

## Frequently Asked Questions (FAQ)



This section is intended more particularly for persons wishing to obtain practical and speedy replies to the various questions that may arise in connection with the application of the 1965 Service Convention. This is merely a succinct outline of the Convention's main provisions. Accordingly, readers are invited to consult the main parts of the Handbook to which this section refers for further details (see also the Explanatory Charts following the FAQ). The most frequently asked questions in practice are:

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## I. Purpose and application of the Convention

### 1. What is the purpose of the Convention?

The Convention provides for the channels of transmission to be used when a judicial or extrajudicial document is to be transmitted from one Contracting Party to the Convention to another Contracting Party, for service in the latter. The terms used for "service" in the French text of the Convention are "*signifié ou notifié*" (Art. 1(1)). Unless stated otherwise, the French version of this Handbook uses the term "*notification*" for "service"; for further details on this issue, see paragraph 53.

The Convention deals primarily with the transmission of documents from one Contracting Party to another Contracting Party; the Convention does not address or comprise substantive rules relating to the actual service of process. However, there are two channels of transmission provided for by the Convention where the transmission includes service of process upon the ultimate addressee: the direct diplomatic or consular channels (see question 25) and the postal channel (see question 26). For all the other channels of transmission provided for by the Convention an additional step, not governed by the Convention, is required to serve process on the ultimate addressee (this step typically involves the Central Authority of the Requested State or a judicial officer, official or other competent person or authority of the State of destination, see question 4). Furthermore, the Convention contains two important provisions of substantive nature that protect the defendant. These operate prior to a judgment by default (Art. 15) and after a judgment by default (Art. 16). For further details on the purpose and nature of the Convention, see paragraphs 7 *et seq.*; on Articles 15 and 16, see questions 28 to 35.

### 2. Which States are Parties to the Convention?

A comprehensive and updated list of the Contracting Parties of the Convention is available on the Service Section of the HCCH website.

### 3. When does the Convention apply?

For the Convention to be applicable, the following requirements must be met:

- 1) A document is to be transmitted from one Contracting Party to the Convention to another Contracting Party for service in the latter (as regards the term "service", see paras 49 *et seq.*). The law of the State of origin (forum law) determines whether or not a document has to be transmitted abroad for service in the other State (the Convention is "non-mandatory", see paras 57 *et seq.*).
- 2) An address for the person to be served is known (where no address for the person to be served is known, see paras 163 *et seq.*).
- 3) The document to be served is a judicial or extrajudicial document (see paras 120 *et seq.*).
- 4) The document to be served relates to a civil or commercial matter (see paras 134 *et seq.*).

If all these requirements are met, the transmission channels provided for under the Convention must be applied (the Convention is “exclusive” (see para. 93), except in the case of a derogatory channel (see para. 417)).

## II. The channels of transmission of documents

### 4. What are the channels of transmission provided for under the Convention?

The Convention establishes one main channel of transmission (see questions 7 to 21), and provides for several alternative channels of transmission (see questions 22 to 27). See Explanatory Charts following the FAQ.

### 5. Is there a hierarchy or otherwise an order of importance or difference in quality among the channels of transmission?

No. There is neither a hierarchy nor any order of importance among the channels of transmission, and transmission through one of the alternative channels does not lead to service of lesser quality. It is up to the party, judicial officer, the competent authority, or persons seeking to effect service to determine which mode of transmission to use and which channels are available to use in a particular case (this choice is subject to the conditions imposed by the Convention, in particular the absence of objection by the State of destination in the case of some of the alternative channels of transmission). Thus, the alternative channels should not be regarded as “subsidiary” to the main channel (see paras 339 *et seq.*).

### 6. May channels of transmission other than those provided for under the Convention be used?

Yes. Contracting Parties may provide for channels of transmission other than those provided for under the Convention (derogatory channels). There are two types of derogatory channels: those provided in bilateral or multilateral agreements concluded among Contracting Parties (Arts 11, 24 and 25; see paras 464 *et seq.* and 469 *et seq.*), and those provided by the domestic law of the State of destination (Art. 19; see paras 480 *et seq.*).

## A) The main channel of transmission

### 7. What is the main channel of transmission?

Under the main channel of transmission established by the Convention, the authority or judicial officer competent under the law of the Requesting State (State where the document to be served originates – see question 8) transmits the document to be served to a Central Authority of the Requested State (State where the service is to occur – see questions 9 and 17). The authority or judicial officer competent under the law of the Requesting State to forward requests for service to the Central Authority of the Requested State is known as the “forwarding authority”. For further details on the main channel of transmission, including electronic transmission, see question 10, paragraphs 188 *et seq.*; see also the Explanatory Charts following the FAQ.



