, ce type de question ***ne se pose guère plus***.	France
	Ireland has ***not to date questioned the status of the requestor***.	Irlande
	Non.	Italie
8. Methods for service	***The wording of the question is not precise:*** it does not have to be the Central authority which serves the documents (Art. 5 does not give the obligation to serve to the CA only). Perhaps a sub-question should be "who" is responsible for the service under Article 5, the CA or some other authority. In the case of Slovakia, it is the courts who are responsible to serve documents on the addressees, not the Ministry of Justice as the Central authority. Service under Art. 5(1)(a) is done either by the ***court*** summoning the addressee and handing over the documents or by ***postal service*** (special form of delivery, so called "service into own hands", with the possibility of alternative service by deposit, under the strict circumstances prescribed by law). ***Postal service is done only if Slovak translation is attached to the documents or if it can be concluded that the addressee understands the language of the (untranslated) document.*** Simple service (Art. 5(2)) is done by the court summoning the addressee, informing him of the possibility to refuse service and handing over the documents if he accepts or returning the request without execution, if he does not accept. Special service under Art. 5(1) b has, as far as we know, never been requested from the Slovak authorities. In such a case the court would try to follow the method for service described in the request. It has to be pointed out, however, that the domestic provisions on service of	Rép. Slovaque

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	documents are *undergoing a legal scrutiny at the moment* which may result in changes to the methods/forms of service under Slovak law. Yet, it is premature at the moment to foresee the results of that exercise.	
8.1. Methods used for formal service / informal delivery / special request	The competent Central Authority forwards the request for service to the ***competent Local Court*** for execution whose jurisdiction is in the addressee's place of residence or location. The Central Authority in Baden-Württemberg (Freiburg Local Court) disregards forwarding to the competent local court if all the conditions for service are met under Art. 5(1(a). In such cases, it carries out service itself by having the documents served via registered return receipt in accordance with German civil procedural law. Under German law, ***the local court can exact both a simple (informal), as well as a formal service in person***. This depends primarily upon the request. However, if simple service has been requested and a translation has also been enclosed, formal service in person – as an upgrade on a simple service, which is of benefit to the person filing the request – may also be performed. In simple service, under Art. 5(2) of the Convention the addressee may refuse to accept the documents without being required to provide any reasons for doing so. Acceptance is voluntary, a fact which must be explained to the addressee. ***Formal service under Art. 5(1), on the other hand, is only permissible in Germany if the document to be served and any attachments thereto have been prepared in German or have otherwise been translated into German***. In such case, documents may also be served against the addressee's will (supplementary service). This particular form of service is frequently requested. The courts generally perform service in accordance with Art. 5(1)(a) via the ***postal service***, service in accordance with Art. 5(2) is performed by court officials or bailiffs. ***Services by special request seldom occur***. It is in fact the case that requests of this kind are submitted from the United States of America. However, in such cases, when closer enquiry is made, it happens that what is meant by a "special request" is a formal service, which is already provided for under German law within the meaning of Art. 5(1), i.e. that service should be performed specifically against the addressee's will.	Allemagne
	Documents are entrusted ***by courts*** in conformity with art. 5(1)(a) and art. 5(2) of the Convention.	Bélarus
	In the Republic of Bulgaria the service is ***formal*** within the meaning of Art. 5 of the Convention – it is done ***by the Court*** during a sitting of the Court.	Bulgarie
	[F] ***La notification formelle*** **:** *Québec :* La procédure normale est la signification faite à personne effectuée par un huissier au Québec, en remettant une copie du document en mains propres à son destinataire […] en laissant la copie au domicile ou à la résidence du destinataire, aux soins d'une personne raisonnable qui y réside. […] à une personne morale […] soit à son siège, soit à l'un de ses établissements au Québec ou à celui de son agent dans le district où la cause d'action a pris naissance, en s'adressant à l'un de ses dirigeants ou à une personne ayant la garde de l'établissement. *Nouveau-Brunswick* : À ma connaissance, nous recevons rarement, voire jamais, des demandes visant une autre méthode de signification que la signification personnelle. […] La demande parvient au cabinet du procureur général […]. Les documents sont transmis au shérif du district judiciaire en question et la signification est exécutée par un shérif adjoint qui remplit ensuite le procès-verbal de signification. *IPE* : « signification officielle » cela signifie par le shérif. *Alberta* : La seule signification que nous reconnaissons est la signification « officielle » (personnelle) par l'intermédiaire de l'autorité centrale de l'Alberta. Nous n'utilisons pas la signification par la police ou des fonctionnaires à des fins de signification « informelle ». […] Nous ne signifions pas non plus des actes par l'intermédiaire de la Société canadienne des postes. Cependant, on dit à la page 62 du Guide qu'en Alberta [...] la signification sera faite par courrier enregistré au choix de la partie requérante. Je ne me souviens pas de l'avoir déjà fait. [...]. *Ontario* : la procédure habituelle est la signification personnelle faite par un agent d'exécution du Ministère à une personne en remettant une copie de l'acte au défendeur en personne. [...] en laissant une copie de l'acte à son domicile à une personne adulte qui semble être membre du ménage et en envoyant une copie par la poste le même jour ou le jour suivant au destinataire. La signification à une société se fait habituellement en laissant une copie de l'acte à un préposé, directeur ou mandataire de la société ou à une personne au lieu d'affaire de la société qui semble assumer le contrôle ou la gestion du lieu d'affaire. ***La simple remise*** **:** *Québec :* La signification par simple remise n'est pas une méthode utilisée au Québec. Toutefois, la signification à	Canada

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	un lieu où, dans un rayon de 50 kilomètres, il n'y a ni shérif ni huissier capable d'agir peut être faite par une personne majeure résidant à l'intérieur de ce rayon. *IPE* : La « remise informelle » pourrait se faire par la police. *Ontario* : La remise informelle n'est pas une méthode de signification connue en Ontario. ***La demande particulière :*** *Québec* : il est arrivé qu'un requérant demande une forme particulière lorsque la signification par un huissier et la notification par poste certifiée ont échoué, mais la demande particulière doit être permise par le droit québécois pour qu'il y soit fait droit. [...] *IPE* : Une « demande spéciale » pourrait se faire par un service de messagerie. *Ontario* : Sur demande, la signification par la poste est faite par l'Autorité centrale en envoyant une copie du document par le service postal à la dernière adresse connue du destinataire, par courrier enregistré. **[E]** ***Formal service*** **:** *Québec*: the normal procedure is personal service by a bailiff who delivers a copy of the document to the recipient. [...] by leaving a copy at the domicile or residence of the recipient in the care of a reasonable person who resides there. [...] on a legal person at its head office, at one of its establishments in Quebec or at the establishment of its agent in the district where the cause of action arose, speaking to one of its senior officers or to a person in charge of the said establishment. *New Brunswick* : To my knowledge, we rarely, if ever, receive requests for a method of service other than personal service. [...] The request is received in the office of the Office of the Attorney General [...] The documents are forwarded to the sheriff for the judicial district in question and service is carried out by a deputy sheriff who then completes the certificate of service. *PEI*: "formal service" this means via the Sheriff. *Alberta*: The only service we recognize is "formal" (personal) service through the Central Authority in Alberta. We do not use the police service or officials in "informal" service. [...] We do not serve documents using Canada Post either. However, Page 62 [of the former Handbook] says In Alberta [...] service will be made by certified mail at the option of the requesting party. I can't recall ever doing this. [...]. *Ontario*: The usual procedure is personal service made by a Ministry Enforcement Officer, on an individual by handing a copy of the document to the defendant in person. [...] by leaving a copy of the document at his residence with an adult person who appears to be a member of the household and by mailing a copy on the same day or the following day to the person being served. Service on a corporation is usually effected by leaving a copy of the document with officer, director or agent of the corporation, or with a person at the corporation's place of business who appears to be in control or management of the place of business. ***Informal delivery:*** *Quebec*: Service by delivery of the document is not a method used in Quebec. However, service in a place or within a radius of 50 kilometres where no sheriff or bailiff is able to act is possible as long as it is made by an adult residing within this radius. *PEI* : "informal delivery" could use the police *Ontario*: Informal delivery is not a known method of service in Ontario. ***A special request*****:** *Québec*: it has happened that a requester wanted a specific form of service when service by a bailiff and notification by certified mail had failed, but the specific request must be permitted by the law of Quebec in order to be executed. [...] *PEI* : "Special request" could you courier. *Ontario:* If requested, service by mail is effected by the Central Authority by sending a copy of the document through the postal service to the last known address of the person to be served, by registered mail.	
	Art. 5(1)(a) : The Central Authority of China refers the document to ***the competent court***. The court will serve the document directly to the addressee or the person who is entitled to receive the document. Where direct service is impracticable in some cases, other methods may be employed in accordance with the Civil Procedure Law. Art. 5(2): There is no such kind method in the Chinese domestic law, and the addressee may refuse to accept it in any case. Art. 5(1)(b) :In such cases, the Central Authority of China forwards the documents to the competent court. The competent court may execute the service to the extent not contrary to Chinese domestic law.	Chine
	All services are effected ***by Chief Bailiff of the Court,*** unless specifically asked otherwise, ***by formal service in one of the following ways***: (a) by personal service on addressee if addressee is a person; (b) by leaving at the registered office address if addressee is a limited company or corporation; or (c) by personal service on an officer of the company or corporation if addressee is a limited company or corporation and the registered office is no longer occupied or used by it. The ***informal delivery*** is also carried out by the Chief Bailiff. Most of the special requests are to serve the document ***by post***, which is also done by the Chief Bailiff.	Chine (Hongkong)

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	Upon the receipt of a request for service, the ***Central Authority forwards the request to the MSAR competent authorities***. According to the Civil Procedure Code, service can be made through means of ***registered letter with reception notice*** or of ***personal contact of a judicial officer with the addressee***. The service through means of personal contact of a judicial officer with the addressee is only used if the service through means of registered letter fails. The judicial officer delivers to the addressee the relevant documents. A certificate attesting that the documents have been delivered is signed by the addressee. In certain cases, the ***attorney*** can request that service is performed by him. The attorney may declare that another person duly registered to render forensic services or another attorney (appointed by that same attorney) will serve the document.	Chine (Macao)
	The Central Authority causes the document to be served, in the sense of Art. 5(1)(a) of the Convention, by ***forwarding it to the Dean Judge*** (*Juzgado Decano)* of the Courts of First Instance within the judicial territory (*partido judicial*) where the document is to be served. This judicial organ is competent for distributing the different matters (including service of documents) among the judicial authorities that fall under its jurisdiction. The actual service (in the sense of Art. 5(1)(a)) is done by the Court of First Instance to whom the matter has been forwarded. In principle, although a different form of service is not prohibited nor allowed in our domestic law, the Central Authority is ***not usually confronted to a special request*** by the applicant (Art. 5(1)(b) and ***does not practice informal delivery*** within the meaning of Art. 5(2).	Espagne
	Formal Service: The United States Central Authority has *outsourced to a private contractor*, Process Forwarding International, the responsibility for making all formal service pursuant to Art. 5(1). Under this contract, Process Forward International will execute all service requests using personal service. In the event personal service is impossible to effect, Process Forwarding International will serve such other method or methods as may be permitted under the law of the jurisdiction, including mail service, if authorized. In addition, Process Forwarding International is required to complete service of documents for return to the foreign requesting authority within six weeks of receipt. ***Informal Service***: Informal service is ***authorized within the United States in a variety ways***: through members of diplomatic or consular missions in the United States, through the mails or by private persons if that would be effective under applicable law, provided no compulsion is used. The requesting authority would make arrangements for service using one of these informal means. ***Special Request*** within Art. 5(1)(b): We are presently unaware of any "special requests" that would require service by a means other than those discussed above.	Etats-Unis
	The central authority sends the documents to the ***competent district court*** in order to effect ***formal service through a process server***. Finland has not had requests under Art. 5(1)(b).	Finlande
	Les articles 688-1 à 688-4 du nouveau code de procédure civile prévoient ***deux modes*** de notification possibles pour les actes en provenance d'un État étranger dont la notification est demandée par les autorités de cet État : soit par voie de ***simple remise*** soit par ***voie de signification***. ***Notification formelle :*** A la demande d'une partie, ou d'office, il est possible de faire signifier l'acte par voie de signification, accomplie par un ***huissier de justice***. Dans ce cas, le ministère de la Justice transmet l'acte qui lui a été adressé à la chambre nationale des huissiers de justice, laquelle, à son tour, l'adresse à un huissier de justice territorialement compétent pour le signifier. En pratique, il n'est recouru à la voie de signification par un huissier de justice, ***qu'en cas de demande expresse du requérant***. C'est du reste le mode choisi par la moitié des requérants des États-Unis d'Amérique qui joignent à cette fin, spontanément, un chèque destiné à couvrir les frais. En effet, dès lors que l'intervention d'un huissier de justice a été expressément demandée, *il incombe au requérant de supporter les frais* occasionnés par l'intervention de cet officier ministériel. Dans le cas de la notification par voie de ***simple remise***, l'acte est transmis au ministère public près le tribunal de grande instance dans le ressort duquel ils doit être notifié. Il est ensuite remis au destinataire par les soins d'un fonctionnaire de police ou d'un militaire de la Gendarmerie nationale, requis à cette fin par le Parquet. Cette notification est faite *sans frais*.	France
	Order 121, Rule 3 of the Rules of the Superior Courts is relevant in answering this question: *"3) If any particular method of service is requested, the Central Authority may direct service in the manner*	Irlande

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	requested unless satisfied that such method is incompatible with the law of the State or the practice and procedure of the Court. *4) If no particular method of service is requested or if the method is either incompatible with the law of the State or the practice and procedure of the Court, the Central Authority shall direct that personal service be effected upon the person concerned.* *Such service to be effected by the delivery to and leaving with the person concerned one copy of the document to be served and of any translation thereof.* *5) The Central Authority shall direct that service under (3) or (4) above shall be effected by the Chief State Solicitor or by some person or persons designated for that purpose by him or by the Central Authority."*	
	Les méthodes prévues à l'art. 5 n'ont ***pas changé*** et cette Autorité Centrale n'envisage aucune modification.	Italie
	Art. 5(1)(a): The Minister for Foreign Affairs designated as the Central Authority refers the document to the competent ***court*** of justice. Service is then effected either by ***post*** (special postal service, Art. 66 of the Mail Act; a report of service is drawn up by the postman) or through a ***marshal*** (see practical handbook second edition). Art. 5(1)(b): When it is so requested, a ***marshal*** will effect service by delivering the document directly to the person after ascertaining that he/she is the addressee (see practical handbook second edition). Art. 5(2): The Minister for Foreign Affairs refers the documents sent to it to the competent ***court clerk***. The court clerk ***informs the addressee*** of the documents to be served and the addressee then either presents himself/herself to the court or requests that they be forwarded to him/her. In the latter case special postal service will be effected (Art. 66 of the Mail Act; the postman will draw up a report of the delivery). When the person to be served refuses to accept the documents, or fails to appear or to apply for forwarding the documents to him/her within three weeks of the date on which he/she was informed, the documents will be returned to the applicant (see practical handbook second edition).	Japon
	Service is processed by Execution Department, which is subordinate to Ministry of Justice.	Koweït
	Under Art. 5(1)(a) of the Convention, methods for the service of documents to individuals as set forth in Articles 117, 118, 119, 120 of the Code of civil Procedure, are the following: The ***court*** serves procedural documents by registered mail, through bailiffs, couriers, and ***in certain cases – by telecommunication terminal equipment*** (Article 117 of the Code of Civil Procedure of the Republic of Lithuania); [see full reply] Under Art. 5(1)(b) of the Convention, documents can be personally served to the addressee, who voluntarily accepts them, in the court, through a court courier or through a bailiff.	Lituanie
	Jusqu'en 2001 la simple remise de l'acte pouvait être effectuée par la Gendarmerie ou la Police. Depuis, dans tous les cas, il est procédé à la notification formelle de l'acte au sens de l'article 5(1), c'est à dire à la signification de l'acte ***par un huissier de justice***.	Luxembourg
	The Central Authority forwards the documents to the competent district court, which, as a main rule, carries out the task through a process-server. The methods described in the ***former version of the Handbook*** are ***still relevant***.	Norvège
	Formal Service: if the documents are to be serviced in the Court District of The Hague, the Central Authority sends them to a randomly selected ***bailiff***, with the request to serve the documents on the person concerned. If documents are to be served in another Court District, the Central Authority sends them to the designated ***Public Prosecutor's Office/International Legal Assistance Centre*** (IRC) and asks for them to be served by a bailiff. ***Informal delivery***: this works in the same way as for formal service in terms of the authority (sent on to another Public Prosecutor's Office/IRC or not). The explanatory memorandum to the Implementation Act states that, as a rule, a local police officer in the Court District concerned should be deployed by the ***Public Prosecutor*** for an issue in the Dutch language. However in practice, there is no real uniformity. Depending on where the documents are to be served, they are sometimes served via ***postal channels***, by the ***police*** or by a member of the "***documents service brigade***". It should also be said that there is a loophole in the legislation with regard to servicing civil	Pays-Bas

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	documents in this way regarding what should be done in cases where documents are unable to be served, even though the person concerned is registered at that address. ***Special request***: a special request has ***never*** been received.	
	For formal service, the courts may use the ***post***, a ***bailiff*** or the ***court's service officials***. The formal service may also be conducted by directly handing addressee a document in the court registry. Informal delivery within the meaning of Art. 5(2) may be conducted only by directly handing addressee a document in the court registry. Service by a particular method requested by the applicant may be conducted, for example, by ***police officers*** or by ***notary***.	Pologne
	The Central Authority forwards the documents to the court competent to perform the service, usually the court of the area in which the addressee normally resides. The methods prescribed by our domestic law for the service of documents in domestic actions are the following: service ***by registered mail with advice of receipt***, service by ***regular mail in case of failure of the service by registered mail***, personal ***service by a court clerk,*** personal service by a court clerk at a set time in case the clerk does not find the addressee at his domicile. Once the service has been performed, the documents are sent back to the Central Authority which in turn transmits them to the Central Authority or law officials of the requesting State.	Portugal
	The Central Authority may forward the documents through ***postal channels*** or engage the ***police authorities***.	Suède
	Les principaux modes de signification prévus par les législations cantonales sont la notification par ***courrier recommandé***, par un ***huissier*** ou par un ***agent de police***. Dans le Canton de Genève, ***le destinataire est convoqué au greffe*** du Parquet pour retirer les actes. S'il ne se présente pas, il est demandé aux services de police de procéder à la notification. En règle générale, les autorités centrales notifient les actes selon leurs règles de procédure (et donc de manière formelle) que l'on soit dans le cadre de l'art. 5(1)(a) ou de l'art. 5(2). Lorsque la requête n'est pas accompagnée d'une ***traduction*** et que le destinataire refuse d'accepter la notification, l'autorité centrale ou le tribunal cantonal compétent en ferra mention sur l'attestation et communiquera à l'Etat requérant que la notification doit être effectuée conformément à l'art. 5(1) (i.e. "formellement" au sens de la ClaH65); une traduction sera alors exigée (voir la réserve de la Suisse).	Suisse
	Delivery through an official is used by our Central Authority. ***The Ministry of Justice of Ukraine and its territorial bodies are competent to draw up a certificate of the service of documents***. The person, entitled to serve documents, is appointed. His/her signature is attested by an emblem seal. Such duties are loaded to the Deputy Minister of Justice. The letter concerning the receipt of documents and the proposals to take documents are sent to the recipient. The date and time of taking documents are indicated. The recipient can put his/her signature on each page of the package of documents only at the presence of the Deputy Minister of Justice. The Deputy Minister authorizes the signature of this person and fulfils the certificate. The package of documents with signature of recipient and with certificate is sent to the requesting body. Only the Ministry of Justice of Ukraine carries out judicial request concerning interests of Ukraine. All the other judicial request are performed by territorial bodies of the Ministry of Justice of Ukraine.	Ukraine
8.2. Translation	Under German law, ***service requested within the meaning of Art. 5(1) of the Convention requires that all documents to be served must be prepared in German or that a translation in German be attached thereto***. Documents prepared in a foreign language without German translations can be served in accordance with Article 5(2) of the Convention (in cases of voluntary willingness on the part of the addressee to accept the foreign documents). A ***translation of the summary of the request*** to be attached (information on the basic content of the documents to be served) is ***not required***; to this extent, however, the language provision pursuant to Art. 7 is to be complied with. Germany has concluded ***no treaties*** with foreign States which deviate from the translation requirement within the meaning of Art. 20(b) of the Convention in the Convention's scope of application.	Allemagne
	[F] *Québec :* [...] pas d'accord particulier avec d'autres États contractants sur ce point. ***Une traduction en français est exigée dans tous les cas où le destinataire ne comprendra pas la langue*** dans laquelle l'acte est	Canada

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	rédigé. Parfois, la traduction des éléments essentiels de l'acte peut suffire si le destinataire y consent. En vertu de la réserve formulée par le Québec en application de l'art. 5(3), une ***traduction en français de tous les documents est exigée lorsque la documentation à signifier ou à notifier est une procédure introductive d'instance***. L'Autorité centrale du Québec peut, sur demande, permettre la signification d'actes rédigés ou traduits en anglais à condition que le destinataire comprenne cette langue. Toutefois, le destinataire des actes au Québec pourrait s'opposer à la réception des documents s'il ne comprend pas la langue dans laquelle ils sont rédigés ou encore contester la validité de la signification si elle ne respecte pas la réserve formulée par le Québec. *IPE* : [...] pas d'accord avec d'autres États contractants. Le gouvernement de l'IPE a à sa disposition un bureau des affaires francophones qui fournit des services de traduction en anglais et en français au gouvernement. *Alberta* : [pas] de convention particulière avec d'autres États contractants pour fournir la traduction anglaise. Règle générale, nous demandons une ***traduction en anglais de tout acte signifié dans une langue étrangère***. [...] Les rares fois où j'ai reçu des documents sans une traduction anglaise, je les ai renvoyés à leur auteur [voir les réponses complètes sur le site internet]. L'*Ontario* exige que ***tous les actes, y compris la demande, soient traduits en anglais ou en français***. [E] *Quebec*: [No] specific agreements with other Contracting States on this point. ***A translation into French is required in all cases where the recipient will not understand the language*** in which the document is written. Sometimes, a translation of the essential information in the document may be sufficient if the recipient consents. Under the reservation expressed by Quebec under art. 5(3), ***a translation into French of all the documents is required where the documentation to be served or notified is an originating proceeding***. The Central Authority of Quebec may, on request, permit documents written in or translated into English to be served on condition that the recipient understands this language. However, the recipient of documents in Quebec could object to receiving documents if he or she does not understand the language in which they are written or contests the validity of the service if it fails to comply with the reservation expressed by Quebec. *PEI*: [...] no agreements with other contracting states. The PEI Government has at its disposal a Francophone Affairs office which provides English/French translation services to the Government. *Alberta*: [No] particular agreements with other Contracting States to dispense the English translation requirement. Generally speaking, we require an ***English translation of any document being served in a foreign language.*** [...] The odd time I have received documents without an English translation and have returned the documents to the originator [see the full replies on the website]. *Ontario* requires ***all documents, including the request form, be translated into English or French***.	
	Although ***all formal requests*** for the service of documents made pursuant to Art. 5(1), and submitted to Process Forwarding International, ***must be translated into English***, along with a translation of the underlying documents, ***there is no similar requirement that service made through informal means*** such as mail, consular channels or privately retained process services be translated. Some courts may rule, however, and typically only if challenged by the defendant, that service of documents not translated into English and made through these informal mechanisms may not provide the recipient with sufficient notice of the nature of the proceeding and an opportunity to respond, and, therefore, not be enforceable as a matter of due process.	Etats-Unis
	The documents that are subject to service are ***to be accompanied by a translation*** into the Bulgarian language. The Republic of Bulgaria has not entered into any bilateral agreements within the meaning of Art. 20 of the Convention.	Bulgarie
	In accordance with Art. 5(3) of the Convention, the PRC has declared that the documents to be served in the MSAR under the first paragraph of Article 5 shall be written in either Chinese or Portuguese, or ***be accompanied by a translation in either Chinese or Portuguese***. In fact, according to the MSAR Civil Procedure Code, one of the official languages (Chinese and Portuguese) must be used in the performance of procedural acts. Only ***in case of founded doubts*** on the authenticity of the translation must an ***authenticated translation*** be presented. No particular agreements in this respect are applicable to the MSAR.	Chine (Macao)