## 8. Who may send the request for service?

The Convention specifies that the forwarding authority must be an authority or judicial officer of the Requesting State. It is that State's law which determines which authorities or judicial officers are competent to forward the request for service. Thus, in certain Contracting Parties, attorneys, solicitors or private process servers are authorised to send such a request. Under the Convention, private persons are not entitled to send a request for service directly to the Central Authority of the Requested State. For further details, see paragraphs 190 *et seq.*

## 9. To which Central Authority is the request for service to be addressed?

The request for service should be addressed to the Central Authority of the Requested State. Pursuant to Article 18(3), a federal State may designate more than one Central Authority. Also, under Article 18(1), a Contracting Party may designate "other" authorities, in addition to the Central Authority, and shall determine the extent of their competence. However, it should be noted that the applicant shall, in all cases, have the right to address a request directly to the Central Authority (Art. 18(2)).

A comprehensive and updated list of Central Authorities and "other" authorities, designated by each Contracting Party under Articles 2 and 18, is available on the Service Section of the HCCH website.

## 10. What should the request for service include and how is it to be transmitted to the Central Authority?

The request for service transmitted to the Central Authority must:

- 1) comply with the Model Form annexed to the Convention (see questions 11 to 13); and
- 2) be accompanied by the documents to be served (the list of documents to be served is to be determined according to the law of the Requesting State; regarding formalities connected with the documents to be served, see question 14).

The Convention does not specify the method for sending the request to the Central Authority. Postal channels are commonly used (ordinary mail, registered mail with acknowledgment of receipt, express mail, private courier service, etc.). Recalling the importance of taking into account data security and privacy considerations, the 2024 meeting of the Special Commission reiterated that the operation of the Convention is to be considered in light of a business environment which relies on IT, and that the electronic transmission of judicial communications is a growing part of that environment and its use should be encouraged (C&R No 71 of the 2024 SC). Electronic transmission is especially relevant when the document to be served is electronic, and / or when the service will be effected electronically. Certain Central Authorities do accept receipt of requests by e-mail, secure online platform, and / or fax. To determine what method can be used, it is advisable to consult the relevant information available in the Country Profile in the first instance. If there is still doubt, forwarding authorities are encouraged to contact the relevant Central Authority to determine in advance the methods for transmission of requests that it accepts. For further details, see paragraphs 224 and 225.

## 11. What is the Model Form?

In its Annex, the Convention provides a Model Form (reproduced in Annex 3 of this Handbook; see comments in paras 198 *et seq.* and Annex 6, Guidelines for completing the Model Form). The Model Form consists of three parts: a Request for service (which is sent to the Central Authority of the Requested State), a Certificate (which is reproduced on the reverse side of the Request and which confirms whether or not the documents have been served), and a form entitled Summary of the document to be served (to be delivered to the addressee).

In addition, the Fourteenth Session of the HCCH recommended that the Summary be preceded by a Warning relating to the legal nature, purpose and effects of the document to be served (the Warning is reproduced in Annex 3). Relevant authorities in Contracting Parties are encouraged to use the Model Form with the Summary and the Warning (C&R No 78 of the 2024 SC).

## 12. Is use of the Model Form mandatory?

The Model Form is mandatory when the main channel of transmission is used (see para. 203). Moreover, the Fourteenth Session of the HCCH also recommended that the part of the Model Form containing the Summary, accompanied by the Warning (see Annex 6), be used in all cases when a judicial or extrajudicial document in civil or commercial matters is to be served abroad (*i.e.*, not only for transmission through the main channel of the Central Authority, but also for transmission through the alternative channels provided for under the Convention). At its 2024 meeting, the Special Commission strongly reaffirmed the mandatory use of the Model Form and encouraged relevant authorities in Contracting Parties to use it with the Summary and Warning. The Special Commission also encouraged the use of the Summary and Warning of the Model Form where one of the alternative channels of transmission is used (C&R No 78 of the 2024 SC). Importantly, the execution of a request shall not be rejected solely on the ground of the absence of the Warning.

In practice, some Contracting Parties, as the State of destination, use the Certificate to inform the forwarding authority of whether the documents have been served, even if transmission of the request has been executed through the alternative channels provided for in Article 10(b) and (c).