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	We ***require a translation for any document*** to be served under Art. 5(1)(a) or (b). We have no agreement under Art. 20(b).	Japon
	The document, which is to be served under Art. 5(1) of Convention, should be generally ***translated into Polish***. Without attaching a translation of the document into Polish, the document is served on the addressee if he chooses to accept it (Art. 1132(2) of the Polish Code of Civil Procedure. The only one exception is provided by Agreement of July 5th, 1987 between ***Poland and China***, which allows to enclose translation of judicial documents into ***English***. However in practice, documents from China which are delivered to Polish authority with translation into English should be translated into Polish by the Central Authority or by competent regional court.	Pologne
	Requirement for translation is extended to the document or evidence to be served, as well as the document's summary, in case there is one. Spain has concluded a bilateral agreement with Portugal in 1997 aiming to exclude the translation requirement within our mutual legal assistance relations. There is also a bilateral agreement with Austria for the same purpose, but its application was directly related to the application of the Civil Procedure Convention of 1954 between our two countries, and the latter has been recently substituted by the EU Regulation as regards service of documents.	Espagne
	Translation of the document to be served as well as of the document's summary and annexes thereto are required. Portugal concluded an agreement with Spain on Judicial Cooperation in Civil and Criminal Matters.	Portugal
	It is the practice of the Irish Central Authority to ***insist on the translation of all documents*** to be served. No party has yet requested a waiver of this requirement on the basis that the party to be served is familiar with the language in question by reason of it being his or her native tongue.	Irlande
	Any document to be served under Art. 5(1) ***must be written in or translated into Swedish***. However, documents in *Danish* or *Norwegian* are also accepted.	Suède
	The translation requirements described in the former version of the Handbook are still relevant. Requests for service will only be complied with when the document to be served ***is written in Norwegian, Danish or Swedish, or if the request is translated*** into one of these languages. In the case of an untranslated document, ***the addressee may be asked to accept the documents voluntarily***.	Norvège
	[…] It is ***desirable*** that documents, the service of which to an individual in Lithuania is requested, should be ***translated into Lithuania***. ***Otherwise***, pursuant to Art. 802 (2) of the Code of Civil Procedure of the Republic of Lithuania, the document shall be served to the addressee ***only if the addressee expresses his will to accept it***.	Lituanie
	L'acte à signifier doit être rédigé ou traduit ***en langue française ou allemande***. ***Exceptionnellement*** l'Autorité centrale peut accepter un acte rédigé dans une ***autre langue s'il est établi que le destinataire comprend la langue et accepte l'acte volontairement***. Le Luxembourg exige la ***traduction intégrale*** de l'acte à signifier et des pièces. Le formulaire peut être rédigé en langue anglaise.	Luxembourg
	According to Order 69, Rule 3(1) of the Rules of the High Court, if the request is in a language other than either or both of Hong Kong's official language (which are Chinese and English), ***it shall be accompanied by a translation of the request in either of the two languages***, 2 copies of the process and, ***unless the court or tribunal of a country or place outside Hong Kong certifies that the person to be served understands the language of the process***, 2 copies of the translation of the process. Hong Kong has not entered into agreement with other Contracting States in these respects, within the meaning of Art. 20(b).	Chine (Hongkong)
	A translation is not required. In the case of an untranslated document, ***however***, the addressee is informed that he is ***not, under Danish law, under an obligation to accept*** it. Denmark has not entered into particular agreements with other Contracting States in this respect.	Danemark
	Art. 5 (1)(a): ***A translation is not required***; however, ***if the addressee does not accept a document in a***	Finlande

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	foreign language, service can only be effected if the document is translated into one of the official languages of Finland, i.e. Finnish or Swedish, or if the addressee must be deemed to understand the foreign language. Accordingly, *e.g.*. companies with international business relations must be deemed to understand English, German or French.	
	Translation into Slovak is required for service under Art. 5(1)(a), ***unless it can be concluded that the addressee understands the language of the document*** (unless specifically pointed out by the requesting authority, such ***presumption is applied to the nationals of the requesting State residing on the territory of Slovakia***). Specific agreement on language in relation to the Hague Convention exists only in the relation with the Czech Republic, but it could be argued that provisions on language of bilateral treaties (regulating judicial assistance) might be applicable, though the question is more theoretical than practical.	Rép. Slovaque
	It is necessary ***to translate all the documents***, which are to be served, but if the recipient is the ***citizen of the State of origin*** of documents it's considered tat the translation of documents to be served is ***not necessary***.	Ukraine
	La France n'a pas formulé d'exigence particulière quant aux traductions des actes ou des pièces. Aux termes de l'article 688-6 du nouveau code de procédure civile français, ***« L'acte est notifié dans la langue de l'État d'origine.»*** .Ce texte n'en protège pas moins le destinataire de l'acte en prévoyant que dans le cas où il « ne connaît pas la langue dans laquelle l'acte est établi » [il] « peut en refuser la notification et ***demander que celui-ci soit traduit ou accompagné d'une traduction en langue française, à la diligence et aux frais de la partie requérante*** ».	France
	Lorsque le destinataire n'accepte pas la remise de l'acte, celui-ci ne pourra lui être signifié ou notifié formellement que s'il est rédigé dans la langue de l'autorité requise ou accompagné d'une traduction. En d'autres termes, les ***autorités suisses n'exigent une traduction qu'à partir du moment où le destinataire n'accepte pas la notification***.	Suisse
	L'Etat italien n'a pas conclu d'accords en la matière.	Italie
	Agreements between the agreeing states concerning language requirements according to point b) of article 20 of the Convention had not been made.	Bélarus
	Requirements for translation are subject to the fifth article of the convention.	Koweït
	No translation required. ***However***, ***translation of a summary is desirable***. There are no agreements with other countries.	Pays-Bas
8.3. Actions to expedite service procedures?	The Irish Central Authority ***invariably stipulates a time period*** within which the server engaged on its behalf is required to serve the necessary documents. Given the usual difficulties in effecting personal service, ***extensions*** of time for such service are ***often requested and granted***.	Irlande
	The ***standard period is 8 weeks***. After this period has elapsed, ***a reminder is sent***, with differing results.	Pays-Bas
	As noted above, the Central Authority has attempted to improve its ability to make formal service of process pursuant to a Convention request ***by outsourcing to a private contractor, Process Forwarding International***. ***We believe that this has greatly improved our ability to execute a service request in an efficient and timely fashion***. In the past, requests for formal service made to the Central Authority would be forwarded to the U.S. Marshall Service for the federal judicial district where the service recipient resided. Given the heavy workloads in many large urban jurisdictions, there could be significant delays in having the Marshal Service complete service. Under the new contract with Process Forwarding International, ***all service must be made and the certificates of service returned within six weeks;*** in many cases service is completed even sooner. In contrast, prior to the outsourcing of service of process functions, a service request could take any where from six months to one year or longer to complete.	Etats-Unis

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	The propriety, efficiency and swiftness of service is assured at all levels in Germany. Questions of general importance are ***discussed regularly by the Federal and Land employees*** in charge of matters relating to mutual legal assistance and are relayed to the judiciary. ***Assessment offices*** specialising in the legal system relating to mutual legal assistance have been established with the presidents of the regional and local courts, where expert personnel handle issues pertaining to mutual assistance. The ***Regulation on Judicial Assistance*** in [Civil] Criminal Matters (Rechtshilfeordnung für Zivilsachen - ZRHO), a regulation which applies uniformly at both the Federal and Land levels, gives the judiciary and legal field detailed instructions on conducting mutual legal assistance. In Germany, the processing of foreign requests can be estimated to be completed within three months on average, including shipping time.	Allemagne
	No / Non *Canada* : [F] *Québec* : L'AC agit avec célérité de façon normale sans avoir eu besoin de recourir à de telles mesures. *Alberta* **:** [...] nos demandes de signification sont traitées très rapidement. Les rares fois où la signification a pris plus d'un mois, c'était à la connaissance et avec la permission de l'auteur. Je crois préférable de garder les actes pour faire une signification fructueuse (peut-être que le destinataire est hors de la ville en vacances ou qu'il travaille à l'extérieur de la ville, etc.) au lieu de faire une tentative et de les renvoyer rapidement avec la mention « signification infructueuse ». La sous-traitance des tâches de l'AC a donné de très bons résultats en Alberta. [E] *Quebec*: The CA usually acts in a timely manner without needing to make use of such measures. *Alberta* **:** [...] our requests for service are completed in a very timely manner. The odd time service has taken over a month to complete, it has been with the knowledge and permission of the originator. I feel it is better to hold on to documents to successfully effect service (perhaps the party to be served is out of the City on vacation, or working out of town etc.) than to make one attempt and quickly return them as unsuccessful. Outsourcing to perform the CA's duties has worked very well in Alberta. *Chine (Hongkong)* : We have not taken such administrative or other action. However, the average time taken to process a request for service is about two months from the date of receipt of the request. Upon special request the bailiff is prepared to give priority if good reasons are given and subject to the Registrar's approval. *France* : Aucune mesure administrative particulière en vue d'améliorer la célérité du traitement des demandes n'a été prise si ce n'est au niveau de la *Chambre nationale des huissiers de justice*, laquelle, avec succès, a, courant 2001, entièrement réorganisé son *« service des actes étrangers »*, pour le rendre plus efficace.	Bélarus, Canada, Chine (Hongkong), Chine (Macao), Espagne, Finlande, France, Japon, Koweït, Luxembourg, Norvège, Portugal, Rép. Slovaque, Suède, Suisse
	When a letter of request for service has been sent from abroad to the respective Bulgarian Court, the Central Authority ***does not set a term of performance***. The Bulgarian competent authorities are guided by the dates of the sittings of the foreign Courts set. However, the setting of a term has certain effectiveness, as it stimulates the faster performance within the set term.	Bulgarie
	Laws of the Republic of Lithuania do ***not confer to the Ministry of Justice of the Republic of Lithuania any administrative powers to speed up the procedures of serving documents***. Foreign legal assistance requests for the service of documents in Lithuania are executed by courts, the administrative control of the activities of which, carried out by the Ministry of Justice as an executive authority, would be in contradiction to the principles of the independence of courts and separation of powers, Constitution of the Republic of Lithuania, and other laws. It is to be noted that ***in cases of urgency***, the Ministry of Justice sends requests for the service of documents to competent Lithuanian courts ***by fax***, draws the attention of the court executing the request to the urgency of the request, etc. […]	Lituanie
	According to Paragraph 4, section 2 of *Regulation of the Minister of Justice of 28 January 2002 on the court acts with regard to international civil and criminal procedure*, the court acts within the scope of international legal assistance ***shall be given priority***, especially if a request has been market as ***"urgent"*** by the requesting authority. In our opinion the above-mentioned provision is duly observed by the relevant courts.	Pologne

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8.4. Costs	***No charge*** incurred by foreign applicant. *Chine (Hongkong)*: Charges are incurred and absorbed by the Hong Kong Judiciary. The Judiciary does not seek reimbursement because it is an international commitment. *Irlande:* At present, it is not the practice of the Irish Central Authority to seek to recoup from the requestor the costs of service in Ireland.	Bulgarie, Chine (Hongkong), Danemark, Finlande, Irlande, Italie, Koweït, Norvège, Pologne, Rép. Slovaque, Suède, Suisse, Ukraine
	In case of ***personal service by a court clerk no costs are incurred***. Should the court opt for ***postal service*** then it is responsible for any costs incurred without possibility of reimbursement.	Portugal
	The costs to forward a request are accounted for within the procedure from which they arise and such costs are proportional. In the end of the procedure, the defeated party will pay for the costs of the winning party. In what regards the ***receipt of a request for service, no charge is incurred.***	Chine (Macao)
	Fees for service are ***not regularly charged*** by German offices. Should costs incur, e.g. for the use of a return receipt, due to the administrative expenses involved, the ***minimal costs incurred thereby are usually not collected on***.In this context, Germany has been ***observing with concern the development that some States are now requiring fees for service of documents***, contrary to the fundamental provision of Art. 12(1) of the Convention. In our view, the office administering the performance of service should always have the option of choosing a form of service via a public authority that is free of charge (even if it means that it would be less swift), at least if they – as in Germany – offer gratis service of process even to foreign authorities. A monopolisation on service of process for a fee does not appear to be in the best interest of the accessibility of rights, particularly for law suits that have a low value in dispute. In addition to this, cost burdens are currently being established for disadvantaged parties.	Allemagne
	Dans le cas de la notification par voie de ***simple remise***, ***aucun frais*** n'est perçu. En cas de ***notification formelle***, à ce jour, conformément aux termes de la Circulaire DACS/SAEI n°97-8 du 22 septembre 1997, il est prévu que le montant forfaitaire des frais exigibles par l'huissier de justice saisi, s'élève à 271,60 francs (soit ***41,41 €).*** Cette somme est payable d'avance ainsi que le prescrit l'art. 688-5 du nouveau code de procédure civile. Les frais sont acquittés au moyen d'un chèque libellé à l'ordre de la Chambre nationale des huissiers de justice, qui doit accompagner l'acte.	France
	In principle, the applicant incurs ***no charges*** because the National Treasury bears costs of service. However, in the case of service by a ***marshal***, a ***fee*** is charged and to be reimbursed. To that end, the court which effected the service sends a bill of the costs to be reimbursed to the applicant together with the certificate referred to in Article 6.	Japon
	Service of documents is costless, according to our domestic law, and it is performed by public authorities. ***Special costs deriving from a particular form of service*** required by the applicant should be dealt with according to the circumstances of the case.	Espagne
	Charges are ***only incurred if documents are serviced by a bailiff***. The charges vary according to the request and the bailiff concerned. When implementation documents are sent to the requesting state, the bill for the bailiff s charges is also sent. We are not aware of any complaints regarding non-payment. There are complaints amongst the bailiffs regarding the American flat-rate. ***The Convention should prescribe that every Contracting State uses one recognisable system.***	Pays-Bas
	Charge is incurred on a reciprocal basis and at the equivalent amount.	Chine
	Les frais de signification englobent un droit fixe de ***50 euros***, les droits d'enregistrement et de timbre (proportionnels au nombre de pages de l'acte) et la TVA. ***Au total, les frais varient entre 70 et 130 euros***. La facture est envoyée ***au demandeur***. Certains huissiers exigent qu'une avance sur frais soit payée avant de procéder	Luxembourg

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	à la signification; d'autres, procèdent immédiatement à la signification, mais ne rendent l'original de l'acte signifié qu'après l'obtention du paiement.	
	[F] *Québec* : Pour procéder à la ***signification*** [...], des frais de ***50 $ Can*** (par requête) sont exigés en vertu de l'art. 7.1 du *Tarif d'honoraires et des frais de transport des huissiers* (H-4, r.3). Ce montant sert à défrayer les frais du service d'un huissier [...]. Le paiement [...] doit être fait par traite bancaire tirée sur une banque au Canada ou par chèque de voyage, [...] à l'ordre du "Ministre des Finances du Québec". [...] Aucune demande ne sera traitée sans avoir au préalable obtenu le paiement requis [...]. Le transfert électronique pour le paiement des frais n'est pas une méthode de paiement autorisée; la source de l'empêchement est administratif et technique et non pas juridique. En ce qui ***concerne la notification, il n'y a aucun frais exigibles*** de l'Autorité expéditrice afin de procéder à la transmission des documents par poste certifiée. *IPE*: Nous utilisons généralement le ***shérif qui exécute la signification pour 50 $.*** [...] le coût du service est d'environ 80 $ et [...] nous devons défrayer 30 $ par signification. *Alberta* : [...] ***taux forfaitaire de 50 $ Can*** par signification. Dans des circonstances particulières, nous acceptons d'indemniser nos entrepreneurs de décaissements additionnels, c'est-à-dire frais de kilométrage pour des destinations rurales et légalisation d'actes lorsqu'un notaire n'est pas facile à trouver. *Ontario* : En vertu de l'art. 12(2)(a), nous exigeons ***50 $ Can*** par défendeur par signification, peu importe le coût réel. [E] *Québec*: Before a [...] document can be ***served*** [...], a fee of ***Cdn $50*** (per request) is payable under section 7.1 of the *Tariff of fees and transportation expenses of bailiffs* (H-4, r.3). This amount is used to cover the cost of the services of a bailiff [...]. Payment [...] must be made by bank draft drawn on a bank in Canada or by traveller's cheque, [...] to the order of the "Minister of Finance of Quebec". [...] No request will be processed until payment of costs. An electronic transfer of payment is not authorized because of administrative and technical impediments, not legal in nature. As far as ***notification is concerned, no charges are payable*** by the Central Authority in order to send the documents by certified mail. *PEI*: We generally use ***the sheriff who performs the service for the $50 fee***. [...] cost of service is approximately $80 and we have to write off $30 per service. *Alberta*: [...] ***flat-rate service fee of $50 Cdn***. per service. In special circumstances we agree to pay our service contractors additional disbursements, i.e. mileage for rural destinations and notarizing documents when a Notary is not readily available. *Ontario*: Pursuant to Art. 12(2)(a), we charge ***$50.00 Cdn*** per defendant per service, regardless of the actual cost.	Canada
	All requests for formal service under Art 5(1) must be sent directly to Process Forwarding International and are assessed ***a flat fee***. That fee is [personal service or service by mail]: ***2003: $89.00*** – 2004: $91.00 – 2005: $93.00 - 2006-2007: $95.00. The United States notes, however, that there is no requirement under U.S. federal law that requests for judicial assistance be referred to the Department of State or the Department of Justice's contractor for execution through Process Forwarding International. The United States has no objection to the informal delivery of such documents by members of diplomatic or consular missions in the United States, through the mails or by private persons if that would be effective under applicable law, provided no compulsion is used. The costs or fees associated with the use of privately contracted authorized persons to effect service, would be individually negotiated, and unknown to the United States Government.	Etats-Unis
9. Translations (Art. 5(3))		
9.1. General declarations depriving CAs of discretion	Makes jud. assistance ***more cumbersome***.	Finlande
	L'exigence par un État d'une traduction systématique dans sa langue officielle des actes adressés à l'autorité centrale qu'il a désignée et ce, sans avoir égard au fait que la langue de l'État d'origine peut être comprise du destinataire de l'acte, est ***de nature à ralentir considérablement la procédure de notification et surtout à générer un surcoût important pour le requérant***. Il est à noter que les frais de traduction des actes occasionnés	France

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	par les notifications internationales ne sont pas pris en charge au titre de l'aide juridictionnelle, en France. En outre, en droit, ***l'exigence par un État d'une traduction systématique ne paraît pas conforme à la Convention*** (art. 5(3)).	
	We note that such a requirement is ***not inconsistent with Article 5(3)*** as that Article envisages that a Central Authority may impose language/translation requirement. This may be an ***onerous requirement*** if the document is lengthy and complex. We consider that the relevant provisions in the Hong Kong legislation (see the answer to 8.2) is an appropriate compromise between convenience and the interests of justice.	Chine (Hongkong)
	Such a declaration could perhaps make judicial ***assistance more cumbersome in practice but not a substantial degree.***	Portugal
	Conformément aux dispositions de l'art. 5, l'Autorité centrale dispose d'un pouvoir d'appréciation (« l'Autorité centrale peut demander … »). Une telle ***déclaration générale priverait l'Autorité centrale de son pouvoir d'appréciation et ne serait partant pas conforme à l'art. 5(3)***.	Luxembourg
	It delays the forwarding of the documents for service ***a little***, but it ***facilitates the performance in the foreign country***, as the persons whom the documents are served are aware of their content.	Bulgarie
	It makes it ***more expensive*** (translation costs), ***but also easier*** for both the receiving Central Authority and the bailiff carrying out the servicing. The form is the most important factor. The fact that the form is not always duly and exhaustively completed sometimes constitutes a problem.	Pays-Bas
	It depends to a certain degree on the content of such a general declaration: ***were it sufficiently flexible, we would not have a problem with States making them*** (we suspect that, having regard at "who" has been appointed as Central authority, in most cases it would be the Central authority itself who would initiate such a declaration to be made by its government). Such a declaration has one clear advantage: ***transparency***. Thus avoiding loss of precious time, should the request be returned by the CA upon receipt, for reason of translation being required.	Rép. Slovaque
	In the view of the Ministry of Justice, this provision of Art. 5(3) of the Convention ***does not make judicial assistance in practice more cumbersome***.	Lituanie
	Spain has not so far made a general declaration regarding the necessity to draft or translate all documents into Spanish. This means that, ***in principle***, ***the Central Authority has the discretion*** to require such a translation or not. Article 144 of the Spanish Procedural Law establishes that all documents drafted in a foreign language must be accompanied by a translation into Spanish. However, bearing in mind the superior legal hierarchy of international treaties, only if the Treaty in question states otherwise, might this obligation be avoided. ***In practice, the Central Authority requires a translation*** into Spanish ***of all requests*** for service. Some ***exceptions*** have been made, ***considering the mother tongue of the addressee***, with uneven results from the part of the judicial organs (A number of requests was forwarded to the Spanish Central Authority for service on several Norwegian nationals residing in Spain, all of them drafted in Norwegian, and without a translation into Spanish. The C.A. accepted these requests, on the basis of the addressees' mother tongue, and sent them to the competent authority for service. Some of them were effectively served on the addressees and others were rejected by the Court, on the grounds of lack of translation). The general requirement for a translation does ***not*** necessarily entail making judicial assistance ***more cumbersome***; it just places ***the burden in the applicant's side***. ***Only if the forwarding authority justifies sufficiently that the translation is not needed*** in a particular case, might the Central Authority consider the possibility of accepting the request for service in the original language. However, a summary of the document should in any case be translated in the official language of the requested country.	Espagne
	Would ***not*** make judicial assistance substantially ***more cumbersome*** in practice, because it would be ***known in advance*** that translation is needed. ***However***, there are a number of cases where the translation requirement	Pologne

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	imposed by such declaration seems to be ***unnecessary***, because of the fact, that the addressee is expected to have a good command of the language of the requesting state or the other language in which the document is drawn up. Moreover above-mentioned declaration without necessity enforce translation of the document into language which sometimes is not known by addressee at all.	
	The declaration by a State that a formal service pursuant to Art. 5(1) is only admissible if the document to be served is drafted in or translated into its official language, is ***not inconsistent with the spirit of Art. 5(3)***. The protection of the addressee requires that no document can be obligatorily served on him in a language he cannot understand. Otherwise for his legal defence, he would have to have translations rendered at his own expense. The foreign court would possibly carry on with proceedings, even if the addressee did not understand the document which was to be served on him. Another method would undermine the constitutional and human rights-related right to a fair trial in our view. Therefore, a German Central Authority would also then regularly require a translation, if Germany had not submitted such a declaration. ***The declaration therefore serves in the interest of legal protection for the foreign office and of acceleration, since translations are not requested unexpectedly.*** Otherwise, the rights of those carrying out the service are adequately safeguarded by the fact that they can first request a simple (informal) service in order to avoid translation costs. Simple services of this kind are performed frequently in Germany. This does not burden mutual legal assistance relations.	Allemagne
	En cas de notification formelle d'un acte, cette autorité estime que l'exigence de la traduction intégrale de l'acte dans l'une des langues officielles du pays requis est légitime, car ceci ***correspond aux critères généraux des règles du droit international***.	Italie
	It is necessary to translate documents into a language of the requested State.	Ukraine
	The Civil Procedure Law of the PRC prescribes that "the letter of request for judicial assistance and its annexes sent by a foreign court to a people's court shall be appended with a Chinese translation or a text in any other language or languages specified in the relevant international treaties." According to the above-mentioned regulation, service requested within the meaning of Article 5(1) of the Convention requires that ***all documents and evidences to be served must be written in Chinese*** or that a translation in Chinese be attached thereto, unless there are contrary prescriptions in the mutual treaties between China and other contracting states of the Hague Convention.	Chine
	We do ***not*** think that such a declaration makes judicial assistance substantially ***more cumbersome*** in practice. It is necessary that the Central Authority recognizes the content of a document to be served on the occasion of performing service under the Convention. We also consider that it is beneficial for the addressee to serve the translation of the document to the addressee as well as the original to give enough notice of the case (please refer to the answer of 9.4).	Japon
	It is ***not*** considered that such a declaration makes judicial assistance ***more cumbersome*** in practice. Moreover, it is considered that the issue of translation is an essential ***question of juridical security, as well as a fundamental principle of public order*** mainly for two reasons. The first reason relates to the ***principle of use of the official languages*** of the place where a procedural act must be performed. The second reason is related to the ***fundamental right of the person to be served*** with a document in a language that he / she understands. In fact, in practice, it is very difficult for the Central Authority of the State addressed to know if the document is drafted in a language understandable to the addressee as they do not have knowledge of the process that gave rise to the request for service. Besides, there is the need for translation in order for the requested State to know, according to Article 13 of the Convention, if there are any reasons for refusal.	Chine (Macao)
	We do not believe that requiring a translation of documents to be formally served is contrary to the spirit or letter of Article 5(3). Rather than making judicial assistance more cumbersome, we believe that ***it makes service easier to accomplish, and avoids unnecessary delays to the requesting authority*** should service be rejected by the recipient thereby requiring it to be returned to the requesting state for a translation and a renewed service request.	Etats-Unis

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	In addition, while the translation requirement for formal service imposed under Article 5 may create an additional burden on the requesting party, in many States, including the United States***, it provides some degree of assurance that the recipient of the service of process is accorded full due process***. Where the documents have not been translated sufficiently to enable the recipient to obtain a general understanding of the nature of the proceeding, courts could find that adequate notice and an opportunity to defend themselves was not accorded the recipient of the service, and any subsequent judgment could become unenforceable. For that reason, ***we believe that the translation requirement is fully consistent with the spirit of the convention, and the desire to ensure that fair and equitable justice is provided all litigant***s. Because of the liberal view of the United States with regard to informal channels of service which do not impose a translation requirement, there are a plethora of alternative means that a requesting party can utilize if it wishes to avoid the translation requirement.	
	De l'avis de la Suisse, ***une telle déclaration n'est pas contraire à l'esprit de la CLaH 65*** dans la mesure où l'Etat qui fait une telle déclaration procède ***d'abord à une notification par remise simple sans exiger de traduction***. Cela dit, nous ne sommes pas d'avis que les Autorités centrales ont le pouvoir d'obliger le destinataire à accepter des documents dans une autre langue que la ou, le cas échéant, les langues nationales de leur Etat. Les termes utilisés à l'article 5 alinéa 2 CLaH 65 ne peuvent pas, à notre sens, être interprétés dans ce sens.	Suisse
	[F] *Québec* : En vertu de la *réserve formulée par le Québec en application de l'art. 5(3),* ***une traduction en français de tous les documents n'est exigée que lorsque la documentation à signifier ou à notifier est une procédure introductive d'instance***. Cette exigence ne semble pas causer de problème pratique particulier. Le *Nouveau-Brunswick* est une province bilingue (anglais et français). Il est utile d'avoir la traduction anglaise de tous les documents mais si le destinataire est francophone, il serait approprié d'avoir une traduction française des actes qu'on doit lui signifier. *IPE* : Oui. *Alberta* : ***Cela semblerait alourdir la démarche***. Il n'y a pas de raison particulière pourquoi l'acte qui doit être signifié doit être dans la langue du pays où il est signifié. Toutefois, il est impératif que les instructions accompagnant l'acte en question soient dans la langue du pays dans lequel il est signifié. [E] *Quebec:* translation will be required in all cases where the recipient does not understand the language in which the document is written. ***All documents which commence actions must be translated***. [...] This requirement does not appear to cause any particular practical problems. *New Brunswick* is a bilingual province (English and French). It is helpful to have English language translations of all documents. However, if the person to be served is French-speaking, it would be appropriate to have French language translations of the documents he or she is to be served with. *PEI:* Yes. *Alberta:* ***It would seem to make matters more cumbersome***. There is no particular reason why the document which is being served has to be in the language of the country in which it is being served. However, it is imperative that any instructions accompanying the document to be served be in the language of the country in which it is being served.	Canada
	Il est certain que la ***déclaration*** selon laquelle un état procédera à la signification d'un acte uniquement si celui-ci est traduit nous parait ***essentiel***. Pour autant, une telle déclaration ***alourdirait de manière substantielle l'efficacité dans la transmission rapide*** du document judiciaire et surtout poserait le problème du coût de la procédure au regard des frais de traduction. Néanmoins, il est ***indispensable, s'agissant d'un procès équitable, que la partie destinataire du document judiciaire puisse en comprendre le contenu***.	UIHJ
9.2. Reccom. that CAs not call for translation if believe that addressee understands docs?	***Yes***, it would be appropriate since unnecessary translation costs are not in the interest of any party to the procedure.	Finlande
	L'autorité centrale française est ***éminemment favorable*** à l'adoption d'une Recommandation selon laquelle une autorité centrale requise n'est pas fondée à exiger une traduction alors qu'existent des éléments autorisant à penser	France

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	que la langue de l'État d'origine est comprise du destinataire de l'acte. Force est de rappeler qu'actuellement le mode principal prévu par la ***Convention n'est pas appliqué entre la France et le Canada ou entre la France et le Botswana***, en raison d'une telle exigence linguistique dans les cas où le destinataire comprend la langue française.	
	Yes, but ***how then is the Central Authority to judge*** whether the reasons (to believe that the document is understandable to the addressee) are probative of same? Is there a need to offer the addressee the opportunity to request a translation or to answer the document by asserting his ignorance of the originating language? And if this is so is that request to be made to the Central Authority?	Irlande
	Yes, this could be done – for instance – ***when the requesting State notes explicitly that the person understands the language*** in which the documents for service have been written. This would reduce the period for forwarding the documents for service, as the necessity of translation would be dropped out in this case and this would make it possible for the claimants to save money for costs.	Bulgarie
	Yes. The current Hong Kong practice is that service could be effected on the addressee if he accepts the documents (without translation) voluntarily or if the requesting State certifies that the person to be served understands the language of the process. Therefore, Hong Kong's existing practice is consistent with the proposed recommendation.	Chine (Hongkong)
	Yes, but the ***"burden"*** should be put on the shoulders of the ***requesting authority***. It should give a short reasoning why, in its opinion, no translation is required and why the language of the document is deemed to be understood by the addressee.	Rép. Slovaque
	Yes. In our opinion, in cases of requests for the service of documents to a person in a foreign country, who, ***to the requesting court's knowledge***, understands the language in which the document has been drawn up, it is not expedient to require additional translation of that document into the language of the requested state (except for forms filled out within the framework of the Convention, which, as it is desirable, should be filled out in the language understandable to the Central Authority receiving them). […]	Irlande
	We consider such a Recommendation ***appropriate i***n cases where the addressee is not familiar with the language of the requested State and the Central Authority has reasons to believe that a document drafted in a language of the requesting State is understandable to the addressee.	Portugal
	[F] ***Oui***. *Alberta* : cela semblerait approprié, sous réserve des remarques formulées en 9.1. [E] ***Yes***. *Alberta* : that would appear to be appropriate, subject to the comments made under 9.1.	Canada (IPE, Alberta)
	Yes, we think so.	Ukraine
	It might be ***appropriate to adopt such a recommendation*** for cases in which the addressee is known to understand the original language of the document to be served. However, ***the burden to verify this circumstance should be placed in the forwarding authority***, and not just be presumed by the Central Authority of the State addressed on the basis of the addressee's personal circumstances (such as nationality or residence). This possibility has actually been introduced in the ***EU Regulation*** 1348/2000 (article 8.1 a)) as the general rule for translation requirements under its provisions.	Espagne
	Good idea to look at the language capacity of the addressee rather than official languages in a State. If the addressee understands a language other than the official language in the State addressed it should be enough if the document is drafted in the language that the addressee understands. ***We should avoid situations where a document that the addressee understands must be translated into a language that the addressee doesn't understand.*** The issue needs to be discussed in depth, especially regarding voluntary acceptance and the right to refuse.	Suède
	It might be ***appropriate to adopt a Recommendation*** that the Central Authority of the State addressed should	Pologne

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	not call for a translation if it has reasons to believe that a document drafted in a language of the requesting State is understandable to the addressee.	
	Non / No *Allemagne :* Germany does not consider it advisable to adopt a Recommendation, according to which the Central Authority can dispense with a translation if it has reason to believe that the addressee can understand the language of the requesting State. For one, in view of the ***option of simple (informal) service*** (without a translation), there is ***no need for a provision of this kind***. Secondly, the Central Authority does ***not usually possess information*** by which it could assess the language proficiency of the addressee. Thirdly, this would cause a hindrance to court proceedings due to the ***uncertainty*** as to the effectiveness of the service, since the foreign court also cannot assess the language proficiency of the addressee any better in the event of the addressee's refusal to accept service. Finally, the provision of Article 8 of ***EU Service Regulation*** No. 1348/2000 cannot serve as an model either. First of all, this EU Regulation does not differentiate between formal and informal service. And secondly, the Member States have partly supplemented it in declarations and according to domestic law with formal written instructions and time-limits on refusal of service. This requires a particularly high integration of national legal regulations, which is neither present in the global context of the Hague Service Convention, nor is it necessary. Finally, the efficiency of Article 8 of the EU Service Regulation must first be assessed at the European level. *Etats-Unis*: We do not believe that such a Recommendation would be helpful nor do we believe it could be easily implemented. In most circumstances ***it would be extremely difficult for our Central Authority***, or its contractor, to obtain sufficient information to determine whether the addressee is fluent in the language of the document in order to waive the translation requirement. Even in a situation where a requesting authority provides information that suggests that a translation would not be necessary, such as an affidavit to that effect, reliance upon that information, if incorrect, could result in the service of process ultimately being found to be ineffective. Alternatively, if the recipient refuses to voluntarily accept the process because of its lack of translation, the request would be returned to the sending state to be translated and resubmitted, creating unnecessary substantial delays in effecting valid service.	Allemagne, Canada (Québec), Chine, Chine (Macao), Etats-Unis, Italie, Japon, Pays-Bas, Suisse
	La question relative à l'exigence d'une traduction doit rester soumise à l'appréciation de chaque Autorité centrale. Il ne serait ***pas opportun d'adopter une recommandation ferme qui réduirait leur pouvoir d'appréciation***. En effet, une telle recommandation entraînerait inévitablement des ***problèmes en pratique*** si le destinataire, arguant du fait qu'il ne comprend pas la langue de l'Etat d'origine, refuse d'accepter l'acte en langue étrangère.	Luxembourg
	Nous considérons qu'une ***traduction n'est pas nécessaire lorsque le destinataire du document judiciaire est supposé comprendre et appréhender le contenu d'un tel document***. Dans le cadre d'un ***litige opposant un français demeurant en France à un français résidant en Angleterre***, il ne nous paraît pas fondamental de traduire l'acte car par définition, les deux protagonistes maîtrisent parfaitement la langue. La réponse est donc qu'il est utile d'adopter une ***Recommandation selon laquelle l'autorité centrale de l'Etat requis ne devrait pas, dans de telles conditions demander de traduire***. Toutefois l'UIHJ est d'avis que la décision devrait être laissée ***à l'initiative du requérant***, plutôt qu'à l'Etat requis. En effet, nul autre que le demandeur n'est à même d'apprécier si son adversaire est apte à comprendre la langue utilisée dans la rédaction de l'acte.	UIHJ
9.3. Suggestions for implementing the above recommendation?	A ***column in the request for service*** could be provided, in which the Central Authority to note explicitly that the person understands the language in which the documents for service have been drawn up.	Bulgarie
	Nous suggérerions que lorsque l'acte n'est pas dans la langue du pays dans lequel il doit être signifié, il soit accompagné par une ***déclaration des autorités requérantes donnant des instructions*** sur la signification dans la langue du pays dans lequel il doit être signifié, pour décrire de façon générale la nature de l'acte en question et indiquant qu'on croit que le destinataire comprend facilement la langue dans laquelle l'acte est rédigé.	Canada (Alberta)

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	We would suggest that, where the document to be served is not in the language of the country in which it is to be served, it be accompanied by ***a statement from the requesting authorities, giving instructions*** regarding service in the language of the country in which it is to be served, describing generally the nature of the document to be served, and stating that it is believed that the language of the document is readily understandable to the addressee.	
	Our suggestion is that a rule similar to Order 69 of the Rules of the High Court of Hong Kong may be adopted as a recommendation. Under that rule, no translation is required if the court or tribunal of the requesting State certifies that the person to be served understands the language of the process.	Chine (Hongkong)
	After the debate and discussions during the next meeting of the Especial Commission, a final text for the said recommendation should be agreed upon, taking into consideration ***proposals and ideas from all delegations***.	Espagne
	Les ***requérants*** pourraient être invités, en cas de défaut de traduction, à apporter, notamment sur le formulaire, des éléments quant au fait de savoir si la langue de l'État d'origine est comprise du destinataire de l'acte.	France
	Rely o ***good practice.***	Pologne
	The fact should be communicated to the Authority at the same time as the request for service is sent.	Portugal
	See under 9.2. : If the requesting authority wants to avoid the need for translation, it should notify in the requests the reasons as given above. Otherwise, the "normal" procedure would be applied (need for translation OR voluntary service).	Rép. Slovaque
	Il nous paraît intéressant de réfléchir à l'instauration d'un document normalisé contenant les éléments essentiels de l'acte (noms, adresse de professionnels chargé de la remise, le titre et la raison de l'acte, sa date, ect.). Ce document permettant en temps réel et de manière synoptique, de ***connaître le parcours de l'acte depuis son départ jusqu'à l'arrivée sur le bureau du juge***. Ce document serait solidaire de l'acte et constituerait une ***feuille de route***, complété par des agents de signification bénéficiant d'une autorité publique de manière à lui conférer une force probante à chaque étape de son cheminement.	UIHJ
9.4. Translation limited to doc's summary?	Une traduction peut être ***partielle dès lors que le destinataire a été mis en mesure de comprendre les éléments essentiels*** contenus dans l'acte. Cependant, reste à apprécier, ce qui, dans un acte peut être considéré comme essentiel ou pas …	France
	Sometimes a translation of a summary could be enough. We are in favour of a ***flexible rule***. Also in this respect should the addressee have the possibility to refuse.	Suède
	Les avis des autorités cantonales à ce sujet divergent. De l'avis de notre Office, une traduction des ***éléments essentiels de l'acte est suffisante***.	Suisse
	Nous pensons qu'une ***traduction complète de l'acte est inutile***. Il suffit simplement de s'en tenir aux ***éléments essentiels***. Toutefois, la remise effective du document dans la langue du pays du for doit prévaloir, à charge pour la partie qui le souhaite de faire procéder à ses frais à la traduction, complète du document.	UIHJ
	Full translation may not be necessary. It would be sufficient as long as a person to be served understands the process and his right to defend.	Chine (Hongkong)
	This ***depends to a great extent on the nature of the document itself***. In some of the cases if a summary only is made in the translation of the document, this could result in violation of rights, missing preclusive terms, etc., which might lead to significant legal consequences for the addressee. When the person whom such kind of documents will be served does not understand the language, in which the documents have been written, it is more appropriate for them to be accompanied by a translation into the language of the requested State.	Bulgarie
	This criteria should be ***subject to a case by case basis***, considering the various situations that may occur.	Espagne

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	Eventually, it should be decided ultimately by the Central Authority, and, in any case, restricted to cases in which the forwarding authority has justified the addressee's sufficient knowledge of the language in which the document is drafted.	
	We should consider ***dropping the translation requirement*** only in respect of ***non-judicial documents***.	Irlande
	We believe that the criteria for determining the necessity and degree of translation that is required, is ultimately to be viewed under the standard of due process. That is***, so long as the document or forms have been sufficiently translated into English to enable the recipient to understand the nature of the papers and the proceedings under which they have been issued, a less than complete translation may be acceptable***. In many circumstances the summary of the document is quite cursory and, even if translated into English, may not provide adequate information to meet the minimum due process that a recipient of a service of process is entitled. Again, because of the liberal use of alternative service channels for service in the United States which does not call for translation, parties wishing to avoid the inconvenience of a translation can do so readily. Service made under these informal vehicles, if voluntarily accepted without compulsion by the recipient, will generally be considered effective, unless expressly challenged subsequently by the recipient and under the factual circumstances presented, can be shown to have denied that party applicable due process.	Etats-Unis
	[F] *Québec :* En ce qui concerne la procédure introductive d'instance, la traduction de tous les documents doit être exigée. Dans les autres cas, la traduction des "Éléments essentiels de l'acte" peut suffire, si le destinataire y consent. *IPE*: ***Une traduction intégrale est nécessaire***. *Alberta* : Non, ce n'est pas toujours nécessaire d'avoir une traduction intégrale; ***un résumé du contenu de l'acte devrait suffire.*** [E] *Québec*: In the case of originating proceedings, the translation of all documents must be required. In other cases, translation of the "Essential Elements of the document" may be sufficient if the recipient consents. *PEI*: ***Full translation is necessary.*** *Alberta*: No, it is not always necessary that there be a full translation; ***a summary of the document's contents should be sufficient***.	Canada
	Full translation. *Chine (Macao):* […] A summary could raise more difficulties and doubts leading to delays. *Ukraine*: […] Otherwise, the documents can be served only if it is accepted by the addressee.	Bélarus, Chine (Macao), Italie, Luxembourg, Pologne, Portugal, Ukraine
	The requirement for translation goes into the direction of the receiving authority ***"protecting" the interests of the addressee*** on its territory, rather then the requesting State´s obligation to observe some kind of due process in relation to the addressee. If that is the underlying philosophy than the document should be ***translated in full***.	Rép. Slovaque
	Yes.	Koweït
	The translation requirement should not only refer to the document to be served itself, but also to its attachments. They are an essential component of the document and must be able to be understood by the addressee just as much as the document itself. However, the Central Authority itself cannot always assess the extent and accuracy of translations. Therefore, it is up to the addressee to submit a complaint to the foreign court of any incomplete or poor translations. In so far as it is being ***considered to deviate from Art. 7*** in future by requiring the inclusion of a translation of the summary on the request for service (information on the essential content of the document), and to do so contrary to the current provision of Art. 7, whilst alternatively, however, omitting translations of the documents to be served, this ***does not seem prudent***. For our reasons, reference is made to the explanations provided under 9.1. The forms themselves (pre-printed portion) are subject to the provisions of Article 7 of the Convention.	Allemagne
	This question should be ***studied more closely***. However, where obligatory service is requested it is our view that it is important that the addressee understands the documents served on him. In these cases, ***it would not be***	Norvège

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	sufficient to have only a summary translated.	
	In the view of the Ministry of Justice, ***full translation of the document is necessary in all cases when the addressee does not understand the language in which the document has been drafted***. […]	Lituanie
	We find it better to require a ***full translation*** in cases where a translation has to be supplied. However, if the recipient fully understands the language of the document to be served, the translation of the doc.'s summary could be enough.	Finlande
	We do not consider it appropriate that the requirement of full translation is always restricted to the document's summary. In Japan, ***full translation*** is required for any document to be served under Art. 5(1)(a) or (b) and we serve the translation to the addressee together with the original. We consider that this practice is ***beneficial for the addressee*** because it makes it possible for him/her to recognize the content of the document to be served at the same level as domestic civil cases. We also think it necessary that ***judicial officers*** who perform service recognize the contents of documents to be served when they serve them. In order to ***recognize the content*** of the document, a translation of the document's summary is not adequate.	Japon
	It would be useful to look into the language requirements in more detail. A full translation only becomes necessary if the whole system regarding language requirements is altered.	Pays-Bas
9.5. Transl. to be legalised / apostillised?	***Non / No*** *France :* Une légalisation de traductions ne paraît pas nécessaire : la traduction n'est pas en soi un acte public. L'interprète dont l'identité doit, en revanche, être clairement indiquée tout comme doit figurer sa signature, engage sa propre responsabilité.	Allemagne, Bélarus, Chine (Hongkong), Etats-Unis, Finlande, France, Italie, Japon, Koweït, Luxembourg, Pays-Bas, Portugal, Suède, Suisse
	It is not necessary for the documents to be legalized or to bear an apostille as long as they have been forwarded by the Central Authority of the respective country – i.e. this is a guarantee for the genuineness of the documents.	Bulgarie
	There is ***not the need for legalization*** or apostille. ***Only in case of founded doubts*** on the authenticity of the translation must an authenticated translation be presented.	Chine (Macao)
	No, such translations do not need to be legalized or to bear an apostille, ***if they are notary certified*** otherwise by the authorised person.	Ukraine
	Translations should be carried out by ***certified translators*** in the requesting state. If a translation is so certified, there is not need for legalization or for an apostille to be attached.	Irlande, Lituanie
	If Article 3 applies to documents to be served also and not only to requests (as has been argued in the Manual), the same rule should apply to the translation of such documents. That has been the policy of Slovakia so far.	Rép. Slovaque
	Regarding translations, it seems ***unnecessary*** that the translations should be legalized or bear an apostille. However, the documents should be translated by an ***authorized or similarily qualified person***.	Norvège
	[F] Le *Québec* n'exige pas que les traductions soient légalisées ou qu'elles portent l'Apostille. Nous désirons toutefois souligner que ***la traduction des documents doit être faite par une personne habilitée*** (par ex. membre de l'Ordre des traducteurs de l'État requérant). Nous tenons à souligner qu'il ne convient pas d'utiliser les logiciels de traduction que l'on retrouve sur Internet lesquels ne traduisent pas de façon adéquate. *IPE* : ***Oui.*** *Alberta* : Si l'on détermine qu'une traduction est nécessaire, elle devrait être accompagnée d'une ***déclaration d'un traducteur dûment autorisé attestant qu'il s'agit d'une traduction fidèle de l'acte original.*** [E] *Québec* does not require legalisation or apostille for the translations. However, we should note that the documents must be ***translated by a qualified person*** (e.g. a member of the governing body of translators in the	Canada

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	requesting State). We should point out that translation software that can be found on the Internet should not be used because it does not produce an adequate translation. PEI: ***Yes***. Alberta: If it is determined that a translation is necessary, it should be accompanied by a ***declaration of a duly authorized translator stating it to be a true translation of the original document.***	
	They need ***just to bear an apostille***.	Espagne
	En cas de traductions nous pensons qu'elles devraient ***porter l'apostille plutôt que d'être légalisées***.	UIHJ
10. Timing		
10.1. Average time for execution of Service?	***Entre 1 semaine et 1 mois*** pour l'exécution par des autorités suisses.	Suisse
	One week.	Koweït
	[F] Québec : En ce qui concerne la demande de ***signification, il y a un délai de 1 mois*** à partir du moment où la demande est complète. Pour la ***notification, 3 semaines*** suffisent habituellement pour traiter la demande. IPE: ***2 à 3 semaines*** Alberta : Le délai moyen de traitement des demandes de signification est ***d'environ trois semaines*** / Ontario : Le délai moyen à partir de la date de réception au retour des actes est d'environ ***4 à 6 semaines.*** Quelques-uns des problèmes courants créant des délais comprennent : une initiale ou la mention « conjoint de » au lieu du nom du destinataire, des adresses incomplètes (c'est-à-dire numéro de case postale), nom de rue incorrect, actes non traduits. [E] Québec ***: For service the average time required is 1 month*** from the time when the request is complete. In the case of ***notification, 3 weeks*** are usually sufficient to process the request. PEI: ***2-3 weeks***. Alberta: The average time for performance of service requests is ***about three weeks***. Ontario: The average time from date of receipt to return of documents is ***approximately 4 – 6 weeks***. Some of the common problems creating delays include: an initial or "spouse of" rather than the name of the person to be served, incomplete addresses for service (ie post office box numbers), incorrect names of streets, documents not translated. New Brunswick : On average, it takes approximately ***2-4 weeks*** from the date of receipt of the documents until service has been effected.	Canada
	A request from abroad to Finland is normally served to the addressee ***in two-weeks time*** after the central authority has received it.	Finlande, Luxembourg
	In Portugal, between ***15 days and 1 month***.	Portugal
	It is the usual practice that in the Republic of Lithuania requests for the service of documents are executed ***within a period of one month***. […]	Lituanie
	Performance of the petition on the average needs ***monthly term***.	Bélarus
	Normally service in Sweden is carried out by *police authorities* within ***two months***. Service by ***post is effected within less than a month***.	Suède
	At present, we have not developed sufficient information to provide a detailed analysis of the average time required for the performance of requests for service, although, under its contract, Process Forwarding International must complete service within six weeks. We understand that in many circumstances service has been completed ***in less than six weeks.***	Etats-Unis
	The average time required for performance of requests for service is ***2 months***.	Danemark
	For performance of incoming requests, the time required is around ***two months*** from the date of receipt of the request […].	Chine (Hongkong)
	Les délais prévus en Italie pour l'exécution des notifications vont ***généralement de 1 à 3 mois***.	Italie