## 13. Who should complete the Model Form?

The Request for service is to be completed and signed or stamped by the forwarding authority. The Certificate (which confirms whether or not the request for service has been executed) must be completed and signed or stamped either by the Central Authority of the Requested State or any other competent authority that the Requested State has designated for that purpose. This completed Certificate is then sent back to the forwarding authority directly. If the Certificate is not completed by the Central Authority or a judicial authority (*e.g.*, if it is completed by a *huissier de justice*), the forwarding authority may require that the Certificate be countersigned by one of these authorities (Art. 6(3)). The Summary of the document to be served is to be completed by the forwarding authority and delivered to the addressee with the documents to be served. The Summary should also be accompanied by the Warning (regarding the manner in which the Model Form is to be filled in, see paras 198 *et seq.* and the instructions drafted by Mr Möller, reproduced in Annex 5).

If a forwarding authority proposes to use a digital or electronic signature on the Model Form, it is advised to consult the Country Profile or contact the relevant Central Authority of the Requested State to confirm whether such digital or electronic signatures can be accepted. Note that digital or electronic signatures on requests can generally be accepted, especially if they are transmitted from a competent forwarding authority and, where applicable, can be easily verified (C&R No 84 of the 2024 SC).

#### 14. What formalities apply to the documents to be served?

Under Article 3(1) of the Convention, the request does not require legalisation or other equivalent formalities (e.g., an Apostille under the 1961 Apostille Convention). This exemption equally applies to the documents to be served. The documents to be served and the Request are to be forwarded in duplicate. However, when the transmission is carried out by electronic means, the requirement of a copy or duplicate will be satisfied by sending a single message because the documents can be copied and printed out as necessary. They need not be originals. However, the law of a Requesting State may specify certain requirements as to documents to be served. Regarding practices inconsistent with Article 3, see paragraph 222. Regarding translation of the documents to be served, see question 15.

#### 15. Should the documents to be served be translated into (one of) the official language(s) of the Requested State?

Under Article 5(3), the Central Authority of the Requested State may request a translation (including a certified translation) of the documents to be served if they are to be served by a method prescribed by the internal law of the Requested State for the service of documents in domestic actions upon persons who are within its territory (Art. 5(1)(a)), or if service by a particular method is requested by the forwarding authority (Art. 5(1)(b)). For further details, see paragraphs 265 *et seq.* Regarding the translation requirement for service under Article 5(1), the Special Commission noted the importance of respecting the various requirements provided in the domestic laws of Contracting Parties (C&R No 89 of the 2024 SC). At its 2024 meeting, the Special Commission also noted the practice of some Contracting Parties which do not require translations in certain cases, for example where the addressee is shown to understand the language in which the documents to be served are written. The importance of a properly completed Form, in particular the Summary, is stressed in this regard (C&R No 90 of the 2024 SC).

In order to avoid undue delay connected with a return of the request for service by the Central Authority on the grounds of a missing translation, it is preferable to check the Service Section of the HCCH website, before sending the request, to determine whether or not the Requested State has made a general declaration in this respect. If information is not available, it may be prudent to consult the Country Profile and, if necessary, contact the Central Authority of the Requested State to make further enquiries.

Where translation is required, for States with several official languages, it is essential to consider the prevalent language of the region in question. In this regard, forwarding authorities are encouraged to consult the Country Profile and, if necessary, contact the Central Authority in order to verify language requirements and ensure that the translation is done in the correct language.

## 16. What is the time for execution of the request?

The Convention does not include time-limits for the execution of a request. For comments on the time for execution in practice and the principle of speedy procedures, see paragraphs 293 *et seq.*; on the date of service in particular, see paragraphs 301 *et seq.*

Also, under Article 15(1), if the defendant does not appear and the service has not been performed in due time to enable the defendant to defend, the judge may be compelled to stay entry of judgment (see paras 420 *et seq.*).

## 17. How is the request for service executed?

The Central Authority in the Requested State will execute the request for service or cause it to be executed either:

- 1) by a method provided for under the law of the Requested State (formal service – see paras 250 *et seq.*); or
- 2) by a particular method requested by the applicant (*i.e.*, the forwarding authority), unless it is incompatible with the law of the Requested State (see paras 254 *et seq.*); or
- 3) by informal delivery to the addressee who accepts it voluntarily (see paras 258 *et seq.*).

The Request for service (Model Form) provides options for the method of service. The forwarding authority should indicate a method by which service is to be executed in the Request for certainty and efficiency. If there is no indication, the Central Authority will have discretion to choose.