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	Requests made to the Dutch Central Authority are performed within an average of ***2 to 3 months.***	Pays-Bas
	The Polish courts usually perform requests for service ***in 2 – 3 months***. However in the exceptional cases the longer period is needed – even 6 months.	Pologne
	The average time required for performance of requests for service is ***2-3 months*** after receiving by the Ministry of Justice of Ukraine.	Ukraine
	Within Germany, requests for service pursuant to the Hague Convention on the Service of Documents are usually processed ***within three months*** including shipping time.	Allemagne
	En France, le délai qui s'écoule entre une demande de notification par remise et la remise effective est ***rarement inférieur à trois mois***. De tels délais résultent de l'existence de plusieurs échelons : ministère, parquet, et services de police ou de gendarmerie, qui peuvent connaître des difficultés et être surchargés. Cependant, aucun instrument de mesure objectif quant aux délais n'ayant été mis en place, faute de moyens, il est impossible de fournir de plus amples précisions à ce sujet.. En revanche, à système constant, il est parfaitement possible de faire ***signifier très rapidement*** un acte en France, notamment en sollicitant une signification formelle, et donc en faisant appel à un ***huissier de justice***. Reste que ce mode de signification a un ***coût*** directement supporté par l'usager.	France
	The requests are usually executed ***within 3 to 4 months*** based on our statistics, no matter the request is incoming or outgoing.	Chine
	The average time required for performance of requests in the Republic of Bulgaria is ***4 months***.	Bulgarie
	The average time required for performance of requests for service is ***around 1 month*** and in certain cases ***it can go up to 5 months***.	Chine (Macao)
	No statistics.	Espagne, Norvège
10.2. Differences between States?	Differences sometimes ***substantial*** / varies ***between 1 month and 1 year*** (or even more) depending on the State addressed. *Allemagne:* There are considerable differences among the Member States in respect of processing time. Processing time from between 8 to 12 months are not uncommon in comparison with non-European foreign countries, including the ***United States of America***. In comparison with ***Russia***, processing periods of over 12 months have since occurred, which may possibly be attributable to the absence of a Central Authority. *Chine (Hongkong)*: Yes. The time required ranges from around three months to around 6 months or more. *Ukraine* : Yes, they are, but not very substantial.	Allemagne, Bulgarie, Chine, Chine (Hongkong), Danemark, Espagne, Finlande, France, Norvège, Pays-Bas, Pologne, Portugal, Rép. Slovaque, Ukraine
	No / Non	Canada (IPE), Chine (Macao), Lituanie, Luxembourg
10.3. Suggestions for improvements?	Lengthy processing periods are in most cases ***not due to the Convention, but are attributable to structural problems in the receiving State***. These problems could certainly be improved through an ***assessment of the work processes***, then if necessary by ***improving personnel, financial and equipment*** provisions of the Central Authorities who are competent for receipt of process, as well as the those of the requesting agencies, and the reduction of steps in-between and a better and continued training of those agencies concerned in the receiving State. In isolated cases, an enquiry as to the status of the request has led to an acceleration of processing time. ***Compared to previous years, the trend is now toward acceleration of processing time***.	Allemagne
	The procedures for mutual assistance could be improved in respect of promptness, mainly by adopting the ***direct contacts between the competent authorities***.	Bulgarie

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	We do not think there is an avenue for improvement which has not been already explored. Seldom leading to any real improvement. However, the ***communication*** between the authorities is vital most of the time and that can be always improved.	Rép. Slovaque
	This question asks how issues about timing might be improved. We believe that ***more direct communication between Central Authorities*** should be encouraged. This may help resolve questions and speed up the process. We encourage member States to communicate directly with Process Forwarding International. The website for PFI is http://www.hagueservice.net/.	Etats-Unis
	By encouraging ***cooperation and direct contact between Central Authorities***, as well as between these and judicial organs.	Espagne
	We suggest that the Central Authority of ***the requested State send an interim reply to that of the requesting State***, say, ***three months after the date of receipt of the request***, advising it of the status of service, the difficulties encountered and/or the expected time required to complete the service.	Chine (Hongkong)
	Perhaps the ***use of an acknowledgment of receipt*** could improve and expedite the procedure for mutual assistance.	Chine (Macao)
	The ***request may be sent directly to the competent authorities responsible for performing the service***.	Portugal
	First, it would be useful if the form included the telephone number, fax number and email address of the sender. Secondly, we would recommend that a Central Authority receiving an unclear or only partly completed form ***should contact the sender*** in order to obtain more detailed information, rather than immediately returning the document (which is current practice).	Pays-Bas
	En ce qui concerne l'Italie, la procédure pourrait être accélérée ***en éliminant l'autorisation du Parquet*** de la République sur les actes venant de l'étranger et qui doivent être notifiés en Italie.	Italie
	The time for international service could be made shorter. We therefore believe that the introduction of ***time limits*** could further speed up the procedure.	Suède
	It is possible by definition of ***concrete terms of execution***.	Bélarus
	Des ***déclarations claires*** des Etats quant aux exigences qu'ils posent (traduction par exemple). L'emploi du ***formulaire dûment rempli***. La présentation de ***dossiers complets***.	Suisse
	[F] *Québec :* Que les ***demandes qui nous parviennent soient complètes*** (frais, traduction, double exemplaire des actes à signifier, paiement). *IPE* : Aucun problème. *Alberta* : Les procédures d'entraide mutuelle pourraient être améliorées en ***utilisant davantage les bureaux consulaires***. On peut supposer que n'importe quel bureau consulaire canadien ou américain dans un pays étranger aurait accès à des personnes qui parlent, lisent et écrivent en anglais et dans la langue du pays de la signification. Cela pourrait accélérer les demandes puisque le bureau consulaire anglophone pourrait donner rapidement par téléphone ou par écrit des instructions dans la langue du pays. [E] *Québec*: If the ***requests we received were complete*** (costs, translation, duplicates of documents to be served, payment). *PEI* : No concerns. *Alberta* : Procedures for mutual assistance could be improved by ***using Consular Offices more***. It is safe to assume that any Canadian or American Consular Office in a foreign country would have access to persons who speak, read and write in both English and the language of the country for service. This could speed up requests as the English Consular Office could quickly phone and/or write instructions in the language of the country.	Canada
11. Alternative channels?		

Question	Réponse / Reply	État / State
11.1. Frequency of cons. / diplom. channels	***Rarely*** used.	Chine (Macao), Danemark, Pologne, Suède
	These channels are ***seldom*** used. The consular channel is sometimes used in case of extrajudicial documents such as wills. The diplomatic channel is used only when the State addressed is party to the Convention but, unfortunately, has not designated a central authority.	Finlande
	We believe that in practice the number of cases when documents are served to the addressees through diplomatic representatives are ***not abundant***.	Lituanie
	Généralement, de tels systèmes de transmission ne sont ***pas utilisés***.	Italie
	We have no information regarding the transmittal of service requests under the Hague Service Convention made directly through consular and diplomatic channels. ***U.S. consular officers are prohibited by federal regulation from serving process abroad***. Some ***U.S. bilateral consular conventions*** do include service of process as a consular function, and we are aware that ***foreign consuls in the United States have served documents***. We do not have statistics on this practice.	Etats-Unis
	Hong Kong ***does not use*** consular or diplomatic channels ***to serve requests abroad*** except for service to Non-Convention States but we do ***occasionally receive requests*** for service from Contracting States through these alternative channels.	Chine (Hongkong)
	Consular and diplomatic channels have been used, however, Portugal has declared its opposition to such service within its territory unless the document is to be served upon a national of the State in which the document originates. The "Tribunal da Relação de Lisboa" ("Lisbon High Court") issued a ruling on 13/05/1999 whereby the ***enforcement of a foreign judgement was denied on the grounds that the Canadian court had served a document on a Portuguese citizen by means of the Canadian ambassador in Portugal.***	Portugal
	Il est prescrit par la Circulaire NOR JUS C- 97- 20591- C du Garde des Sceaux, Ministre de la Justice, en date du 22 septembre 1997, que ***tout acte destiné à un ressortissant français soit acheminé par la voie consulaire***. En outre, la France continue à faire usage de la voie consulaire pour la notification des actes à des ***personnes se trouvant au Canada et au Botswana***, quelle que soit leur nationalité, (et anciennement au Royaume-Uni, ce avant l'entrée en vigueur du Règlement CE n° 1348/2000 du Conseil du 29 mai 2000). Ce choix résulte de la volonté d'éviter le règlement de frais signification, ou encore de frais de traduction de l'acte (dont le destinataire peut être un français). Le recours à la ***voie diplomatique est rarissime*** : en pratique, il s'agit essentiellement des cas où un État ou une personne bénéficiant de l'immunité diplomatique sont en cause.	France
	We use these channels when serving documents ***abroad to Bulgarian citizens***.	Bulgarie
	According to Article 8(2), the means of service stipulated in the first paragraph of that Article may be used within the territory of the People's Republic of China only when the document is to be served ***upon a national of the States in which the documents originate***. According to Article 9, the Ministry of Justice of the People's Republic of China is designated as the authority competent to receive documents transmitted by foreign States through consular channels and then forwards these documents to the competent court.	Chine
	The service of documents through the diplomatic or consular agents of the foreign country within Ukrainian territory is possible ***only to the nationals of the State of origin of documents***. The ministry of Justice of Ukraine is the competent authority for receiving the documents, delivered through consular channels or, if it is requested by emergent circumstances through diplomatic channels.	Ukraine
	The Ministry of Justice and the Police ***still receives some requests*** forwarded through diplomatic channels. In accordance with article 8, Norway has declared that it is ***opposed*** to the use of direct consular channels, unless the	Norvège

Question	Réponse / Reply	État / State
	document is to be served upon a national of the State from which the documents originate. Diplomatic or consular channels are ***not used for outgoing requests*** from Norway, except for service of documents on our own nationals.	
	Incoming, on occasion, outgoing, only for fiscal cases and when the requested State is not party to the Hague Service Convention.	Pays-Bas
	En raison des ***réserves*** de la Suisse faite à l'article 8 CLaH 65 et du ***principe de réciprocité*** de l'art. 21 de la Convention de Vienne sur le droit des traités, cette voie de transmission n'est ***utilisée que lorsque le destinataire est de nationalité suisse***. ***Certains Etats (Canada, USA, Irlande) ont renoncé à se prévaloir du principe de réciprocité, si bien que pour ces pays cette voie est également utilisée lorsque le destinataire n'est pas de nationalité suisse.*** Dans le cadre de la CLaH 65, la voie consulaire indirecte (art. 9) n'est pas ou peu utilisée.	Suisse
	These forwarding channels are used in practice when a judicial documents needs ***to be served on a Spanish national residing abroad***. However, the case law show that the consular channel is ***also*** admitted concerning ***non nationals***.	Espagne
	Service of documents via German consular channels abroad acting with their own competency under Art. 8 is still used ***to a notable degree*** compared to other non-European States. On the whole, however, this channel is considered to be ***secondary, although still indispensable***. The diplomatic channel under Art. 9 is used regularly for service of documents on foreign States and foreign diplomats. This channel should continue to be used for service of documents on Germany.	Allemagne
	Consular channels are used to serve documents directly to Slovak nationals living abroad, because (however strange it may seem) this form is sometimes more effective than the service through "regular" Convention channels. Now, after some States have confirmed that they would not apply reciprocity in relation to Slovakia´s objection to service to other than own nationals, ***this method might even gain on popularity with Slovak courts***.	Rép. Slovaque
	Consular and diplomatic channels are ***used at absence of the contact information concerning the Central body***.	Bélarus
	[F] *Québec* : ***L'AC reçoit régulièrement des demandes directement des consulats et ambassades*** afin de signifier en vertu de la Convention. (..) le Canada n'a pas déclaré s'opposer aux voies consulaires et diplomatiques. Nous n'avons aucune information sur la fréquence de l'utilisation des voies consulaires et diplomatiques lorsque l'AC du Québec n'est pas saisie de la demande [...]. *IPE* : ***Non***. *Alberta* : ***On utilise régulièrement les voies consulaires et diplomatiques pour l'Allemagne et la Pologne***. Ces consulats veillent à ce qu'il y ait une traduction anglaise et les frais de signification sont payés par leur propre banque canadienne avant qu'on transmette la demande de signification. J'ai fait appel avec succès aux bureaux consulaires du Chili, de la République tchèque, de l'Afrique du Sud et de la Turquie à Ottawa. À de nombreuses occasions, j'ai reçu des actes du MAECI à Ottawa, qui tape simplement une lettre d'accompagnement pour acheminer les actes à l'Autorité centrale de l'Alberta avec des instructions disant de traiter directement avec le pays d'origine. Ce n'est pas très utile. Le plus souvent, il faut renvoyer les documents parce qu'ils ne sont pas accompagnés des droits exigés pour la signification ou de la traduction anglaise. [E] *Québec*: ***The CA receives requests for service directly from consulates and embassies*** under the Convention. [...] Canada did not declare that it objected to consular and diplomatic channels. We have no information concerning the frequency with which consular and diplomatic channels are used since the CA for Quebec is not responsible for making requests [...]. *PEI* : ***No***. *Alberta* : ***Consular and diplomatic channels are used on a regular basis for Germany and Poland.*** These Consulates ensure there is an English translation and the service fee is drawn on their own Canadian bank before forwarding the request for service. I have successfully used the respective Consular offices in Ottawa for Chile, Czech Republic, South Africa and Turkey. On many occasions I have received documents from the DFAIT in Ottawa, who simply type up a covering letter forwarding the documents to Alberta's Central Authority with instructions to deal directly with the country of origin. This is not very helpful. Most	Canada

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	often the documents have to be returned because they are missing the service fee and/or English Translation.	
	We ***frequently*** use ***consular channels*** in practice as the requesting State, because it needs no cost and takes shorter time to complete service comparatively. Also we ***frequently*** use ***diplomatic channels*** as the requesting State.	Japon
	Consular and diplomatic channels are used ***too frequently***. Since January 2001 the Irish Department of Foreign Affairs has received 65 requests to serve documents from abroad through diplomatic channels. The diplomatic and consular transmission channel is ***extremely time consuming*** and States' authorities should be encouraged to transmit requests for service of documents directly to the Central Authority of the requested State in order to comply with the Conventions object and purpose as set out in the preamble thereto, namely, to simplify and expedite procedures and to ensure that the documents are served on the addressee in sufficient time.	Irlande
	Law 7/2002 issued to approve accedation to the convention contain reservation against methods of service mentioned in articles 8 and 10.	Koweït
11.2. Postal channel	According to our domestic law it is possible for the summoning to be done by post as well – by registered letter with advice of delivery. The interpretation and application of the cited provision do not give rise to difficulties.	Bulgarie
	[F] *Québec* : Pas à notre connaissance. Dans *Option consommateur*, la partie requérante s'est adressée aux tribunaux du Québec pour obtenir la permission de signifier la procédure au Japon par la voie du courrier recommandé. Cela lui fut accordé malgré l'opposition de la partie défenderesse. *IPE* : Non. *Alberta* : Pas à notre connaissance. [E] *Québec*: Not to our knowledge. In the case of *Option consommateur*, the requesting party applied to the courts in Quebec for leave to serve pleadings in Japan by registered mail. This request was granted over the objections of the defendant. *PEI* : No. *Alberta* : Not that we are aware of.	Canada
	The interpretation and application of this provision have not given rise to difficulties.	Chine (Macao)
	Denmark has not declared that it objects to this method of transmission. However this ***does not imply that such method is valid service in Denmark***. The Danish courts have not yet had the opportunity to rule on the matter.	Danemark
	Notification by post is admitted by art.160 of the Spanish Civil Procedural Law, ***except for the writ of summons***, although the last notification it is admitted in Labour Procedural Law. However, the case law evidences that the Courts, on the basis of art.10 a) of the Convention, have ***largely admitted*** this alternative transmission channel.	Espagne
	We are unaware of any difficulties regarding mail service of process to recipients within the United States to the extent such service is permitted under the law of the jurisdiction where the recipient resides. However, with regard to outgoing requests ***there has been considerable question within the courts of the United States as to whether postal channels are authorized as a means for serving the initial summons and complaint to parties outside of the United States.*** This difficulty arises out of the use of the word "send" within Article 10(a). Some courts have ruled that the word "send" within that Article was intended to include "serve" and, accordingly, have held that the use of mail was effective in making service. Other courts, have noted that since the Convention generally use the term "serve", as a matter of treaty interpretation, its use of the word "send" in Article 10(a) must, therefore, have a different meaning. As a result, those courts have found that an initial summons cannot be served through postal channels, although subsequent papers in the proceeding may be so served once valid service has been made by other recognized means. The Department of State has communicated its view and the views of the 1989 Special Commission on this point, but it has never been considered by the U.S. Supreme Court. In 2001, the U.S. Department of State conveyed to the Administrative Office of U.S. Courts guidance about countries that object to service by post channels. See the Department website at http://www.state.gov, under Office of the Legal Adviser.	Etats-Unis
	Le recours à la voie postale – à proprement parler- dans le cadre de l'application de la convention reste ***rare***; ce	France

Question	Réponse / Reply	État / State
	mode de notification est, selon le droit procédural français, réservé aux greffes, et à certaines catégories de procédures (matière gracieuse, matière prud'homale, convocations en justice …). Aucune difficulté d'interprétation de l'art. 10a n'a été signalée par les juridictions. Cependant, il convient de rappeler qu'en application des ***dispositions du droit interne*** français insérées dans l'article 686 du nouveau code de procédure civile, ***est effectué par l'huissier de justice, le jour même de la signification faite au parquet ou, au plus tard, le premier jour ouvrable, l'envoi par lettre recommandée avec demande d'avis de réception d'une copie certifiée conforme de l'acte, à son destinataire***. En outre, selon l'article 693 du même code, ces dispositions doivent être observées à peine de nullité de la signification. L'envoi de telles copies d'actes en *Suisse* a, jusqu'ici, posé des difficultés de façon récurrente, entraînant des protestations régulières de la part des autorités suisses qui arguent du caractère contraire à l'ordre public international, de la notification postale sur leur territoire. En effet, la Suisse a expressément déclaré s'opposer à l'usage sur son territoire, de la voie de transmission prévue par l'art. 10 de la Convention. Afin de concilier les exigences respectives des lois française et suisse, il a été envisagé à l'occasion d'une réunion bilatérale organisée en mai 2003, sous l'égide du ministère des affaires étrangères français, de mentionner en caractère très apparents sur les copies d'actes transmises par voie postale, qu'il s'agit d'une copie et que l'original est acheminé selon les règles de notifications applicables. Courant juin 2003, une note a été adressée en ce sens au Président de la chambre nationale des huissiers de justice, pour être diffusée à l'ensemble des professionnels concernés.	
	L'application de l'art. 10(a) pose ***de graves problèmes, puisqu'à l'étranger le facteur n'indique presque jamais la date de livraison*** du pli ni la qualité de la personne qui le reçoit, alors que pour la législation italienne ces conditions sont indispensables pour établir la validité de la notification.	Italie
	Please replace the ***description concerning the Japanese position on Art. 10(a)*** in the provisional version of the new practical handbook (page 60) with the following. This change is not substantial one but is to make it to be understood clearly: "Japan has not declared that it objects to the sending of judicial documents, by postal channels, directly to persons abroad. As the representative of Japan has made it clear at the Special Commission of April 1989 on the operation of the Convention on the Service of the Documents Abroad and on the Taking of Evidence Abroad, Japan does not consider that the use of the postal channels for sending judicial documents to persons in Japan constitutes an infringement of its sovereign power. Nevertheless, as the representative has also indicated, Japan believes that the sending documents by such a method is not always valid in Japan in view of the benefit of the addressee, even though Japan has not declared the objection."	Japon
	Par une note du 2 juin 1978, reçue par le Ministère des Affaires Etrangères des Pays-Bas le 15 juin 1978, le Luxembourg a ***retiré une déclaration d'opposition*** à cette méthode de transmission faite lors de la ratification. De même, aucun texte n'interdit le recours à la voie postale pour les notifications à l'étranger. L'interprétation et l'application de cette disposition n'a ***pas soulevé de problèmes notables en pratique***.	Luxembourg
	In its ruling of 31 May 1996 (NJ 1997, 29), the Dutch Supreme Court ruled that in accordance with Article 4 under 8 of the Dutch Code of Civil Procedure (also Article 55, paragraph 1 of the Dutch Code of Civil Procedure), a letter sent by registered post can be regarded as having satisfied the conditions of the Convention in as far as it is deemed to have been sent directly via postal channels within the meaning of Article 10, opening lines and under a, ***if the letter sent by registered post is actually received by the addressee*** living abroad.	Pays-Bas
	In view of the fact that Slovakia raised an objection to this form of service, the provision has not been used in practice until now. ***In view of the statements from some States that they do not object to such service from Slovakia, despite our objection, this form of service may gain on popularity in the future.***	Rép. Slovaque
	Law 7/2002 issued to approve accedation to the convention contain reservation against methods of service mentioned in articles 8 and 10.	Koweït

Question	Réponse / Reply	État / State
	Ukraine will not use within its territory the methods for delivery of judicial documents, provided for und Article 10 of the Convention.	Ukraine
11.3. Jud. offic. / officials or other comp. pers.	[F] *Québec*: [...] nous ne détenons aucun renseignement à ce sujet. *IPE* : ***Non.*** *Alberta :* Depuis la privatisation du bureau du sheriff, ***il n'a été fait recours*** ni aux officiers ministériels, fonctionnaires ou autres personnes sauf par le biais de la méthode de référence aux agences d'exécution en place. [Voir les réponses complètes sur le site Internet] . [E] *Quebec*: [...] we do not have any information on this subject. *PEI*: ***No.*** *Alberta*: Since privatization of the Sheriff's Office, ***no judicial officers, officials or other competent persons have been used*** other than the method of outsourcing to Civil Enforcement Agencies presently in place. [See the full replies on the website].	Canada
	No statistics have been kept on the number of requests received directly from judicial officers of a foreign court. The practice of our court is that whenever such requests are received, they will be forwarded to the competent authority for Hong Kong (Chief Secretary for Administration) for processing. Direct service through Government officials are not available in Hong Kong. However, a ***private agent (usually a firm of solicitors) may be appointed directly to effect service***. Such service can be effected directly without going through the Government or the judiciary. Therefore we do not have the statistics on such service. ***Transmission by huissiers: Not applicable to Hong Kong*** – bailiff in Hong Kong only serve process on instruction from the court. […] Nothing in the law of Hong Kong prevents ***solicitors*** in Hong Kong from being appointed as agent to serve foreign process.	Chine (Hongkong)
	Under the Finnish legislation the only competent persons to effect service of a document are the ***process servers***. They ***seldom receive requests from abroad under Art. 10(b)***. Finnish authorities are not obliged to assist in serving documents transmitted by using any of the methods referred to in sub-paragraphs (b) and (c) of Art. 10.	Finlande
	En pratique, il semble que ce mode soit utilisé ***entre des huissiers français et des huissiers néerlandais, belges et luxembourgeois***, le statut de ces professionnels étant proche.	France
	Yes, somehow.	Koweït
	Le Luxembourg ne s'est pas opposé à la faculté prévue à l'art. 10(b), mais exige lorsqu'il s'agit de signifier un acte judiciaire étranger par l'intermédiaire d'un huissier luxembourgeois ***que l'acte soit rédigé ou traduit en langue française ou allemande***. La signification par recours direct de l'huissier luxembourgeois à l'huissier étranger est la règle dans les relations entre les pays de l'Union Européenne (sauf le Danemark). Cette méthode était surtout utilisée avec les Etats du Benelux et avec la France. Depuis l'entrée en vigueur du Règlement européen n°1348/2000, ce mode de transmission est utilisé avec tous les Etats de l'Union européenne (sauf le Danemark).	Luxembourg
	The United States does not have a system of transmission between huissiers. That said, we would have ***no objection to huissiers contacting Process Forwarding International directly***. Attorneys in the United States are authorized to perform legal functions in the state to which they are admitted to the bar.	Etats-Unis
	The way of transfer stipulated in point b) of the article 10 is ***not used***. Lawyers are not allocated the right of delivery of documents.	Bélarus
	No, it is ***not used frequently***.	Chine (Macao)
	No.	Portugal
11.4. Interested persons	Pas de difficultés.	Bélarus, Chine (Hongkong), Etats-Unis, France, Italie, Luxembourg, Portugal
	Ce point soulève une ***controverse***. ***Que faut-il entendre par « personne intéressée » ?*** A la lettre, il faudrait	UIHJ

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	concevoir que seul le demandeur à la signification soit habile à solliciter un huissier de justice (ou équivalent). L'interprétation de l'art. 10 milite donc pour une double condition d'application : 1°) demande par le requérant seul, à l'exclusion de toute autre personne; 2°) nécessité d'une instance en cours et corrélation entre le demandeur et l'instance. La question qui se pose est de savoir si l'avocat peut se substituer au demandeur. Dans l'absolue l'avocat, et, davantage encore en la Common Law, semble pouvoir être en mesure d'assurer cette mission en vertu de son mandat de représentation. Peut-être alors, conviendrait-il d'***adopter un texte plus précis, car certains membres de l'UIHJ s'interrogent sur l'opportunité d'accepter un acte lorsqu'il est envoyé par un avocat***.	
12. Jud. / extrajud. docs.		
12.1. Distinct. made?	***No / Non***	Bulgarie, Chine, Chine (Hongkong), Chine (Macao), Espagne, Finlande (see full reply), France, Italie, Japon, Koweït, Lituanie, Luxembourg, Pays-Bas, Portugal, Suède, Suisse
	The United States is ***quite flexible in interpreting*** what documents may be served under the Convention, and will accept judicial and extrajudicial documents for service, so long as the request emanates ***from a court, tribunal or even administrative body and relates to a judicatorial proceeding***.	Etats-Unis
	German law ***makes a distinction*** between judicial and extrajudicial documents. Extrajudicial documents are, in particular, ***enforceable notary certification, notary charges invoices and declarations of intent*** (cf. section 132 of the German Civil Code - Bürgerliches Gesetzbuch), such as notices to quit. Extrajudicial documents are also served pursuant to the Convention.	Allemagne
	Québec [F] Certains documents n'ont pas besoin en droit québécois d'être signifiés; ils peuvent être notifiés par remise ou par courrier. L'AC du Québec fait procéder à la signification ou à la notification des actes qu'elles reçoit. / [E] Some documents do not need to be served under Quebec law; they may be notified by being delivered or by mail. The CA of Quebec proceeds to serve or notify the documents it receives. *PEI*: No. *Alberta*: Yes, there is a distinction between these two types of documents. The Convention is applicable to both types.	Canada
	Polish legislation ***makes a distinction*** between judicial documents producing procedural effects and those that do not. The Convention is applied to both.	Pologne
	The ***distinction is not very clear***, specially not in the area of service of documents. The law leaves a wide range of discretion for the judge to decide which document has to be served into the "own hands of a party " (a "higher" form of service suggesting that the document produces procedural effects) and which shall be served by "simple" service. The distinction is even less clear in an international setting, because, as a general rule, Slovak authorities accept the form of service under the law of the requested State (i.e. they do not require specific method of service under Art. 5(1)(b) for "service into own hands"). That leads to the practice that Convention is used for all documents to be served abroad. The only distinction being made that documents which do not produce procedural effects are usually requested to be served by simple remit (voluntary acceptance).	Rép. Slovaque
	Ukrainian authorities apply the Convention to both types of judicial documents.	Ukraine
12.2. Statistics?	***Not available.***	Allemagne, Bélarus, Bulgarie (not more than

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	Allemagne : We have no statistical data on the quantity of extrajudicial documents that make up the entire volume of services. However, this portion of the services would probably comprise less than five percent of the total volume.	10 cases per year), Canada, Chine (Hongkong), Espagne, Etats-Unis, France, Irlande, Italie, Japon, Luxembourg, Pays-Bas, Pologne, Portugal, Rép. Slovaque, Suisse, Ukraine
	Until the present moment, the MSAR competent authorities ***have not forwarded or received any request for service of extrajudicial documents*** under the Convention.	Chine (Macao)
13. Date of service / double date?		
13.1. Gen. opinion?	La double date est ***fondamentale*** en vue de protéger en même temps les intérêts du requérant et les droits du destinataire de la notification.	Italie
	Positive. Sometimes there are such situations when it is impossible to carry out a request for service till the indicated date of the court. So I our pinion it's necessary to provide dual-dating system.	Ukraine
	Bien que le système de la double date ne soit pertinent, en droit suisse, que dans un nombre très limité de cas, il ***nous paraît être un bon système*** qui permet de tenir compte de manière satisfaisante des intérêts de chacune des parties. Même si une introduction de ce système dans la CLaH 65 pose des questions délicates (notamment "l'intrusion" dans le droit national) et ne serait pas toujours facile à appliquer (il convient en effet de connaître le droit étranger), elle ***devrait être envisagée.***	Suisse
	Le système de la double date a ***l'avantage de tenir compte tant des intérêts du demandeur que de ceux du défendeur***. Pour une bonne application de ce système par les juridictions et notamment pour permettre au juge saisi de vérifier la date à laquelle l'acte a été notifié au défendeur conformément à la législation interne de l'Etat requis, il conviendrait de *faire figurer dans le Manuel (de même que sur le site Internet de la Convention)les dispositions légales internes de chaque Etat signataire relatives à la détermination de la date de notification*.	Luxembourg
	Le système de la double date ***existe déjà dans le cadre de l'application du Règlement CE n° 1348/2000 du Conseil du 29 mai 2000***. En effet, la France a estimé que la date de la signification ou de la notification devait être, à l'égard du requérant, celle de la transmission de l'acte par l'entité d'origine française. Cette date est importante non seulement pour des actes intervenant dans le cadre d'une procédure mais également pour les actes extrajudiciaires, actes d'huissier de justice précisément exigés par la loi pour que soit fixée avec certitude leur date de délivrance dont dépend la conservation ou l'exercice d'un droit. Il en est ainsi notamment de certains actes en matière de baux commerciaux (congé, renouvellement du bail, changement d'affectation) ou de baux ruraux (congé, droit de reprise, droit de préemption), ainsi qu'en matière de sûretés ou de voies d'exécution (saisies ou expulsion). Par ailleurs, des effets juridiques peuvent être attachés à la date d'un acte dont le délai de délivrance n'est pas imposé par la loi, que l'acte soit judiciaire, il en est ainsi de la date de signification d'un jugement qui est le point de départ des délais des voies de recours, ou extrajudiciaire, ainsi un commandement de payer qui peut interrompre une prescription ou faire courir les intérêts de retard.	France
	In general terms, it is judged ***very useful***, given that it safeguards the interest of each parties. The introduction of this system into the Convention, however, ***should be carefully considered***.	Espagne
	Code of civil procedure in Kuwait organizes timing for service of documents. If the addressee is living aboard there is ***extra 60 days for this service***.	Koweït

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	The Netherlands ***does not have dual-dating problems with the Convention*** in connection with the fictitious service system. In terms of designated periods, only the service date in the Netherlands is relevant. The notification date abroad is only important in terms of the requirements regarding time specified in Article 15 of the Convention.	Pays-Bas
	We have no views on dual-dating systems, although typically United States courts will look to the actual date that ***a defendant has received the service of process as the operative date of service.***	Etats-Unis
	[F] *Québec :* Le problème ne s'étant pas posé en droit québécois, la solution du système de la double date nous apparaît ***inutilement complexe***. *IPE* : Aucun problème. *Alberta* : Cela semble une ***approche raisonnable***. [E] *Quebec*: Since the problem has not arisen in Quebec law, the solution of the double date system seems to us to be ***unnecessarily complicated***. *PEI*: No problem. *Alberta:* It seems like a ***reasonable approach***.	Canada
	The dual-dating system ***is not applicable*** in our judicial system and ***is not easy to comprehend it***.	Bulgarie
	It is unknown in our legal system and is ***not easily comprehended***. Since the responsibility of the service never lies with a party, we cannot imagine a situation where such system would have any practical consequences in our civil procedure.	Rép. Slovaque
	We would ***not be in favour*** of introducing a system with double dates for determining the date of service. The Convention should not try to harmonise the domestic rules on service but only facilitate cooperation between courts.	Suède; voir aussi Finlande et Japon
	Under the law in Hong Kong, ***time starts to run when service is completed***. ***We are not keen on the dual dating system***. In addition to the arguments against the dual-dating system discussed in the last paragraph of section II,1,E,f of the General Comments prepared by the Permanent Bureau, we are also concerned about the need to ascertain the foreign law with regard to the determination of the date of service. This would involve the introduction of expert evidence on a simple matter such as the date of service. The cost and time involved may not be justified. This may also unduly prejudice the interests of the plaintiff.	Chine (Hongkong)
	The dual-dating system ***does not exist in the MSAR legal system***. Therefore, even if in theory some of the benefits arising from the implementation of such a system can be recognized, in practice, ***it would be very difficult to implement*** such a system as it implies modification of our domestic procedural rules.	Chine (Macao)
	The date of service is normally the date when the documents are delivered to the addressee. We would ***not be in favour*** of introducing a system with double dates.	Norvège
	Germany uses the system of a ***uniform date of service***. Decisive in this is not the transmission of the document to the Central Authority or to a court, but rather the date of the service itself, or otherwise the direct knowledge thereof on the part of the addressee. Compared to those States which use the date of the transmission of the document to an authority as the date of service, problems have arisen in certain cases where the date of the actual service on the addressee with reference to domestic law was not additionally specified on the documents. After all, the Convention itself also requires that the documents, including the request section on the essential content of the documents, are to be delivered to the addressee (cf. Art. 5(4)), and that this delivery is to be documented in the certificate of due performance of service ("The documents referred to in the request have been delivered to:...").	Allemagne
	In relation to EC Regulation 1348/2000 Portugal declared its intention to derogate from article 9 (2) on the grounds of the ***imprecision and uncertainty than can result from the determination of two different dates of service,*** set by reference to the laws of two different countries, to the detriment of legal certainty.	Portugal
	L'Union considère que le régime de la double date, sauf à imposer un système, à l'instar du Règlement 1348 de l'UE, est insoluble. En effet, suivant la conception qu'épouse chaque Etat sur la date de prise d'effet de la notification ou de la signification, le point de départ des délais peut varier. La France s'est adaptée au Règlement en modifiant son code de procédure mais beaucoup de pays continuent à appliquer leur propres règles. Au demeurant, ***le système***	UIHJ

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	de la double date tel que résultant de l'art. 9 du Règlement UE 1348 est séduisant mais son effectivité est altérée par les trop nombreuses déclarations dérogatoires qui en réduisent profondément la substance. L'UIHJ estime, en conséquence, qu'à défaut de mettre en œuvre un régime exclusif de toute déclaration de renonciation, le système de la double date (au même titre que la question relative à la traduction) constituera, longtemps encore, l'un des principaux écueils de la Convention.	
13.2. Does internal law determine date of serv. for applicant in case of transm. abroad?	***Oui.*** De nouvelles dispositions ont été introduites dans le nouveau code de procédure civile français suivant un décret nº 2002-1436 du 3 décembre 2002 (Journal Officiel du 12 décembre 2002). Article 688-9 du NCPC : « Lorsque l'acte est destiné à un officier ministériel, une autorité ou une autre personne d'un État membre de la Communauté européenne, la date de la signification des actes judiciaires et extrajudiciaires en matière civile et commerciale est, à l'égard du requérant, celle de la date de l'expédition de l'acte par l'huissier de justice.» Article 688-10 du NCPC : « Lorsque l'acte est destiné à un officier ministériel, une autorité ou une autre personne d'un État membre de la Communauté européenne, la date de la notification des actes judiciaires et extrajudiciaires en matière civile et commerciale est, à l'égard du requérant, celle de la date de l'expédition de l'acte. » Ces textes ne s'appliquent pas pour les transmissions au Danemark (Article 688-11).	France
	Oui. Aux termes de l'art. 156(2) du nouveau code de procédure civile, la signification est réputée faite ***le jour de la remise de la copie de l'acte à l'autorité compétente pour expédier ou le jour de la remise à la poste***, ou en général, le jour où ***toute autre procédure*** autorisée de signification à l'étranger est engagée. L'art. 156(3) prévoit cependant que lorsque le défendeur ne comparaît pas, le juge est tenu de surseoir à statuer aussi longtemps qu'il n'est pas établi : a) ou bien que l'acte a été signifié selon les formes prescrites par la législation de l'Etat requis pour la signification des actes dressés dans ce pays et qui sont destinés aux personnes se trouvant sur son territoire. b) ou bien que l'acte a été effectivement remis au défendeur et que dans chacune de ces éventualités, soit la signification, soit la remise a eu lieu en temps utile pour que le défendeur ait pu se défendre. ***Le système de la double date ne joue dès lors que si le défendeur ne comparaît pas.*** Si le délai entre la date à laquelle le défendeur a reçu l'acte et la date de comparution est trop court le juge peut accorder un délai supplémentaire au défendeur pour préparer sa défense. Ce système nous donne entière satisfaction.	Luxembourg
	According to Kuwaiti code of Civil procedure if the addressee has known address abroad, documents will be sent to Ministry of Foreign Affairs via Public Prosecution Department to be delivered through diplomatic channels. ***Legal effects are produced when a copy is received by the addressee. However, document is considered served from the date it is handed over to Public Prosecution Department.***	Koweït
	[F] *Québec* : ***Le droit québécois ne prévoit rien de particulier*** pour déterminer en cas de transmission à l'étranger la date de notification pour le demandeur. Cependant, l'article 31 de la *Loi concernant le cadre juridique des technologies de l'information*, L.R.Q., c. C-1.1, est pertinent à la preuve de l'envoi ou de la réception d'un document ainsi que pour la détermination du moment de l'envoi ou de la réception [Voir les réponses complètes sur le site Internet]. *IPE*: Voir les Règles de procédure civile. *Alberta*: ***Oui***. [E] *Québec*: Quebec **law does not specifically provide for the determination of the date** of notification for the plaintiff in the event of transmission abroad. However, section 31 of the Act to establish a legal framework for information technology, R.S.Q., c. C-1.1, is relevant to proof of the sending or receipt of a document and for determining the time when it is sent or received [See the full replies on the website]. *PEI*: See the Rules of Civil Procedure. *Alberta*: **Yes**.	Canada
	Hong Kong court specifies in the order when time begins to run in granting leave to serve out of jurisdiction which forms part of the papers to be served.	Chine (Hongkong)
	No. Date of service is normally the date when the addressee actually receives the documents. Does not matter if service took place in Sweden or abroad.	Suède

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	No / Non	Bulgarie, Chine (Macao), Espagne, Etats-Unis, Japon, Lituanie, Rép. Slovaque, Suisse, Ukraine
	No. Our country's domestic law provides for a system whereby the applicant can file a request for an urgent service to be conducted in case his right is subject to a limitation period. The limitation period is interrupted following five days from the filling of the request if the service is not performed within such time. This system is not specific to the transmission abroad of acts but can be applied thereto as long as the applicant files such a request. This system allows for protection of the applicant's interests. However, this does not mean that service produces its effects at different times with regard to the addressee of the document and with regard to the applicant. The date of service is to be the date on which the document is served in accordance with the law of the Member State addressed. Only then will the service of a document produce its legal effects.	Portugal
14. Exequatur		
14.1. Deny enforcement of foreign judgm. on grounds of publ. pol. re service proc.?	***Non, si la procédure de notification est conforme à la Convention***. Il convient de préciser que les différentes juridictions ne refusent que très rarement l'exécution d'un jugement étranger pour violation de l'ordre public.	Luxembourg
	No. The courts are likely to be unsympathetic to such an application. The courts tend to favour lex fori, particularly so in furtherance of an international convention.	Irlande
	The specified circumstances are ***not the basis for refusal*** in decision-making to performance.	Bélarus
	No, unless Portugal declared its opposition to the service procedure applied (vd. Supra 11.1). The enforcement of a foreign judgement ***may also be denied for breach of public policy*** where the judge considers, based on his analysis of the proceedings, that the principle of equality and the principle of adversary treatment were not respected. The addressee's State may not refuse enforcement of the foreign judgement on the grounds that the service has not been translated if no such requirement was made by the Central Authority, pursuant to art. 5(3) of the Convention, prior to the performance of the service.	Portugal
	Since the Republic of Lithuania before ratifying this Convention has emphasized and noted which of the methods of the service of documents are applicable in our country, it would be ***not possible to deny the enforcement of the foreign judgement on grounds of breach of public policy on the service of procedure applied, even though that service has been performed by the methods provided for under the Convention***. If the addressee's State has not required that the documents would be translated into some particular language in this concrete situation, the addressee's State cannot refuse enforcement of the foreign judgement on the grounds that the service has not been translated.	Lituanie
	La jurisprudence à cet égard est ***formaliste***. Ainsi, ***lorsque la notification a été effectuée selon les formes prévues par la CLaH 65, la reconnaissance du jugement ne devrait pas être refusée***. Nous n'avons toutefois pas connaissance de cas où la question s'est posée sous l'angle de l'ordre public procédural. Or, l'article 27 de la Loi fédérale sur le droit international privé (http://www.admin.ch/ch/f/rs/2/291.fr.pdf) fait du respect de l'ordre public procédural suisse une condition de la reconnaissance de jugement. On ne peut ainsi pas exclure qu'un jugement ne soit pas reconnu pour ce motif dans des circonstances particulières. A priori, toutefois, cela ne devrait pas être le cas. ***Cela serait, à notre sens, contraire à l'esprit de la CLaH 65***. En effet, chaque Etat ayant la possibilité de	Suisse

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	faire des réserves lors de la signature de la Convention, il lui appartient de refuser les modes de transmission qu'il estime être contraire à son ordre public. Refuser de reconnaître un jugement alors même que les voies prévues – et admises par l'Etat où la reconnaissance sera requise – ont été suivies crée une situation juridique incertaine et oblige le requérant à suivre les voies les plus lourdes.	
	In Germany, the acceptance and enforcement declaration of foreign judgments is based, in particular, on European Community law (Council Regulation (EC) Nos. 1347/2000 and 44/2001), the Lugano Convention on Jurisdiction and Enforcement of 1988 and, in the absence of Community or State treaty norms, on German autonomy law, cf. sections 328, 722 et. seq. Of the Code of Civil Procedure. ***In transnational default-judgments, for whichever channel is used, this generally hinges on the proper and punctual service of the writ of summons, either from or into a foreign country***. Otherwise the enforcement thereof can be refused due to a breach of the specific conditions of public policy. In comparison to the Contracting States to the Hague Convention on the Service of Documents, which are not simultaneously Member States of the European Union, this international treaty can play a role in the assessment of propriety and punctuality. Nonetheless, ***only flagrant violations*** of the Hague Convention on the Service of Documents constitute a breach of a public policy condition. Since Germany has objected to the use of service channels pursuant to Art. 10 of the Council Regulation of the Convention, the situation described in the questionnaire for service from and to Germany could not occur in our view.	Allemagne
	I would be possible to deny enforcement of a foreign judgment on the grounds that the documents have been served ***with breach of Art. 5(1),*** or when there were no bilateral international Agreement between States.	Ukraine
	There is ***no such precedent in China*** so far. Theoretically speaking, even the service has been executed in the way as stated in the Convention, the contracting State can still deny to enforce the foreign judgment if this judgment runs against the ***public policy***.	Chine
	In the MSAR legal system, for a foreign sentence to be effective, and therefore enforceable, it has to be revised and confirmed meeting determined requirements expressly stated in the MSAR Civil Procedure Code. Namely, ***there must be no doubt on the authenticity and intelligibility of the decision***; the decision must have acquired *res judicata* force according to the law from which it was rendered; fraud to the law must not have been used for the determination of the competence of the court that rendered the decision; the decision has to have been rendered on matters not befalling on the exclusive competence of the MSAR courts; there must be no *litispendens*; the defendant must have been properly served according to the law of the court of origin; the ***principles of equality and due process of law*** must have been observed and the decision must not be against public policy. As one of the specific requirements for revision and confirmation of foreign decisions concerns service, ***it is hard to envisage a situation whereby a decision based on a service that has been performed by methods provided for under the Convention would be denied enforcement*** on grounds of breach of public policy based only on the lack of translation.	Chine (Macao)
	We do not have such precedents, but still the Court makes an assessment for each particular case when exequatur of judgement is available, ***whether a real opportunity has been given to the [defendant] to take part in the respective legal proceedings*** under the case before rendering the judgment.	Bulgarie
	[F] *Québec :* Suivant l'art. 3155, 3° C.C.Q., "Toute décision rendue hors du Québec est reconnue et, le cas échéant, déclarée exécutoire par l'autorité du Québec, sauf dans les cas suivants: [...] 3° La décision a été rendue en ***violation des principes essentiels de la procédure***;[...]". À souligner également l'art. 3156 C.C.Q. suivant lequel "Une décision rendue par défaut ne sera reconnue et déclarée exécutoire que si le demandeur prouve que l'acte introductif d'instance a été régulièrement ***signifié à la partie défaillante, selon la loi du lieu où elle a été rendue***. ***Toutefois, l'autorité pourra refuser*** la reconnaissance ou l'exécution si la partie défaillante prouve que, compte tenu des circonstances, elle n'a pu prendre connaissance de l'acte introductif d'instance ou n'a pu disposer d'un délai suffisant pour présenter sa défense." La jurisprudence ne s'est pas encore prononcée sur cette question	Canada

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	précise [...]. *Alberta* : ***Oui***, une cour pourrait juger qu'il est contraire à la politique officielle d'exécuter un tel jugement étranger. Il est difficile de prédire les circonstances [...] mais on pense que cela pourrait se produire lorsque la créance qu'on veut faire exécuter est une créance illégale en vertu du droit canadien, par exemple une créance découlant d'une servitude. **[E]** *Québec*: Under art. 3155, (3) C.C.Q., "A Quebec authority recognizes and, where applicable, declares enforceable any decision rendered outside Quebec except in the following cases: … (3) the decision was rendered in ***contravention of the fundamental principles of procedure***". Note also art. 3156 C.C.Q., which provides: "A decision rendered by default may not be recognized or declared enforceable unless the plaintiff proves that the act of procedure initiating the proceedings was ***duly served on the defaulting party in accordance with the law of the place where the decision was rendered. However, the authority may refuse*** recognition or enforcement if the defaulting party proves that, owing to the circumstances, he was unable to learn of the act of procedure initiating the proceedings or was not given sufficient time to offer his defence. There has not yet been any expression of opinion in the judicial decisions on this specific issue of a refusal to enforce a foreign judgment where service has been made in accordance with the methods provided for in the Convention. *Alberta: **Yes***, a Court might find that it is contrary to public policy to enforce such a foreign judgement. It is difficult to predict what circumstances [...] but it is suspected that this might occur where the debt sought to be enforced is an illegal one under Canadian law, e.g. a debt related to indentured servitude.	
	Under section 6(1)(a)(iii) of the Foreign Judgments (Reciprocal Enforcement) Ordinance, Chapter 319 of the Laws of Hong Kong, the court shall refuse to register a judgment for enforcement if, *inter alia*, it is satisfied that the defendant did not (notwithstanding that process may have been duly served on him in accordance with the law of the country of the original court) receive notice of those proceedings in sufficient time to enable him to defend the proceedings and did not appear***.*** Therefore, service may have been performed in compliance with the Convention, but the court is still entitled to take everything into consideration to decide whether or not the defendant has sufficient time to enable him to defend the proceedings if he did not appear in the proceedings in the original court. Furthermore, section 6(1)(a)(v) of the same Ordinance provides for a mandatory ground of refusal to enforce a foreign judgment based on public policy. Our position on translation is clear as represented by Order 69 rule 3(1) of the Rules of the High Court. But ***if the lack of translation of the relevant documents is considered to have fundamentally affected the rights of the defendant to have a fair trial, the resulting judgment may not be enforced in Hong Kong by virtue of this section.***	Chine (Hongkong)
	The principal constraint as to the effectiveness of a foreign judgment is that the defendant against whom the judgment is to be enforced, has been accorded appropriate due process, including notice and an opportunity to respond. Where the service of process has been made under the Convention consistent with the domestic laws and court procedures, ***courts would typically consider the service effective***. ***This does not preclude a judgment defendant from later challenging the judgment based upon some factual infirmity in the service not otherwise apparent to the court***. Thus, for example, if the addressee accepts mail service of an untranslated pleading or document, a U.S. court could still find, if challenged, that the defendant had not been provided reasonable due process and deny enforcement of a resulting judgment. However, there are no reported cases of this happening, in fact. In addition, of course, other procedural or substantive infirmities may exist in the underlying action that might the judgment also unenforceable.	Etats-Unis
	No enforcement for judgement violating ***public order***.	Koweït
	It would be possible, that Polish court might deny enforcement of a foreign judgement on the grounds that the service has not been translated, even though the service has been performed by the methods provided for under Convention. The grounds of that refusal would not be the breach of public policy but the ***depriving of the right of defence*** - if the addressee would not know the language in which document would be drawn up.	Pologne