## 18. What happens if the addressee refuses informal delivery of the document?

The Central Authority may attempt formal service and subsequently return the Certificate (contained in the Model Form) to the forwarding authority, specifying the reasons for failure to execute the request. For further details, see paragraph 261.

## 19. May the Central Authority refuse to execute the request for service?

The Convention provides for two situations in which the Central Authority may refuse execution of the request: temporary refusal if the Central Authority considers that the request does not meet the formal and substantive requirements of the Convention (Art. 4); and final refusal if the Central Authority considers that execution of the service would infringe the sovereignty or security of the Requested State (Art. 13). For further details, see paragraphs 321 *et seq.*

## 20. Is the forwarding authority informed of the proper execution or failure of execution of the request for service?

In all cases, the Certificate of service, in the form of the Model annexed to the Convention (see Annex 2), is returned to the forwarding authority by the Central Authority or any other authority designated for such purpose by the Requested State (Art. 6). If it has been possible to execute the request, the effect of the Certificate is a presumption that the service was valid;

if it has not been possible to execute the request, the Central Authority or other competent authority must mention in the Certificate the grounds for failure to execute. For further details, see paragraphs 209, 210 and 307 *et seq.*

21. May the Central Authority require the reimbursement of costs connected with execution of the request?

A Contracting Party shall not charge for its services rendered under the Convention (Art. 12(1)). Thus, the services rendered by the Central Authority shall not give rise to any payment or reimbursement of costs. Under Article 12(2), however, a forwarding authority shall pay or reimburse costs occasioned by the employment of a judicial officer or other competent person, or by the use of a particular method of service. A Central Authority may request that such costs be paid in advance. Against this background, forwarding authorities are advised to check the relevant Country Profile prior to sending the request for service in order to avoid any undue delay in execution of the request connected with the absence of an accompanying payment. For further details, see paragraphs 284 *et seq.*

**B) Alternative channels of transmission**

22. What are the alternative channels of transmission?

The alternative channels of transmission are:

- consular or diplomatic channels (direct and indirect) (Arts 8(1) and 9 – see questions 23 to 25);
- postal channels (Art. 10(a) – see questions 23, 24 and 26);
- direct communication between judicial officers, officials or other competent persons of the State of origin and the State of destination (Art. 10(b) – see questions 23, 24 and 27); and
- direct communication between an interested party and judicial officers, officials or other competent persons of the State of destination (Art. 10(c) – see questions 23, 24 and 27).
- For further details on the alternative channels of transmission, see paragraphs 339 *et seq.*; see also Explanatory Chart 2 following the FAQ.

Caution: Before using an alternative channel of transmission, it should be ascertained that the State of destination has not objected to it. Declarations of objection, if any, made by Contracting Parties are available on the Service Section of the HCCH website. On the question of whether an objection has a reciprocal effect, see paragraphs 349 *et seq.*

Additionally, failure of the State of destination to object to a particular alternative channel of transmission under Article 10 should not be imputed to mean that the State of destination will regard the resulting service to be sufficient for later enforcement of judgment in that State. For further details, see paragraph 399.

23. Should the Model Form annexed to the Convention also be used for the alternative channels of transmission?

The Model Form was originally designed for use under the main channel of transmission (see question 12). However, at the Fourteenth Session of the HCCH, it was recommended that the part of the form containing the Summary, accompanied by the Warning (see Annex 6), be used in all cases when a judicial or extrajudicial document in civil or commercial matters is to be served abroad (*i.e.*, not only for transmission through the main channel of the Central Authority), but also for transmission through the alternative channels provided for under the Convention. In practice, some Contracting Parties, as the State of destination, use the Certificate to inform the forwarding authority of whether the documents have been served, even if transmission of the request has been executed through the alternative channels provided for in Article 10(b) and (c).

24. Should the documents to be served be translated into (one of) the official language(s) of the State of destination?

The alternative channels of transmission do not, in principle, require a translation of the documents to be served under the Convention. However, there are inconsistent practices among Contracting Parties (see paras 390 *et seq.*). In addition, some Contracting Parties have made qualified objections or declarations to require a translation of the documents to be served under the Convention. For further details, see paragraph 281. Moreover, recognition and enforcement of a foreign decision may be refused when the documents served have not been translated.