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	Yes, it is possible. Article 24 of the Spanish Constitution states that every person has the right to obtain the effective protection of the Judges and the Courts in the exercise of his legitimate rights and interests, and in no case may he go undefended. This is one of the fundamental constitutional rights and enjoys maximum protection under the Spanish Constitutional Law. Therefore, if a person has not been able to provide himself with a proper defence due to lack of notification of the claim against him, even though the provisions of the Convention had been met, the above mentioned right would prevail. Eventual enforcement of the foreign judgement in Spain, would be denied ***on grounds of breach of a fundamental right***.	Espagne
	Même au cas où la notification d'un acte du procès serait conforme aux règles de la Convention, la reconnaissance en Italie du jugement étranger peut être refusée pour violation du principe de l'ordre public (art. 64, lettre g, L. 218/95). Dans l'exemple ci-dessus, si les actes n'ont pas été notifiés au plaideur défaillant de l'Etat d'origine dans une ***langue qu'il connaît***, l'exequatur peut être refusé pour violation du droit (fondamental) de défense.	Italie
	The "procedural" condition which is being reviewed by a Slovak court in the course of recognition of a foreign judgement (in lack of an international treaty governing recognition) is ***whether the court of origin has, by its actions, prevented the respondent to effectively take part in the proceedings***. In the example given in the questionnaire that would most likely not be the case (though, of course, since Slovakia objected to the postal channels, Slovak court would most likely refuse recognition for ordre public reasons even if the respondent would not object). In absence of any case law to that effect, it is difficult to conclude how a Slovak court would proceed, but we cannot imagine that it would entertain an objection by a respondent if the court of origin complied with the Convention. Of course, the issue of Article 15 provides a different scenario. Default judgements issued by the court of origin would most likely not be recognised (in particular if the respondent was not served the document instituting the proceedings).	Rép. Slovaque
	Il n'existe pas à la connaissance de l'autorité centrale française, de décisions rendues par une juridiction française refusant l'exécution d'un jugement étranger pour violation de l'ordre public fondée sur la procédure de notification suivie, lors même que les dispositions de la Convention de la Haye du 15 novembre 1965 auraient été respectées. De façon théorique, on peut ***estimer néanmoins qu'une juridiction pourrait statuer dans un tel sens***, si elle considérait que la procédure de signification a été faite en violation d'un principe du droit et porte atteinte aux droits du destinataire. *L'État du destinataire ne devrait pouvoir refuser l'exécution d'un jugement étranger au motif que l'acte n'a pas été traduit,* ***que dans la mesure où le destinataire ne comprenait effectivement pas la langue*** *dans laquelle l'acte a été établi et qu'il n'a pas été mis en mesure de le refuser*.	France
	In the case of the question, enforcement of a foreign judgment ***can be refused*** in some cases. Japanese Code of Civil Procedure requires as one of the conditions for recognition and enforcement of a foreign judgment that the defeated defendant has received service (except for service by publication of notice or any similar means) of summons or any other necessary orders to commence procedures or has responded in the action without receiving service thereof in light of ***enabling a defeated defendant to arrange for his/her defense***. It is considered that a ***Japanese translation must be attached*** to a document to be served regardless of his/her linguistic ability for the purpose of enabling a Japanese defendant to arrange for his/her defense. With regard to the case in question, we think it possible to deny enforcement of the foreign judgment on the grounds that the service has not been translated at lease in the case where the defendant (or addressee) is a Japanese.	Japon
	The basic principle is that a foreign judgment is not recognised and cannot be enforced in Sweden. But foreign judgments can be enforced if there is a special provision that prescribes enforceability. We have several such provisions based on international instruments. Most important are the Brussels and Lugano Conventions and the Brussels I Regulation. ***For default judgments incorrect service could under certain circumstances be ground for denial of enforcement according to these provisions.***	Suède

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	The main rule is that foreign judgments are not recognised and cannot be enforced in Norway. Special provisions may allow enforcement based on international arrangements. Incorrect service could under certain circumstances be ground for denial of enforcement.	Norvège
15. Exclus. of Conv. between the parties?		
15.1. Rulings in this matter?	***No / Non*** *Espagne* : As far as we are aware of, no such rulings have been issued. It is to be noted that procedural rules have the ***nature of public policy*** (*ordre public*) in our domestic law, and hence are not subject to exclusion at the parties' own will.	Bélarus, Bulgarie, Canada, Chine, Danemark, Espagne, Finlande, France, Italie, Japon, Koweït, Luxembourg, Norvège, Pays-Bas, Pologne, Portugal, Suède, Ukraine
	We have no knowledge of any rulings by a German court, according to which the parties have contractually excluded the application of the Convention between themselves. Also, the possibility to do so does not exist under German law.	Allemagne
	Nous n'avons pas connaissance de décisions rendues à ce sujet. A notre avis, une telle convention ne serait pas valable en Suisse.	Suisse
	We are not aware of any such ruling in Hong Kong. In Hong Kong, the implementation of the Convention is partly achieved by legislation (enactment of Rules of Court). It is generally against public policy under the law of Hong Kong for parties to contract out of legislative provisions.	Chine (Hongkong)
	The MSAR legal system ***does not allow the exclusion by the parties*** of the application of the Convention between themselves by agreement or contract.	Chine (Macao)
	Parties cannot waive the application of the Convention between themselves. Though, they can do so by other means (by giving a power of attorney to accept service of documents on their behalf within the forum).	Rép. Slovaque
16. Fax / elect. mail	Today, fax and e-mail are in general not used as means of transmission of documents for service. In our view the ***use of modern technologies should be encouraged***, taking into account the need to be able to establish ***authenticity***. We will, however, have to consider this question more thoroughly.	Norvège
	Ukraine ***doesn't use fax and e-mail service.***	Ukraine
16.1.a. Acceptance of electr. requests for service?	***Yes***, the Ministry of Justice as the Central Authority, as requested State, shall accept the request forwarded to it by ***fax*** and by ***e-mail***.	Lituanie
	It is ***very important that we encourage the usage of modern technologies for transmission of requests and documents***. We share the views as expressed in the provisional version of the new handbook that a transmission of documents by electronic means would improve the usefulness and effectiveness of the Convention.	Suède
	Yes, we would accept requests forwarded by fax or e-mail provided that the content of the document received is true and faithful to that of the document forwarded and that all information in it is easily legible.	Finlande
	Article 162 of the Spanish Civil Procedural Law introduces the ***possibility*** to forward and receive judicial documents ***by electronic and telematic means as long as the authenticity of its content is guaranteed*** and there is	Espagne

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	exact awareness of the moment in which it has been completely sent and received.	
	According to the MSAR Civil Procedure Code, ***requests for service can be transmitted by any means, including fax and e-mail***, under the terms foreseen in specific legislation. In what concerns the use of fax, the existing law ***requires the original request and documents attached to be presented to the court afterwards***. In what concerns e-mail, no law has been enacted yet.	Chine (Macao)
	Requests sent by fax have been admitted.	Portugal
	[F] *Québec :* ***Oui. Cependant, le paiement des frais à l'avance doit nous parvenir***. Or, si la demande peut nous être transmise par télécopie ou courrier électronique, le transfert de fonds n'est pas autorisé au Québec. *Nouveau-Brunswick* : En vertu des Règles de la Cour du Nouveau-Brunswick, les documents pour lesquels une signification personnelle n'est pas nécessaire peuvent être transmis et signifiés par télécopieur. À ma connaissance, il est impossible de signifier des documents par courriel au Nouveau-Brunswick. *IPE* : ***Oui***. *Alberta* : ***Peut-être par télécopieur, mais pas encore par courriel*** puisque actuellement, des gens à l'intérieur du territoire peuvent déposer des actes juridiques par télécopieur mais non par courriel. Ce sera peut-être possible à une date ultérieure. Naturellement, peu importe la méthode, d'autres dispositions seraient nécessaires pour le paiement des droits exigés. *Ontario* : ***Selon la pratique actuelle, nous recevons la demande et les actes en double***. Nous signifions un exemplaire et renvoyons l'autre au demandeur accompagné d'un procès-verbal de signification. Si nous acceptions des actes par télécopieur ou courrier électronique, il nous faudrait photocopier un deuxième exemplaire. Bon nombre des demandes de signification que nous recevons dépassent 50 pages. ***Le processus serait plus fastidieux et plus coûteux.*** [E] *Québec:* ***Yes. However, we must receive the advance payment of the costs***. If the request can be forwarded to us by fax or e-mail, the transfer of funds is not authorized in Quebec. *New Brunswick*: Under the New Brunswick Rules of Court, documents which do not require personal service may be transmitted and served by fax. To my knowledge, it is not possible to serve documents by e-mail in New Brunswick. *PEI*: ***Yes***. *Alberta****: Possibly by fax, but not by E-mail*** yet, as, currently, persons within the territory may file legal documents by fax, but not by E-mail. The latter may be possible at some point in the future. Naturally, with either of these methods, some alternate arrangement would be necessary for payment of the requisite fee. *Ontario*: ***Under the current practice, we receive the request and documents in duplicate***. We serve one set and return the other with a completed certificate of service to the applicant. If we accepted documents by fax or by electronic mail, we would have to photocopy a second set of documents. Many of the services received are in excess of 50 pages. ***The process would be more work intensive and more expensive.***	Canada
	The Ministry of Justice can inform you that the application of digital communication in connection with service is ***under consideration*** in Denmark.	Danemark
	Pour le moment, ***non***. Il est toutefois possible, dans les cas urgents, ***d'envoyer la requête par fax et de faire suivre l'original***. Cela permet d'agir plus rapidement et de réagir dans les cas où la requête ne serait pas complète.	Suisse
	Has ***not yet occurred***. With regard to desirability: other means of communication would only be acceptable if they can be guaranteed in terms of origin, conformity and legibility.	Pays-Bas
	Requests for service and the documents to be served ***may not ordinarily be accepted*** by email or fax, because the legitimacy of the sender, the authenticity of the signature and seal, and the completeness and correctness of the documents transferred cannot reliably be determined. It can often be expected that the quality of the copies of the documents in fax transmissions will be poor and that this only constitutes the submission of the request.	Allemagne
	Requests for performance forwarded in the mentioned forms are ***not accepted***. Such forms have not been regulated in the Bulgarian civil procedural legislation yet.	Bulgarie

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	No.	Chine, Koweït
	No, as documents have to served as ***originals*** or as a ***certified copy***.	Luxembourg, Pologne
	No, it is not valid. For service of the original process the copy for service has to be ***a sealed copy*** (Order 10 rule 1(6) of the Rules of the High Court).	Chine (Hongkong)
	At the present time, the Central Authority ***is not willing to accept requests forwarded by fax or e-mail***.	Etats-Unis
	The Central Authority in Japan is ***not willing to accept such requests***. Even if the use of electronic means for requests to the Central Authority under Article 3 is consistent with the letter, spirit and objectives of the Convention, ***a "document" transmitted by e-mail or fax cannot be served legally in Japan***. We would not accept requests forwarded to our Central Authority by e-mail or fax because legal service which is based on such a request cannot be performed in Japan.	Japon
	L'acceptation par l'autorité centrale française des requêtes adressées par télécopie ou courrier électronique ***doit préalablement faire l'objet d'une expertise***.	France
	The whole issue of e-mail or fax transmission is ***premature*** for the Slovak republic, since its authorities are not prepared to use these methods, either in outgoing or incoming situations at the moment.	Rép. Slovaque
	NZ allows service by fax for proceedings within New Zealand. There are ***rules*** about when documents may be served by fax and about the ***time*** at which the document is regarded as having been served. These rules are set out in rules 44, 192 and 206A of the High Court Rules (available on HccH-website). In recent years, some ***new legislation has specifically allowed service by email in certain types of New Zealand proceedings***. An example of this are provisions in the Construction Contracts Regulations 2003, which allow service by email or other electronic communication if certain requirements are met. One of the requirements is that the ***person to whom the information is required to be served consents to it being given in electronic form and by means of an electronic communication***. ***In very specific circumstances, service of documents by fax is permitted between New Zealand and Australia***. The rules are set out in rules 446X, 502E and 502F of the High Court Rules (available on HccH-website).	Nouvelle-Zélande
16.1.b. Use of electr. means for transmission of requests abroad?	E-mail is not used in practice. Telefax is used only in urgent cases.	Finlande, Lituanie
	Fax has been used to forward requests for service.	Portugal
	Fax may be used in case of urgency, although it is ***seldom used***. ***E-mail has not been introduced yet*** as an ordinary mean of forwarding requests for service.	Espagne
	Il arrive que des ***huissiers de justice*** recourent à la voie de la télécopie ou celle du courrier électronique aux fins de transmission d'une demande de notification dans le cadre du règlement CE 1348/2000.	France
	Dans notre pays, nous n'avons ***pas l'habitude*** d'envoyer les demandes par voie télématique; mais, comme c'est le cas pour les demandes aux termes du ***Règlement du Conseil européen 1348/2000***, cette modalité peut être envisagée, à condition de prévoir un délai raisonnable pour l'exécution de la notification, les demandes devant être adressées à l'Autorité Centrale et non pas directement au destinataire de la notification.	Italie
	[F] *Québec*: […] aucun renseignement à ce sujet. Cependant, actuellement, ***la signification d'un acte peut être effectuée par télécopie au Québec***. Dans S.A. Louis Dreyfus & Cie c. Holding Tusculum B.V., la partie requérante s'est adressée aux tribunaux du Québec pour obtenir la permission de signifier la procédure en France par télécopieur. Cela lui fut accordé malgré l'opposition de la partie défenderesse. [E] *Québec*: [...] we do not have any information on this subject. At the present time, ***however, a document may***	Canada

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	be served in Quebec by fax. In S.A. Louis Dreyfus & Cie c. Holding Tusculum B.V., the applicant applied to the courts in Quebec for leave to serve pleadings in France by fax. The request was granted over the objections of the defendant.	
	No / Non	Allemagne, Bélarus, Bulgarie, Chine (Hongkong, Macao), Japon, Koweït, Luxembourg, Pologne, Suisse
16.2.a. Performance of service by e-mail or fax?	***Yes, it is possible***, according to article 162 of the Civil Procedural Law. Firstly, the Court and the addressees have to be provided with ***the necessary technical equipment*** to practice electronic service. Secondly, these electronic, telematic and infotelecomunication means must guarantee the ***authenticity*** of the document's content and the ***integrity*** of the service, as well as ***the moment*** in which it has been forwarded and received.	Espagne
	In our State service from abroad may be performed by e-mail or fax.	Lituanie
	[F] *Québec* : Actuellement, ***la signification d'un acte peut être effectuée par télécopie au Québec***. L'article 82.1 du Code de procédure civile prévoit en effet que: « "Une partie ou son procureur peut transmettre par télécopieur [...] ». Dans S.A. Louis Dreyfus & Cie c. Holding Tusculum B.V., la partie requérante s'est adressée aux tribunaux du Québec pour obtenir la permission de signifier la procédure en France par télécopieur. Cela lui fut accordé malgré l'opposition de la partie défenderesse. En principe, puisque la signification s'effectue en remettant une copie du document en mains propres à son destinataire, elle ne peut s'effectuer par courrier électronique actuellement. Cependant, dans les cas où une remise en mains propres n'est pas exigée, la *Loi concernant le cadre juridique des technologies de l'information*, L.R.Q., c. C-1.1, permettrait l'utilisation du courrier électronique [...]. Enfin, le Comité de révision de la procédure civile qui a rendu public son rapport le 28 août 2001 est favorable à l'utilisation des technologies de l'information dont la fiabilité peut être assurée notamment pour échanger et communiquer certains actes de procédure. [E] *Québec*: At the present time, ***it is possible to serve a document by fax in Quebec***. Article 82.1 of the *Code of Civil Procedure* provides as follows ""A party or his attorney may send [….] by fax machine [...]". In *S.A. Louis Dreyfus & Cie v. Holding Tusculum B.V.*, the applicant applied to the courts of Quebec for leave to serve pleadings in France by fax. The request was granted over the objections of the defendant. In principle, since a document may be served by giving a copy of it to its recipient in person, it cannot at present be done by e-mail. However, in those cases where service in person is not required, the *Act to establish a legal framework for information technology*, R.S.Q., c. C-1.1, would permit the use of e-mail [...]. Finally, the Civil Procedure Review Committee, which published its report on August 28, 2001, came out in favour of using information technologies whose reliability was guaranteed, including to exchange and transmit certain acts of procedure.	Canada (Québec)
	No special provision in domestic law on service by fax or e-mail, but we are ***currently looking into this matter***. When talking about electronic service one needs to look into the issue of safe methods of determining that a document has been received.	Suède
	No / Non	Allemagne (voir aussi rép. 16.4.), Bélarus, Bulgarie, Canada (Alberta), Chine, Chine (Macao), Finlande, France, Japon, Koweït, Luxembourg, Pays-Bas,

Question	Réponse / Reply	État / State
		Portugal, Suisse
	No, it cannot be done by e-mail or fax as Order 69 rules 2 and 3 of the Rules of the High Court clearly specify the methods of service either by leaving with the person or inserting in the appropriate letter box.	Chine (Hongkong)
	No. ***However it would not be against the Polish law to perform the service of documents from abroad in all cases by fax or e- mail as by a particular method requested by the applicant*** – according to Art. 5(1)(b) of the Convention. See also *infra* 16.4.	Pologne
	As background, it might be noted that federal courts in the United States have begun to implement a comprehensive electronic system for the filing and serving of documents. It is anticipated that within the next several years, all federal trial courts, including bankruptcy courts and courts of appeals, will have implemented an electronic filing system, although the requirements may vary from court to court. We believe some state courts are considering electronic filing as well. Significantly, however, this system is only available after the case has been initiated with the service upon the defending party or parties of a paper copy of the summons and complaint made pursuant to existing applicable law. For that reason***, even after such electronic filing systems have been fully implemented, it is unlikely that United States Courts would accept e-mail or fax service as effective, if expressly challenged by the recipient.*** In any event, nothing precludes a recipient of service of process within the United States through electronic channels from voluntarily accepting such service. At least two states allow facsimile machines to play some role in service of process. […] We are aware that some U.S. courts have accepted such methods after due consideration of the circumstances of the case. At present, there are no reliable means for establishing that e-mail or fax service has, in fact, been received and even if received at a destination, nor is there an effective way to prove the date when such service was made. Nevertheless, if a party accepts service of process through electronic channels and does not subsequently challenge the service, it is unlikely that a court in the United States on its own would find the service of process to be ineffective. Thus while there is no express prohibition against the use of such electronic service channels, its use would be subject to the considerable risk given that it can be easily challenged by a recipient party. […]	Etats-Unis
16.2.b. Does "postal" extend to e-mail"?	***Yes***, the use of e-mail instead of postal channels can be contemplated, since the new Code of Civil Procedure of the Republic of Lithuania establishes that the service of judicial procedural documents can be performed by means of telecommunication equipment if it is established in the laws, regulations or administrative provisions. This can be performed only if there is consent of the party involved in the case.	Lituanie
	Yes, we could contemplate it but the requirements would have to be considered carefully.	Finlande
	It may be contemplated in an international Convention if the ***necessary requirements*** indicated above [i.e. authenticity, integrity, time] are met. It may be also considered if the defendant may have in any case the possibility of refusing notification by e-mail channel.	Espagne
	[F] <u>*Québec :*</u> ***L'utilisation du courrier électronique en lieu et place de la voie postale serait envisageable aux conditions posées par la Loi*** *concernant le cadre juridique des technologies de l'information*, L.R.Q., c. C-1.1, c'est-à-dire que ***l'intégrité des documents*** soient assurée au cours de leur cycle de vie, soit depuis leur création, en passant par leur transfert, ***leur consultation et leur transmission, jusqu'à leur conservation***, y compris leur archivage ou leur destruction. Suivant cette loi, l'intégrité d'un document est assurée lorsqu'il est possible de vérifier que l'information n'en est pas altérée et qu'elle est maintenue dans son intégralité, et que le support qui porte cette information lui procure la stabilité et la pérennité voulue. L'article 28 de cette Loi établit l'équivalence fonctionnelle entre les modes de transmission [*Voir le texte de cet article dans les réponses complètes sur le site HCCH*]. <u>*Alberta*</u> : ***Peut-être, en supposant que les protocoles de sécurité nécessaires puissent être mis en œuvre***. [E] <u>*Québec*</u>: ***The use of e-mail instead of regular mail would be possible under the conditions imposed by the Act*** *to establish the legal framework for information technology*, R.S.Q., c. C-1.1, that is to say that the integrity of the documents is guaranteed throughout their life cycle, from their creation, through their transfer, consultation	Canada

Question	Réponse / Reply	État / State
	and transmission to their preservation, including any archiving and destruction. Under this Act, the integrity of a document is ensured when it is possible to check that the information has not been altered and that it has been maintained in its entirety, and that the medium containing the information ensures the necessary stability and durability. Section 28 establishes a functional equivalence between the different methods of transmission [*See the text of this provision in the full replies on the HccH website*]. Alberta: ***Possibly, assuming the necessary security protocols could be implemented.***	
	L'utilisation de la voie électronique au lieu et place de la voie postale pour notifier un acte étranger ***pourrait être admise*** sous réserve que soit offerte au destinataire une possibilité effective de ***refuser la délivrance d'un acte non traduit*** lorsqu'il ne comprend pas la langue utilisée.	France
	The ***meaning*** of the altered description of ***`post'*** in the Postal Convention for the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters ***is unclear***. The acceptance of new forms of service would depend on the guarantees stated under 16.1 a). We should await European legislation on this point.	Pays-Bas
	In the case of postal service from abroad, no control is exercised by the Hong Kong court with regard to the form and format of service. There is no objection from ***Hong Kong if the law of the original court permits the service of process to a foreign country by electronic means such as e-mail***.	Chine (Hongkong)
	No / Non	Bulgarie, Chine, Japon, Koweït, Luxembourg
16.2.c. As requesting State, does domestic law accept service performed by e-mail or fax?	Yes, ***as far as it is valid in the State addressed.***	Allemagne, Finlande, Japon, Pays-Bas, Pologne
	Yes; ***our domestic law*** accepts service performed by e-mail or fax.	Lituanie
	[F] Québec : Actuellement, la signification d'un acte peut être effectuée par télécopie au Québec. De plus, l'article 138 du Code de procédure civile du Québec prévoit que si les circonstances l'exigent, le juge ou le greffier peut, sur requête, autoriser un mode de signification autre que ceux prévus aux autres articles du Code de procédure civile. Dans ce cas, la notification effectuée dans l'État requis par courrier électronique ou télécopie serait valable au Québec. [Voir S.A. Louis Dreyfus & Cie c. Holding Tusculum B.V.]. Alberta : Pas à moins que ce soit prévu dans une loi, une ordonnance judiciaire ou un accord entre les parties comme étant acceptable et jamais si la signification se rapporte à des instances judiciaires. [E] Québec: At the present time, a document may be served in Quebec by fax. Furthermore, article 138 of the *Code of Civil Procedure of Quebec* provides that if circumstances require, a judge or registrar may, on request, authorize a method of service other than those provided in the other provisions of the *Code of Civil Procedure*. In that case, notification by e-mail or fax in the requested state would be valid in Quebec. […] [See in *S.A. Louis Dreyfus & Cie v. Holding Tusculum B.V.*] Alberta: Not unless it is specified by statute, a court order or agreement between the parties, as being acceptable, and never where the service is connected to legal proceedings.	Canada
	L'utilisation de courrier électronique ou de télécopie ne pourrait être admise en droit interne que dans la mesure où il s'agirait d'une forme de notification ***expressément admise par une convention et expressément reconnue dans le pays requis***, et où serait rapportée la ***preuve de l'existence de la notification, de son efficacité***.	France
	As long as the ***requirements*** established in article 162 of the Civil Procedural Law are fulfilled, service abroad performed by electronic means may be accepted if expressly provided in the Convention.	Espagne
	There does ***not exist legal regulation*** of the acceptance of service in the mentioned forms.	Bulgarie
	Non.	Chine (Hongkong),

Question	Réponse / Reply	État / State
		Koweït, Suisse
16.3.a. Sending of the certificate by e-mail or fax?	La pratique des autorités cantonales *diverge*.	Suisse
	[F] *Québec :* Lorsque l'Autorité requérante le demande, ***l'AC du Québec utilise la télécopie pour l'envoi de l'attestation*** [...]. ***L'original suit par courrier postal***. ***Le courrier électronique n'est pas utilisé***, le procès-verbal d'une signification faite par huissier n'étant jamais rédigé par ce moyen à notre connaissance. En principe, vu l'art. 2 de la Loi concernant le cadre juridique des technologies de l'information, L.R.Q., c. C-1.1, le procès-verbal étant un document, il pourrait être fait sur tout support. Des travaux sont en cours dans la foulée de cette loi pour éliminer les obstacles juridiques à l'utilisation des nouvelles technologies dans l'ensemble des lois du Québec. Cependant, [...] même si la législation était neutre quant au support de ce type de document, les huissiers pourraient tout de même continuer à les rédiger sur papier. *IPE* : Voir les Rules of Civil Procedure *Albert a*: ***Peut-être par télécopieur, dans des circonstances à déterminer, mais pas encore par courriel.*** *Ontario* : Sur demande, nous télécopions le procès-verbal de signification au demandeur. La version imprimée suit par courrier. À l'occasion, nous recevons également des demandes modifiées par télécopieur. Celles-ci ne renferment habituellement que des changements mineurs touchant les renseignements, c'est-à-dire un nom de rue et numéro au lieu d'une case postale, etc. [E] *Québec:* When the Requesting Authority so requests, the ***CA of Quebec uses a fax to send the certification*** [...]. ***The original follows by regular mail. E-mail is not used*** because the return of service completed by a bailiff has never been prepared by this means, to the best of our knowledge. In principle, given sec. 2 of the *Act to establish the legal framework for information technologies,* R.S.Q., c. C-1.1, since the return is a document, it could be completed in any medium. Work is under way as a result of this legislation to eliminate the legal obstacles to the use of the new technologies in all the statutes of Quebec. However, [...] even if the legislation were neutral with respect to the medium for this kind of document, bailiffs could nevertheless continue to draft them on paper. *PEI*: see Rules of Civil Procedure. *Alberta:* ***Possibly by Fax, in emergent circumstances***, ***but not yet by E-mail.*** *Ontario*: ***If requested, we will fax the completed certificate of service to the applicant***. The hard copy follows by mail. We also on occasion, receive amended request forms by fax. These usually contain minor changes in information ie. a street name and number in place of a post office box, etc.	Canada
	E-mail is ***not*** used in these cases in practice. ***Fax*** is used only in ***urgent*** cases and then the original certificate of service is also forwarded by post.	Finlande, Lituanie
	We ***do not typically utilize fax or e-mail to send the certificate*** of due performance of service. However, when it has become apparent that postal channels will not get a certificate returned to the requesting authority ***prior to a scheduled hearing, or upon specific request, faxed copies of the certificate can be provided; the original certificate will also be returned by mail.***	Etats-Unis
	Il appartient aux parquets d'établir l'attestation de bonne exécution de la notification. En principe, cette attestation est transmise par voie postale mais ***il peut arriver qu'à la demande expresse d'un requérant, elle lui soit adressée par voie de télécopie***.	France
	A certificate can be ***faxed in emergencies.***	Pays-Bas
	No / Non *Chine (Hongkong)*: No. The Authority for the Convention in Hong Kong and the Court do not accept e-mail or fax of the certificate as sufficient evidence. For this reason we do not seek to do so in the reciprocal situation. *Japon:* The Central Authority in Japan cannot use e-mail or fax for the sending of the certificate of due performance of service because Japanese Code of Civil Procedure provides that the public official who has effected service shall	Bulgarie, Chine (Hongkong, Macao), Espagne, Japon, Koweït, Luxembourg, Pologne, Portugal

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	draft a document, which cannot be made by electrical means, containing the particulars relating to the service, and submit it to the court. We do not seek to do so at this point.	
	German courts do not ordinarily send documents via fax or email. The forwarding of requests for service to a foreign country via email is hindered by the fact alone that ***German and foreign Central Authorities do not usually have the digital signature*** that is required under European law, which is intended to ensure the authenticity of the document. In addition, in the electronic transmission of requests for service or certificates of due performance of service via email, on the one hand the document must be signed by the competent individual with the use of an electronic signature that qualifies as such under German signature law, and on the other hand it must be possible for certification agencies to determine and confirm whether the so-called public code is traceable to a particular person (public authority). So that this function between clients (here the Central Authorities) of differing certification agencies, co-ordination and technical measures are necessary. If the signatures are not compatible with one another, the addressee receives a signed message, whereby the identity of the sender cannot be definitively proven. Neither is the infrastructure of the German courts equipped to make use of this modern method of communication in terms of volume, nor are there any regulations on the global or European-wide use of signature procedures. Moreover, such cases would require the laborious scanning of the accompanying documents (e.g. letters by lawyers). ***If the foreign agency requests to have the certificate of due performance – usually comprising one page – sent to them via fax, not by mail, this is basically permissible and feasible***. However, in practice, foreign agencies especially do not waive additionally having the originals sent to them. Instead, deliveries via fax or email are only requested in addition to sending the originals – in part to participants in proceedings. Therefore, it is not part of the duties of the Central Authority of the competent authority of the State being requested to perform work which should be the responsibility of the requesting State. Furthermore, often an additional copy of the document to be served is sent back in the set of processed documents along with the certificate of due performance of service, so that it can better be determined which document was served. Since the document to be served is often quite voluminous, up to now it has not been particularly feasible to fax this document along with the certificate of due performance of service, or to scan it for use as an email attachment.	Allemagne
16.3.b. As requesting State, accept to receive cert. by e-mail or fax?	***Yes***, we could accept it provided that we are assured of its reliability.	Finlande, Lituanie
	[F] Québec : Une ***attestation peut actuellement parvenir aux parties intéressées par télécopie dans les conditions*** exposées aux articles précités du Code de proc. Civ.. En ce qui concerne le courrier électronique, une consultation avec tous les intervenants concernés serait nécessaire pour répondre à cette question ce que nous ne pouvons faire à l'intérieur des délais qui nous sont alloués pour répondre à ce questionnaire. Toutefois, la Loi concernant le cadre juridique des technologies de l'information, L.R.Q., c. C-1.1, permet d'établir la valeur juridique d'un document en fonction de son intégrité. [...] Lorsque l'intégrité d'un document est assurée, le document a la même valeur juridique que son équivalent fonctionnel sur support papier, dans la mesure où par ailleurs il respecte les mêmes règles de droit. Par ailleurs, aux termes de l'art. 5(3), le document dont le support ou la technologie ne permettent ni d'affirmer, ni de dénier que l'intégrité a été assurée peut, selon les circonstances être admis à titre de témoignage ou d'élément matériel de preuve et servir de commencement de preuve. Ainsi, la valeur juridique d'un tel document peut être reconnue, même si sa valeur probante peut être diminuée. Alberta : ***Peut-être par télécopieur, dans des circonstances à déterminer, mais pas encore par courriel.*** [E] Québec***:*** A ***certification may at present be forwarded to interested parties by fax subject to the conditions*** set out in the above-mentioned sections of the *Code of Civ. Proc.*. As far as e-mail is concerned, consultation with all the parties concerned would be required to answer this question, although we were unable to do this within the time allowed to respond to this questionnaire. However, the *Act to estbalish a legal framework for information technologies*, R.S.Q., c. C-1.1, makes it possible to determine the legal validity of a document on the	Canada

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	basis of its integrity. [...] When the integrity of a document is guaranteed, the document has the same legal validity as its functional equivalent on a paper medium to the extent that it otherwise complies with the same legal rules. Moreover, under the sec. 5(3), a document in a medium or technology concerning which it is not possible to affirm or to deny that the integrity of the document was assured may, depending on the circumstances, be admitted in testimony or as material evidence and serve as a starting point for the evidence. Thus, the legal value of such a document may be acknowledged even though its probative value may be reduced. Alberta : ***Possibly by Fax, in emergent circumstances, but not yet by E-mail***.	
	Dans la mesure où aucune forme particulière n'est prescrite, la production d'une attestation de la réception de l'acte transmise par télécopie ***pourrait être admise*** par une juridiction.	France
	Pour l'instant, non. Mais dans le futur cette méthode de transmission est envisageable à condition que l'identité et l'authentification de l'autorité expéditrice soient certaines (signature électronique).	Luxembourg
	There is insufficient developed case law to ascertain whether courts would accept e-mail or faxed certification of service. ***Without carefully considered safeguards and protocols, including, if necessary digital signatures, e-mail or fax may not provide sufficient self-authentication capabilities to be relied upon as evidence of service***.	Etats-Unis
	Non / No Allemagne : German agencies do not accept processed documents via email, since the ***authenticity of the document and the identity of the addressee can only be determined with difficulty***. Processed documents are also ordinarily not received by fax. Upon co-ordinating with the respective Central Authority, it is, however, conceivable in certain cases to at least send sets of documents to be processed via fax ahead of time, in order to speed up processing. However, the quality of the documents – which is often lacking – must be considered. Japon: We understand that the Convention does not admit certificate by electronic means because Art. 6(1) provides that the Central Authority of the State addressed shall complete a certificate in the form of the model annexed to the present Convention. Therefore we would not accept receipt by e-mail or fax of a certificate of service abroad under the present Convention.	Allemagne, Bulgarie, Japon, Koweït, Pologne, Portugal
	If expressly admitted by the Convention.	Espagne
16.4. Statutes/case law permitting or ruling out e-mail or fax in service procedures?	Requests for service which are received from a foreign country are processed as a rule under German law concerning service of process pursuant to Art. 5(1)(a). In this respect, the following can be said: Service of documents via fax or email is permissible if such service may be performed on the conditions of confirmation of receipt, i.e. to attorneys, notaries of public, officers of the court, tax consultants or other such individuals, who as a result of their occupation can be presumed to be reliable addressees, such as public authorities, corporations and institutions under public law. Service may also be performed on other parties to proceedings via email, if they have given their express consent to the delivery of electronic documents. For the confirmation of the service, the dated and signed confirmation of receipt by the addressee suffices, which is to be sent back to the court. Confirmation of receipt may be sent back in writing, or via fax or email.	Allemagne
	Québec : [...] Les textes législatifs mentionnés dans le présent questionnaire sont les seuls pertinents, à notre connaissance. De plus, suivant ***l'art. 74 de la Loi concernant le cadre juridique des technologies de l'information***, L.R.Q., c. C-1.1, «L'indication dans la loi de la possibilité d'utiliser un ou des modes de transmission comme l'envoi ou l'expédition d'un document par lettre, par messager, par câblogramme, par télégramme, par télécopieur, par voie télématique, informatique ou électronique, [...] d'une autre technologie de l'information n'empêche pas de recourir à un autre mode de transmission approprié au support du document, dans la mesure où la disposition législative n'impose pas un mode exclusif de transmission.» IPE : Voir les Rules of Civil Procedure. Alberta : La signification ne peut se faire par ces moyens que si une loi ou une ordonnance judiciaire l'autorise ou si	Canada

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	les parties ont convenu de cette forme de signification par contrat et jamais lorsque la signification se rattache à des instances judiciaires. Les Rules of Court s'appliquent dans ce dernier cas. *Québec*: [...] The legislation referred to in this questionnaire is the only relevant legislation of which we are aware. Furthermore, according to ***sec. 74 of the Act to establish a legal framework for information technologies***, R.S.Q., c. C-1.1, "A reference in the law to the possibility of using one or more specific means of transmission such as sending by mail, by messenger, by cablegram or telegram, by fax, by telematic, computerized or electronic means, [...] or any other information technology, does not preclude the use of another means of transmission appropriate to the medium of the document to be sent, provided the legislative provision does not require the exclusive use of a specific means of transmission." *PEI* : See Rules of Civil Procedure. *Alberta* : Service may only be accomplished by these means where there is statutory authority, a court order permitting it or where the parties have agreed to that form of service by contract, and never where the service is connected to legal proceedings. In Alberta, the Rules of Court apply to the latter.	
	The Rules of the High Court governing service of originating process and service of foreign process are specified in Order ***10 and Order 69 of the Rules of the High Court, Chapter 4A of the Laws of Hong Kong***. The current rules do not contemplate the service of process, either local or foreign, by electronic means unless this is permissible pursuant to the terms of a contract or otherwise agreed by the parties. The statute of Hong Kong is available on line free of charge at http://www.justice.gov.hk/Home.htm. (Please also refer to Answer to Question 16.6.)	Chine (Hongkong)
	E-mail or fax may be used for the transmission of certain documents between the lawyers of the parties in domestic procedures.	Portugal
	Aucun texte juridique n'autorise l'utilisation de télécopie ou courriel dans les procédures de signification ou de signification. Pas plus, ***il n'y a de jurisprudence*** pour admettre ces formes de transmissions. La position des tribunaux sur cette question est, en effet, très restrictive. ***Quelques rares décisions ont admis qu'une déclaration d'appel puisse être formalisée par voie de télécopie***, « à condition que la remise soit effectivement constatée le jour même par le greffe qui l'a reçue en dépôt, la date de l'accusé de réception mentionnée par l'appareil sur le document télécopié ne pouvant suppléer la constatation personnelle du greffier » (Cour d'appel de DOUAI - 26 janvier 2000).	France
	There is no case-law on this matter. The only provision of internal legislation ruling out the use of electronic means for service of documents is the mentioned article 162 of the Civil Procedural Law.	Espagne
	Article 33 Dutch Code of Civil Procedure . This provision builds on previous case law.	Pays-Bas
	Article 117 of the Code of Civil Procedure of the Republic of Lithuania establishes that: "The procedural documents of the court are served by means of post, by bailiffs, couriers and by other means established in this Code and in cases foreseen in laws, regulations or administrative provisions the procedural documents may be served by means of telecommunication equipment. Procedural documents may be served ***by means of telecommunication equipment only if there is consent of the party involved in the case***. If the person involved in the case agrees, the court may issue him the procedural document for the purpose that he would serve it to the addressee".	Lituanie
	In general, the Polish Code of Civil Procedure seems to rule out the use of e-mail or fax in service procedures (Art. 131(1), Art. 142(1)). However there is one quite wide exception when service by e-mail or fax is permitted. Under ***Article 472, paragraph 1 and 2 of The Polish Code of Civil Procedure***, in cases in the field of labour law as well as of social insurance, the court may summon parties, witnesses, experts and other persons in the manner which it regards most purposeful, even omitting the manners provided for by general provisions, if the court deems that ***necessary to expedite*** the examination of the case. This shall also cover service and orders aimed at the preparation of the hearing, particularly the demands to present personal dossiers and other documents indispensable for deciding the case. The summons and service performed in the above manner has the effects as	Pologne

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	provided in the code if it is beyond any doubt that it has been brought to the knowledge of the addressee.	
16.5. Use of e-mail or fax subject to specif. security req.?	***No / Non***	Canada (IPE Alberta), Koweït, Pays-Bas, Pologne, Lituanie (see full reply)
	Not applicable since service by e-mail or fax is not allowed in Hong Kong. If the parties to a contract agrees to accept service by electronic means, the security requirements, if any, should also be specified in the contract.	Chine (Hongkong)
	Yes, within five days from the date of communication a paper or digital copy of the documents sent must be delivered to the Court and the email must be ***digitally signed***.	Portugal
	The transmission via fax should be delivered with the ***indication "service by confirmation of receipt"*** and provide the name of the sending agency, name and address of the service addressee and the name of the judicial officers who had the document served. A delivery of this kind is ***often seen in practice as too complicated***. For the delivery via email, the document must include an ***electronic signature***. German signature law provides for different kinds of signatures; the choice in individual cases is left up to the officer entrusted with the service and is based on whether the signature is only supposed to evidence the authenticity of the sender (this suffices e.g. for summonses to appear) or whether it is also supposed to ensure that the content of the declaration was not unknowingly changed during the transfer process (e.g. written observations). In order to ensure the confidentiality of the transfer and the protection of the data contained therein, the electronic document must also be secured in an appropriate manner against unauthorised knowledge by third parties. The following applies to confirmation of receipt: For a transfer via fax, instead of the addressee's signature, a copy thereof suffices. If the confirmation of receipt is sent as an electronic document, it must include an electronic signature (qualified form).	Allemagne
	[F] En ce qui concerne ***le courrier électronique***, la *Loi* [précitée], L.R.Q., c. C-1.1, prévoit, à l'art. 6 que, pour l'appréciation de l'intégrité d'un document, le juge devra tenir compte des mesures de sécurité prises pour protéger le document au cours de son cycle de vie. Il appartient donc aux usagers de déterminer quelles mesures de sécurité ils prendront. Pour favoriser l'harmonisation, tant au plan national qu'international, des procédés, des systèmes, des normes et des standards techniques mis en place pour la réalisation des objets de la loi, un comité multidisciplinaire (comité d'harmonisation des systèmes et des normes) a été constitué. Ce comité a notamment pour mission d'examiner les moyens susceptibles de garantir l'intégrité d'un document technologique par des mesures de sécurité physiques, logiques ou opérationnelles ainsi que par des mesures de gestion documentaire adéquates pour en assurer l'intégrité au cours de tout son cycle de vie. En ce qui concerne ***la télécopie***, le *Code de proc. civ.* prévoit en outre des art. précédemment mentionnés que : La preuve d'une signification par télécopieur peut être établie au moyen du bordereau de transmission ou, à défaut, d'un affidavit de la personne qui l'a effectuée (art. 146.0.1. C.p.c.) ; Et qu'un acte de procédure, une pièce ou un autre document, signifié par télécopieur est accompagné d'un bordereau de transmission indiquant: *a)* le nom, l'adresse et le numéro de téléphone de l'expéditeur; *b)* le nom de l'avocat à qui la signification est effectuée et le numéro du télécopieur récepteur; *c)* la date et l'heure de la transmission; *d)* le nombre total de pages transmises, y compris le bordereau de transmission; *e)* le numéro du télécopieur utilisé pour l'envoi du document; *f)* la nature du document. (art. 146.0.2. C.p.c.). [E] As far as ***e-mail*** is concerned, the *Act* [aforementioned], R.S.Q., c. C-1.1, provides in section 6 that in order for the integrity of a document to be verified, a judge must take into account the security measures taken to protect the document during its life cycle. It is accordingly the responsibility of the users to determine which security measures they will take. In the interests of greater harmonization on the national and the international levels of procedures, systems, norms and technical standards put in place to achieve the purposes of the Act, a multidisciplinary committee (systems and standards harmonization committee) has been created. Part of the mission of this committee is to examine the means of ensuring the integrity of a technology-based document through physical, logical or operational measures as well as through adequate document management measures to ensure the	Canada (Québec)

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	integrity of the document throughout its life cycle. As far as ***faxes*** are concerned, the *Code of Civ. Proc.* provides in addition to the sect. referred to above that: Evidence of service by fax may be established by means of a transmission slip or, failing this, by an affidavit by the person sending the fax (art. 146.0.1. C.C.P.); It also provides that an act of procedure, exhibit or other document served by fax is accompanied by a transmission slip indicating: (*a)* the name, address and telephone number of the person sending it; (*b)* the name of the lawyer on whom it is served and the number of the receiving fax; (*c)* the date and time of transmission; (*d)* the total number of pages sent, including the transmission slip; (*e)* the number of the fax used to send the document; (*f)* the nature of the document (art. 146.0.2. C.C.P.).	
	Because e-mail and fax generally are not currently recognized as effective for service of process (other than for subsequent papers in the context of an existing electronic filing system in a federal or state court) they are not subject to any existing security requirements. Within the context of a case pending in a jurisdiction in the United States that uses an electronic filing system for the filing of papers after the case has been initiated, the electronic service of any paper and the filing of such documents with the court ***must be made in accordance with the rigorous security and other technical and procedural protocols established under the particular court's procedures***.	Etats-Unis
	L'utilisation du courrier électronique ou de la télécopie présente tout ***à la fois des avantages, et de sérieux inconvénients***. Au rang des avantages, on peut signaler une ***rapidité*** indéniable, par rapport aux transmissions par voie postale. Au rang des inconvénients, on observera que tant la télécopie que le courrier électronique peuvent ***parvenir à leur destinataire, sans que ce dernier reçoive l'intégralité du message***. Chacun a pu ainsi constater dans son usage quotidien, qu'il reçoit des e-mails avec des pièces jointes qui sont illisibles, ou plus rarement des messages qui ne lui parviennent pas. Quant à la télécopie, là encore, chacun peut constater quotidiennement qu'il reçoit des télécopies incomplètes. Ces inconvénients techniques se doublent d'un blocage majeur, en ce que ces procédés supposent que le destinataire laisse son télécopieur en fonctionnement, ou relève son courrier électronique. Il faut bien constater que ce n'est pas le cas pour tous les individus personne physique, ou même les personnes morales. L'acheminement des documents par télécopie ou par courrier électronique ***ne permet pas d'identifier avec précision le nom de la personne qui a reçu le document***, ce dernier pouvant être relevé par une tierce personne. Sans que ce point soit bloquant, il convient de constater qu'il est une source d'insécurité juridique, et de conflit quant à la réalité de la réception par le destinataire lui-même. Enfin, au rang des inconvénients, nombreux sont les citoyens, voire même les personnes morales qui ***ne disposent pas d'un télécopieur, ou même d'une adresse e-mail***. Aussi, à la lumière de ces constatations, l'UIHJ considère qu'il convient de ne ***pas écarter le principe d'une transmission des documents, par télécopie ou courrier électronique***. L'UIHJ considère que l'utilisation de la ***signification électronique est un moyen séduisant dont on peut rêver***. Mais, il faut bien en convenir, aujourd'hui nul n'est en mesure d'en garantir une application générale car les structures d'accueil n'existent pas, commencer par les ***[Autorités] centrales, dont beaucoup souffrent d'un déficit d'équipement technologique***. En outre sur le plan juridique les difficultés paraissent encore plus aiguës qu'en matière de double date ou de traduction. En revanche, il serait ***souhaitable pour ceux disposant des équipements adéquats de mettre en place un procédé visant à instaurer la signification électronique là ou le destinataire d'un acte n'a lui-même, d'autre adresse qu'une adresse électronique***. Au plan pratique la mise en œuvre, selon le dispositif préconisé par le projet de la Conférence (signification électronique réservée aux avocats et aux destinataires gouvernementaux) [sic], serait source de discrimination, de complication et d'aggravation des frais. Le procédé serait discriminatoire en ce qu'il introduirait un mode supplémentaire de signification basé sur une notion sélective : l'équipement technologique des agents chargés de la notification et des destinataires des actes. Ces équipements sont onéreux et très inégaux suivant les Etats. L'introduction d'une telle mesure renforcerait entre les pays développés et ceux très en retard, ce qui diviserait encore l'intérêt de la Convention entre les Etats qui auraient accès à ces équipements et ceux qui ne pourraient s'en doter. Dans une	UIHJ