25. What are consular or diplomatic channels?

These are channels of transmission whereby the request for service is forwarded by the Ministry of Foreign Affairs of the State of origin (forwarding authority) to the consul or diplomat representing the State of origin within the State of destination. Depending on the case, the latter will execute the request for service personally (direct channels) or will be required to forward it for execution to a competent authority of the State of destination (indirect channels). For further details, see paragraphs 357 *et seq.*

26. May the documents to be served be sent directly to the addressee through postal channels?

Under Article 10(a), judicial documents may be served by sending them directly to the addressee abroad through postal channels. Authorities should have regard to the following considerations prior to opting for service through postal channels:

- 1) whether the conditions set by the law of the State of origin (*lex fori*) for valid service by mail are met; and
- 2) whether the State of destination has objected to this channel of transmission (the table of declarations of objection made under Art. 10(a) should be consulted on the Service Section of the HCCH website).

There is no doubt that the reference to postal channels includes the sending of letters by ordinary mail, registered post and registered post with acknowledgment of receipt. There is also an increased tendency by users of the Convention to engage private couriers under

"postal channels". In addition, due to the technological neutrality of the Convention, "postal channels" could be construed as including service by e-mail. However, courts have divergent views on this topic. The Special Commission has also recognised that in some domestic legal systems, the relevant legal procedures and technological conditions do not allow for service by electronic means, although in certain systems the use of e-mail and online platforms is permitted in certain circumstances, particularly where approved by the judicial authority in advance or there is prior consent by the addressee (C&R Nos 73 and 105 of the 2024 SC).

For a more detailed analysis of service by mail, see paragraphs 377 *et seq.*

## 27. What is direct communication to a judicial officer, official or other competent person?

This is a channel of transmission whereby any person interested in the proceedings, including parties (Art. 10(c)) or any judicial officer, official or other competent person in the State of origin (Art. 10(b)) may directly approach a judicial officer, official or other competent person in the State of destination to serve the documents. This latter method allows, in particular, the transmission of documents to be served by a *huissier de justice* to another *huissier de justice*. A Contracting Party may object to the use of these channels of transmission (the declarations of objection made by Contracting Parties can be accessed on the Service Section of the HCCH website). For further details regarding this channel of transmission, see paragraphs 406 *et seq.*

# III. Protection of the plaintiff's and defendant's interests

## 28. What substantive protection does the Convention provide for the defendant?

The Convention contains two key provisions which protect the defendant prior to a judgment by default (Art. 15) and after a judgment by default (Art. 16). Articles 15 and 16 require the judge to stay entry of judgment (Art. 15 – see questions 29 to 32) or allow the judge to relieve the defendant from the effects of the expiry of the time for appeal (Art. 16 – see questions 33 to 35), subject to certain requirements. See Explanatory Charts following the FAQ.

### A) Stay of entry of judgment (Art. 15)

## 29. In what circumstances does the protection provided for under Article 15 (stay of entry of judgment) apply?

Article 15(1) applies in cases where a writ of summons or an equivalent document had to be transmitted for service abroad under the provisions of the Convention and the defendant has not appeared. For further details on the stay of entry of judgment, see paragraphs 420 *et seq.*

## 30. What are the conditions requiring a judge to stay entry of judgment?

Under Article 15(1), judgment shall not be given until it is established that:

- 1) the document was served in accordance with the law of the Requested State (or, in the case of an alternative channel of transmission, the State of destination) or actually



delivered to the defendant or to the defendant's residence by another method provided for by the Convention; and

- 2) in either of these cases, the service or the delivery was effected in sufficient time to enable the defendant to defend.

### 31. Are there exceptions from the duty to stay entry of judgment?

Yes. The judge may rule by default, notwithstanding the fact that the requirements under the foregoing question are met, but only if:

- 1) the Contracting Party has made a declaration in this regard (see the table of declarations made under Art. 15(2) on the Service Section of the HCCH website);
- 2) the document was transmitted by one of the methods provided for in the Convention;
- 3) no certificate of any kind has been received, even though every reasonable effort has been made to obtain it through the competent authorities of the Requested State (or, in the case of an alternative channel of transmission, the State of destination); and
- 4) a period of time considered adequate by the judge, but of not less than six months, has elapsed since the date of transmission of the document (Art. 15(2)).

These conditions are to be satisfied concurrently.

### 32. May the judge order provisional or protective measures despite the duty to stay entry of judgment?

Yes. In cases of urgency, the judge may order provisional or protective measures (Art. 15(3) – see para. 441).