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	perspective différente on peut imaginer les complications, source de lenteur, qui résulteraient des démarches à accomplir par l'huissier de justice, ou son équivalent, avant de parvenir à prendre langue avec l'interlocuteur idoine, surtout lorsqu'il s'agira d'un « destinataire gouvernemental ». De surcroît, il sera impossible de cerner la réelle personnalité juridique du correspondant notamment lorsqu'il sera joint par téléphone (ce qui sera le cas le plus fréquent). Il faudra craindre, dans la démarche visant à localiser le responsable habile à donner ou à refuser son accord pour la signification électronique par l'huissier de justice, de fournir une avalanche d'explications, en limite de rupture, d'ailleurs, avec les règles du secret, car dans une administration il est impossible d'accéder à un responsable sans faire connaître les raisons profondes qui motivent cette demande ! Parmi les autres réserves on ne manquera pas de souligner combien la solution qui consiste à laisser le choix de la signification au libre arbitre du destinataire est inopportune et de nature à susciter quelques turpitudes procédurales de la part de certains plaideurs à l'esprit pervers ! Par ailleurs, que faire si le destinataire n'ouvre pas sa boite ? ***Au plan du droit judiciaire, la signification électronique serait en inadéquation avec les contraintes qui pèsent sur l'huissier de justice lorsque celui-ci doit rappeler verbalement un certain nombre de textes lors de la remise de l'acte (c'est notamment le cas de la France)***. La signification électronique de l'acte introductif priverait le juge de toute possibilité de renseignements sur les conditions de remise de l'acte au destinataire. Nous savons que cette information est capitale, notamment en cas de non comparution du requis, et sur les conséquences qu'engendrent un jugement de défaut au moment de son exécution. D'ailleurs, s'agissant de l'exécution, on se demande bien comment on pourra résoudre l'énigme posée par un jugement condamnant une partie assignée par la voie électronique à l'adresse d'un cabinet d'avocats ?(dont le client peut en changer en cours de procédure). Reste les frais qui pourraient s'aggraver et se chiffrer par centaines de $ ou de € suivant l'importance des démarches préalables à la signification, que l'agent significateur aura du entreprendre. Aux USA toute recherche ou démarche sommaire effectuée dans le cadre d'une signification est fixée par la Sté PFI à 150 $ (minimum). En définitive la technique de signification électronique n'est pas suffisamment maîtrisée et son usage susceptible d'être trop peu répandu pour être aujourd'hui institutionnalisée. Les buts poursuivis, en terme de rapidité, efficacité et moindre coût se traduiraient par des effets contraires à ceux recherchés. ***Toutefois la transmission des actes par voie électronique, en direction de l'huissier de justice, est un dispositif qu'il convient de privilégier et de développer car, finalement, ce qui pêche dans l'art d'assurer une signification de qualité, c'est moins le délai de signification de l'huissier de justice vers le destinataire (au Benelux et en France cette formalité peut-être accomplie -si besoin est –sur le champ) que le délai de transmission de l'autorité centrale vers l'agent chargé de la notification. C'est donc –au sens de l'UIHJ- la transmission qu'il importe avant tout d'améliorer.***	
16.6. Contractual clauses on electr. service?	***Not valid*** / ***pas valable***.	Bulgarie, Chine (Macao), Finlande, Japon, Koweït, Lituanie, Luxembourg (see full reply), Pays-Bas, Portugal, Suisse
	Not used in practice.	Chine, Pologne
	An agreement between the parties does not in itself lead to the validity of service via email: It depends upon whether the court has been provided with the parties' express consent to the delivery of electronic documents. If the parties are being represented by legal counsel, such legal counsel can be served on condition of confirmation of receipt and thus via email, without the necessity of a special agreement.	Allemagne
	Order 10, Rule 3 of the Rules of the High Court expressly provides that parties to a contract may specify the manner in which service may be performed. This method of service is sometimes used in practice. Under the common law, the parties may other wise agree to a special mode of service in place of that provided by the court rules.	Chine (Hongkong)

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		Yes, but judicial documents are issued in the name of the Courts Service (which is not a party to the contract) and all litigation documents after the writ are served in accordance with the Rules of Court (physical delivery) or pursuant to Court Order (up to and including the use of CD-ROM).	Irlande
		Oui, sauf si l'acte en question se rattache au lancement ou à l'exécution d'instances judiciaires***.***	Canada (Alberta)
		Such agreements would be privately negotiated and are therefore beyond our knowledge. ***Ordinarily, a domestic court would honor a consensual agreement regarding an agreed upon means for receipt of the service of documents***.	Etats-Unis
17.	**Model forms**		
17.1.	To be revised?	A column in the request for service could be provided, in which the [forwarding authority] may note explicitly that the ***person understands the language*** in which the documents for service have been drawn up.	Bulgarie
		[F] *Québec :* ***Oui***. Premièrement, l'expression "Done at" à la première page de la version anglaise du formulaire pose souvent des problèmes. Il nous est demandé ce qu'elle signifie. Il y aurait peut-être lieu d'indiquer entre parenthèses «adresse géographique» de manière à révéler l'information recherchée. Deuxièmement, à la première page, sous les deux carrés d'identification, nous retrouvons le texte suivant : **"**L'Autorité expéditrice soussignée a l'honneur de faire parvenir - en double exemplaire – [...] savoir: (Identité et adresse)". Ce texte porte souvent à confusion parce qu'il est très long. Là encore il nous est souvent demandé ce que l'on doit inscrire. Puisqu'il s'agit de l'identité et de l'adresse du destinataire, l'on pourrait ajouter un troisième carré d'identification ou faire ressortir cette information de toute autre manière plus évidente qu'actuellement. Enfin, nous suggérons qu'au début de la page de l'Attestation, sous le titre, soit indiqué l'identité du destinataire. Cette information serait très utile pour lier la demande à l'Attestation et nous informerait du destinataire ultime lorsqu'il s'agit d'une corporation et que le document est laissé à un employé de cette compagnie. *Alberta* : Nous pensons que les formules, dans leur forme actuelle, sont bien. Le seul changement que nous suggérerions est de tracer une ligne pour que l'endroit où l'agent chargé de la signification doit signer son nom soit évident. On devrait aussi leur demander d'inscrire leur nom en lettres moulées en dessous. La mention « Fait à…, le … » sur le procès-verbal devrait être plus claire, pour indiquer l'endroit et la date. [E] *Québec*: ***Yes***. First, the expression, "Done at" on the first page of the English version of the form often causes problems. We are asked what it means. "Geographic address" should perhaps be included in inverted commas to indicate the information sought. Second, on the first page, under the two identifying boxes, we find the following wording: "L'Autorité expéditrice soussignée a l'honneur de faire parvenir - en double exemplaire – [...] savoir: (Identité et adresse)". This wording often causes confusion because it is very long. Here again, we are often asked what should be entered here. Because the identity and address of the recipient are sought, a third identifying box could be added or this information should be indicated in some other way that is more obvious than the current method. Finally, we suggest that at the beginning of the Certification page, the identity of the recipient should be indicated under the title. This information would be very useful to link the request to the certification and would indicate to us the ultimate recipient when the recipient is a corporation and the document is left with an employee of the company. *Alberta :* I think the forms, in their present form, work well. The only change I could suggest is to make a line so that it is obvious where the serving officer should sign his/her name. They should also be asked to print their name below. The "Done at ..., the .." on the Certificate should be made clearer, to indicate location and date.	Canada
		Yes, in the following respects: a) The ***spacing*** is poor in all Model Forms. Blank (underlined) parts are inappropriately sized and should be made larger (on both sides of the form). b) ***Delete the standalone sentence in the Certificate Form*** (as to the delivery of documents) between the alternative forms at sections 1 and 2. The sentence appears to duplicate the 'service' confirmation at 1.	Irlande

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	c) The ***asterisk which denote that a part is to be deleted in all Model Forms should be replaced***. For instance in the Certificate Form, it should be made clearer that one must be selected as a preferred method and that the other methods should be crossed out. In the "Summary of the Document to be served" Form and the Request Form, it should be made clearer that certain parts must be deleted if inappropriate to that particular request. d) The reference to ***"document"*** in the Request Form should refer to ***"document(s)"*** as it may be the case where the Request is to serve more than one document. e) Similarly in the Certificate Form the references to "document" on line 1 in section 1 and line 1 in section 2 should refer to "document(s)" as it may be the case where the Request is to serve more than one document. Note that in section (c) the reference is to "documents". Therefore, consistency is required.	
	Yes, we consider that the model forms especially "Request for service abroad of judicial and extrajudicial documents" should be revised. The following information could be changed or added: 1. in the box "Identity and address of the applicant" ***the word "applicant" could be changed into the word "requesting authority"***. That would make the situation clearer for the courts. 2. the segment could be added on the signature of the addressee.	Lituanie
	Yes, the model forms ought to be revised.	Ukraine
	Une révision des modèles nous paraît ***nécessaire***. Un allègement des modèles existants serait indispensable, en adoptant le document décrit au point 9.3.	UIHJ
	For the time being I do not see any problem necessitating revision apart from those contemplated by the paper (Preliminary Document No. 1).	Chine (Honkong)
	The model should comprise the ***contact details of the sender*** at the very least, ***including fax number, e-mail address and telephone number***. It would also be advisable to ***exclude hand-written forms***, for the sake of legibility. In practice, forms that have not been fully completed would seem to be a problem.	Pays-Bas
	Yes, information for the addressee, such as the amount due, the place and period for payment, the manner in which a defence may be exercised and the consequences for the defendant of failure to enter a defence should be considered in the model forms	Portugal
	The need for simplicity must always be taken into account. It should also be taken into account that the model form is mainly intended for the judicial authorities of the requested State, as the addressee will be served with a document that, in principle, should contain all the necessary and relevant information to him.	Chine (Macao)
	We don't have any information that they are widely used. We have no objection to a discussion on this issue.	Etats-Unis
	Non / No <u>*Allemagne:*</u> […] On the form to be used for the submission of a request of service, ***the manner of service is to be indicated by striking out the undesired manners of service***. In our experience, however, it is often the case that none of the variations of service listed are stricken out on requests for service. This is ultimately not a problem, since, if there is any doubt, the manner of service which requires the willingness on the part of the addressee to accept service is considered to be requested (Art. 5(2)). Furthermore, the column on the request form entitled "List of documents" is occasionally misinterpreted. To this extent, it would be helpful if there was a general knowledge of the fact that ***only those documents are to be listed there which are to be served*** (e.g.: "List of documents to be served to the recipient"). <u>*Koweït:*</u> No need for any amendments as they include all necessary basic data.	Allemagne, Bélarus, Chine, Espagne, Finlande, France, Italie, Koweït, Rép. Slovaque, Suède, Suisse
17.2. Specific info for addressee (*e.g.*, amount due, modalit. for payment)?	***Non / No*** <u>*Allemagne :*</u> […]. These issues differ according to national law. They are also matters which are unrelated to the service itself and concern the court proceeding in general. Information of this kind can be attached to the document	Allemagne, Bulgarie, Chine, Espagne, Finlande (v. rép. Complète), France,

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	to be served. The recipient will more than likely read this more carefully than the form itself, which is mainly of interest to the Central Authority. Ultimately, information of this kind would better be included in a transnational order for payment procedure than in service of process procedures. *France :* En droit interne français, pour la plupart, les mentions dont l'ajout est proposé doivent déjà figurer sur l'acte. Leur reproduction sur le formulaire n'apporterait qu'une tâche supplémentaire. *Koweït :* No need for such amendments as they are far from the purpose and design of Requests Forms. *Pays-Bas* : This information is of particular importance to the addressee and not to the Central Authority. Therefore it does not need to be included in the standard form. It would be useful if it were included in the summary. Completing the summary correctly and in full is a point for improvement.	Koweït, Pays-Bas, Pologne, Rép. Slovaque, Suède, Suisse
	No, but consideration should be given to the introduction of a ***requirement to supplement the "Summary of the Document to be served" Form with a brief description of the procedure*** in relation to the litigation in question i.e.: a) if the addressee wishes to defend; b) in default of an appearance; c) or where such information may be accessed, for instance on the website of court service of the country in question.	Irlande
	Il conviendrait, en vue de sauvegarder les droits de la défense, d'***ajouter des informations concernant les conséquences procédurales pour le défendeur en l'absence de toute défense*** de sa part . Pour le reste, le formulaire concerne les formalités de transmission de l'acte, les informations concernant la demande étant contenues dans l'acte.	Luxembourg
	Could be contemplated.	Lituanie
	We have no objection to this, but are not familiar with the use of this information.	Etats-Unis
	Yes, we think so.	Portugal, Ukraine
	[F] Québec : Nous croyons qu'il serait très ***utile d'indiquer la manière de se défendre et les conséquences en l'absence de défense.*** N'y aurait-il pas lieu de modifier la page Éléments essentiels de l'acte pour y inclure ces informations ? IPE : ***Oui.*** Alberta : Il faudrait que les renseignements à l'intention du destinataire soient inscrits individuellement par chaque autorité centrale. Il serait ***impossible d'avoir une formule universelle*** indiquant le montant dû, le lieu et le délai de paiement, etc. On ne sais pas ce qu'on entend par « la façon dont une défense peut être présentée ». Toute personne qui reçoit des actes juridiques devrait communiquer avec son avocat. [E] Québec: We feel that it would be ***very useful to indicate how a party may defend him- or herself and the consequences of failure to do so.*** Should the Essential Elements of the document page not be changed to include this information? PEI: ***Yes***. Alberta: Information for the addressee would have to be done individually by each Central Authority. You could ***not possibly have a Universal*** form outlining amount due, place and period for payment etc. We do not know what "the manner in which a defence may be exercised" means. Any party receiving legal documents should contact their own lawyer.	Canada
	It will be most helpful if such information is added making it in line with our domestic law.	Chine (Hongkong)
	Les informations essentielles doivent être requises dans le modèle. Si le montant dû ne nous semble pas nécessaire, les points portant sur les critères du procès équitable doivent nécessairement prévaloir.	UIHJ
17.3. Specific box for description of competence of forw. Authority?	***Yes / Oui***	Chine (Hongkong), Chine (Macao), Japon, Lituanie, Pays-Bas, Pologne, Ukraine
	[F] *Québec :* Le problème ne s'est pas beaucoup posé en pratique, hormis le cas des "process servers" américains. Il ***n'est peut-être pas opportun de modifier la formule*** pour solutionner cette difficulté qui se présente en	Canada

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	pratique somme toute rarement. [...] il serait beaucoup plus utile que le site Internet relativement à cette information pour chaque État soit disponible et mis à jour régulièrement. *IPE* : ***Oui***. *Ontario* : Il serait ***utile*** qu'on trouve dans la Demande un endroit et une formulation où le demandeur déclare être une « autorité compétente ». Aux États-Unis, « l'autorité compétente » varie selon la législation de l'État. [E] *Québec*: The problem has not arisen very much in practice outside the cases of American "process servers". It may ***not be appropriate to change the form*** to resolve this problem, which arises only very rarely in the final analysis. [...] we would find it more appropriate if the Website concerning this information for each State were available and updated regularly. *PEI:* ***Yes.*** *Ontario*: It would be ***useful*** if the Request Form had a specific place and wording in which the applicant declared they were a "competent authority." In United States, the "competent authority" varies according to State law.	
	While ***such declaration is not viewed as necessary with regard to an incoming service request***, we note that some States have questioned the competence of attorneys within the U.S. to forward service requests abroad. While many American attorneys attempt to avoid these difficulties by citing to the applicable law or court rules that authorize them to forward service, ***this suggestion would be welcome to the extent it facilitates the effectuating of outgoing service requests*** from these and other competent parties.	Etats-Unis
	L'explication portant sur ce point et la suggestion proposée trouvent parfaitement leur place dans le document explicité au point 9.3.	UIHJ
	No / Non *Allemagne :* An amendment of the request form is not necessary to the extent that the individual forwarding the request should ensure their competency to do so. If private parties are authorised to perform the transmission of documents, e.g. U.S. attorneys, this is ordinarily already ascertainable from the information provided on the form (assurances). *Chine*: It is not necessary. Since in most of the contracting States the requests are made by a judge or an inquisitor or the Central Authority, they only need to inform the HCCH of the list of the officers entitled to submit the request, then the HCCH publishes the list on its website and the problem raised could be solved. While in some other States if not all the above-mentioned officers are entitled to make request according to their domestic laws, we think the best way to resolve this problem is to allow the contracting States to require the applicant to attach a certificate of authorization when they submit a request. *France :* Une modification de la formule de demande en ce sens qu'elle comporterait un emplacement pour prévoir une description et une déclaration de capacité et de compétence de l'autorité expéditrice ne serait pas forcément utile. En outre, l'existence de telles rubriques entraînerait une *charge supplémentaire* de travail notamment pour des autorités dont la capacité et la compétence sont parfaitement connues et ne dispenserait pas, en cas de doute, de procéder à des vérifications.	Allemagne, Bulgarie, Finlande, France, Koweït, Luxembourg, Portugal, Suède
	We do not consider it necessary. It might be also ***dangerous***: leading to some scrutiny by the requested authority into the "competence" of the requesting authority which is not warranted by the Convention. The competence of the requesting authority is under the control of the forum and should service have been requested by an "incompetent" authority, the consequences should be taken into account by the forum.	Rép. Slovaque
	In principle, such an amendment does ***not seem necessary***. The forwarding authority is presumed capable to issue the request, unless there are reasons to believe otherwise.	Espagne
	Pourquoi pas.	Suisse
17.4. Amendments to be adopted by Recommendation?	***Yes / Oui***	Bulgarie, Canada (Québec, IPE), Chine (Hongkong), Espagne,

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Recommendation?		Etats-Unis, Finlande, France, Lituanie, Luxembourg, Pays-Bas, Portugal, Rép. Slovaque, Suède, Suisse, Ukraine
	The final solution should take into account the kind of amendments that are going to be made. If they are only small amendments, most probably, a recommendation would be the proper way of doing them. On the other hand, if significant changes are to be introduced, the solution cannot be the adoption of a simple recommendation.	Chine (Macao)
	Any amendment to the forms without an amendment of the Convention is objected to. The introduction of new forms solely by way of a Recommendation of the Special Commission would ***lack legal assurance and legal authority***. In such case it would be feared that foreign agencies would either no longer accept such forms, or, conversely, that they would legally require their use. This would lead to difficulties and delays in mutual legal assistance.	Allemagne
	No, this solution does not seem appropriate to us because it might raise practical difficulties.	Japon
	Si la Recommandation est effectivement plus facile à mettre en place, la modification de la Convention nous paraît souhaitable en terme d'efficacité dans l'interprétation d'un document tel que défini au point 9.3. Ceci aurait l'avantage d'imposer l'application et l'utilisation de ce document par l'ensemble des pays membres et de ne pas laisser à chacun d'eux l'opportunité ou non d'en faire application.	UIHJ
17.5. Electr. version?	***Yes / Oui*** *Canada*: **[F]** *Québec* : Toutefois, les formules modèles existent déjà sur support technologique au Québec et seront disponibles bientôt sur le site Internet du ministère de la Justice à www.justice.gouv.qc.ca. *Alberta* : L'accès à une version électronique des formules types serait extrêment utile. On me demande très, très souvent de télécopier des formules. Une transmission électronique fournirait définitivement une copie plus claire. / **[E]** *Québec:* However, the standard forms already exist in technological media in Quebec and will soon be available on the Website of the Department of Justice at www.justice.gouv.qc.ca. *Alberta*: Access to an electronic version of the model forms would be extremely useful. I have had many, many requests to fax forms. Electronic transmission would definitely provide a clearer copy. *Chine (Macao)* : Yes, it would be useful as it could contribute to accelerate the domestic procedure for adoption of legislation on the use of electronic means. *Koweït*: Yes, they will be useful when request could be executed via internet in the future. *Suisse* : Sur le site Internet de l'off. féd. de la justice suisse, on trouve déjà la formule pour la requête en plusieurs langues (allemand, français, italien, espagnol) ainsi que la formule d'attestation.	Allemagne, Canada, Chine, Chine (Hongkong, Macao), Espagne, Etats-Unis, Finlande, France, Japon, Koweït, Lituanie, Luxembourg, Pays-Bas, Portugal, Suède, Suisse
	We consider that at a certain moment in the future it will be necessary for all the countries under the Convention, but for the time being it will be useful for the countries that receive forwarding and service by e-mail.	Bulgarie
	It would depend on the technical conditions for its use.	Rép. Slovaque
	Il n'est pas inutile de réfléchir à la mise en place d'une version électronique de ce document ***sous réserve que les garanties essentielles soient préservées*** (authenticité du document, preuve de la restitution du message, contrôle par une autorité compétente, notamment).	UIHJ

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	Non.	Italie
18. Reservation and reciprocity	The United States follows a liberal policy with regard to the service of foreign judicial process within this country***. It does not assert reciprocity*** with regard to the use of postal channels or other authorized formal and informal means for service.	Etats-Unis
18.1. Do States not opposing postal channels assert reciprocity against States opposing this mode?	We do not oppose direct service through postal or consular channels and ***we do not assert reciprocity*** against states that have so. In other words, we accept direct service from opposing States too.	Canada (Alberta), Chine (Hongkong), Danemark, Finlande, France, Japon (mais voir 11.2), Pays-Bas, Portugal, Suède
	There is no information concerning assertion of reciprocity against Contracting States having opposed to this transmission method. The issue would only arise in case this particular form of service would be questioned before a Court, and it has not been the case so far.	Espagne
	L'Italie ne s'oppose pas à la notification directe par courrier (art. 10(a)); mais il conviendrait d'invoquer la réciprocité avec le pays contractant. Cette modalité est particulièrement utile lorsqu'il y a des exigences de rapidité de notification de l'acte. Il en va de même pour la transmission par voie consulaire (art.8).	Italie
	La condition de réciprocité est ***envisageable***.	Luxembourg
18.2. Do States not opposing cons. channels assert reciprocity against States opposing this mode?	We do not oppose direct service through postal or consular channels and we do not assert reciprocity against states that have so. In other words, we accept direct service from opposing States too.	Finlande, Japon, Pays-Bas, Suède
	Transmission through German consular channels abroad acting with their own competency is performed according to the principle of reciprocity.	Allemagne
	Portugal has declared its opposition to this transmission method unless the document is to be served upon a national of the requiring State.	Portugal
	These questions are not applicable to Slovakia, since we entered objections on both Articles. ***Slovakia has received a number of replies from non-objecting States that they would not invoke reciprocity against Slovakia.***	Rép. Slovaque
19. Bilateral and multilateral agreements (Art. 25)		
19.1. List of agreem.	*See the full replies on the Conference's website* *Voir les réponses complètes sur le site Internet de la Conférence*	
19.2. Hague Conv. / Interamerican Conv.	Spain is a Party to both Conventions (the 65 Convention and the Panama Convention). In our relations with countries, which are also a Party to both Conventions (namely, Argentina or Venezuela), ***The Hague Convention is preferred*** as regards service of documents.	Espagne
	The provisions of the Inter-American Convention are not exclusive and, therefore, service between countries that are signatories to both agreements can be made under either. Some difficulties in obtaining compliance with	Etats-Unis

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	the procedures established under the Hague Convention have arisen with a few countries that are signatories to both agreements, such as Mexico and other countries. Despite being signatories to the Hague Convention, courts within those countries have not recognized service of process requests under the Hague Articles, and instead, require that the protocols established under the Inter-American Convention be utilized in all cases.	
19.3. Hague Conv. / EU Service Reg.	The EU Service Regulation No. 1348/2000 prevails over Article 20(1) of the Convention in its scope of application. This has ***not given rise to any particular problems***. In so far as, in certain cases, requests are received by Germany from EU Member States other than Denmark, these are ***generally sent back uncompleted with the indication of the possibility of submission of a new request pursuant to the EU Service Regulation***.	Allemagne
	Well. In practice, there have instances where the Convention has been applied albeit by mistake by judicial authorities in some EU Member States.	Portugal
	The Hague Convention is no longer applied among the States bound by the EU Regulation / *La Convention de La Haye n'est plus appliquée dans les relation entre les Etats liés par le Règlement européen.*	Finlande, France, Espagne, Suède
	Le Règlement prévaut sur la Convention. En ***pratique***, l'utilisation des deux instruments fonctionne très bien. Depuis l'entrée en vigueur dudit Règlement, les demandes en provenance des Etats membres de l'Union européenne introduites sur base de la Convention sont, sauf urgence, renvoyées à l'expéditeur en lui demandant de se conformer au Règlement précité.	Luxembourg
	No comment except to say that in practice, if the Irish Department of Foreign Affairs receives a request to serve documents via the diplomatic channel from an EU Member State (except Denmark) it will return the documents and request that they be submitted directly to the Irish Central Authority in accordance with the Council Regulation which obliges in Article 4 thereof that the request be transmitted directly and as soon as possible between the agencies designated.	Irlande
	The Council Regulation takes precedence over the Hague Convention. The Central Authority granted the Parties concerned a "grace period" during which documents were sent to The Royal Dutch Organisation of Court Bailiffs. Documents were also returned with a reference to the Convention.	Pays-Bas
	La Convention de La Haye et le Règlement sont deux instruments autonomes mais ayant un objectif commun : faciliter et améliorer la transmission et la signification ou la notification des actes judiciaires et extrajudiciaires dans le domaine international. L'article 20.1 du Règlement dispose que le règlement prévaut, pour la matière couverte par son champ d'application, sur la Convention de La Haye. Il n'y a pas d'ambiguïté quant à l'instrument que les entités ou autorités doivent utiliser. ***La prééminence du Règlement à l'intérieur des Etats membres de l'Union européenne –à l'exception du Danemark- ne pose aucune difficulté en pratique.***	UIHJ
19.4. Hague Conv. / AALCO model		