## B) Relief from expiry of the time for appeal (Art. 16)

### 33. In what circumstances does Article 16 relating to relief from expiry of the time for appeal apply?

Article 16 applies when the defendant has not appeared, a decision not relating to personal status or capacity has been entered by default, and the time for appeal has expired. For further details on relief from expiry of the time for appeal, see paragraphs 442 *et seq.*

### 34. When does a judge have the power to relieve the defendant from the effects of the expiration of the time for appeal from the judgment?

A judge may relieve the defendant from the effects of the expiration of the time for appeal from the judgment if (Art. 16):

- 1) the defendant, without any fault on their part, did not have knowledge of the document in sufficient time to defend, or knowledge of the judgment in sufficient time to appeal (Art. 16(1)(a));
- 2) the defendant has disclosed a *prima facie* defence to the action on the merits (Art. 16(1)(b)); and



- 3) the defendant files the application for relief within a reasonable time after the defendant has knowledge of the judgment (Art. 16(2)) or within the time determined by the Contracting Party in its declaration to the depositary to this effect (however, in such a case this timeframe shall not be less than one year following the date of judgment) (Art. 16(3)). A list of declarations and a table recapitulating the declarations made by each Contracting Party are available on the Service Section of the HCCH website.

These conditions are to be satisfied concurrently.

**35. Does the protection of the defendant provided for under Articles 15 and 16 apply regardless of the method of transmission?**

These two provisions apply irrespective of which channel of transmission provided for by the Convention is used (*i.e.*, the main channel or any of the alternative channels of transmission).

## **IV. Relationship with other treaties, regional instruments, internal law**

**36. Are there other HCCH Conventions governing the transmission of documents for service?**

Yes. Prior to the adoption of the 1965 Service Convention, there were two pre-existing HCCH Conventions governing matters including the transmission of documents for service: the 1905 Civil Procedure Convention and the 1954 Civil Procedure Convention.

Given that all Contracting Parties to the 1905 Civil Procedure Convention have acceded to either the 1954 Civil Procedure Convention or the 1965 Service Convention, the 1905 Civil Procedure Convention is no longer applicable between its Contracting Parties.<sup>1</sup>

Most Contracting Parties to the 1954 Civil Procedure Convention have also ratified or acceded to the 1965 Service Convention. However, a limited number of Contracting Parties to the 1954 Civil Procedure Convention have not ratified or acceded to the 1965 Service Convention.<sup>2</sup>

If supplementary agreements to the 1905 and / or the 1954 Civil Procedure Convention have been concluded by States that are also Party to the 1965 Service Convention, these agreements must be considered applicable to the Convention, unless the States have determined otherwise (Art. 24 of the Convention; see para. 465).

For further details and a regular update of the status of the 1905, 1954 and 1965 Conventions, see the Conventions and other Instruments Section of the HCCH website.

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<sup>1</sup> Since the accession of Iceland to both the 1954 Civil Procedure Convention and the 1965 Service Convention in 2008.

<sup>2</sup> The 1954 Civil Procedure Convention is still effective in the relations between the Holy See, Kyrgyzstan, Lebanon, Mongolia, Suriname and Uzbekistan, as well as between these States and other States which are Parties to the 1965 Service Convention but are also still Party to the 1954 Civil Procedure Convention (*e.g.*, China (only for Macao SAR), the Russian Federation and Switzerland). This information was current at the time of publication of this Handbook.

37. Are there other international or regional instruments governing the transmission of documents for service? What are the relationships between these instruments and the 1965 Service Convention?

Yes. There are other international or regional instruments governing the transmission of documents, such as the *Inter-American Convention on Letters Rogatory*, the *Minsk Convention on Legal Aid and Legal Relations in Civil, Family and Criminal Matters*, the 2020 EU Service Regulation, and the *Las Leñas Protocol on Jurisdictional Cooperation and Assistance in Civil, Commercial, Labour, and Administrative Matters*. Unlike the 1965 Service Convention, these instruments only apply in their respective regions, areas and subject-matters.

The 1965 Service Convention does not derogate from other international agreements to which States are or will become parties for the purposes of transmitting judicial or extrajudicial documents for service abroad (Art. 25). This means that any mechanisms or transmission channels provided for under such agreements between States may operate exclusively or alternatively with those established under the Convention.

For a general description of these instruments and their relationship with the 1965 Service Convention, see paras 466 *et seq.*

38. What is the relationship between the 1965 Service Convention and the internal law of Contracting Parties?

The Convention does not prevent the internal law of Contracting Parties from permitting methods of transmission of documents coming from abroad other than those provided for under the Convention (Art. 19).