

HARBOUR CITY ESTATES LIMITED
CONDITIONS OF PARKING AND USE

Terms and Conditions upon which motor vehicles are parked in this Car Park

1. Neither Harbour City Estates Limited (hereinafter referred to as "the Company", which expression shall, unless otherwise required by the context, include its servants, agents and employees) nor any of its servants, agents or employees shall be liable for any loss of or damage to any motor vehicle or any of its accessories or contents (whether such loss or damage is caused by the negligence or deliberate act, default or omission of the Company or any other party or otherwise) at any time whilst such motor vehicle is parked or situated in this Car Park or whilst it is being moved or driven in, or to or from, this Car Park including, without limitation, whilst such motor vehicle is retained by the Company pursuant to Condition 5 or 6 below.
2. Save as prohibited by law, the Company shall not be liable for any death or personal injury or property damage occurring within this Car Park for any reason whatsoever and howsoever such loss or damage is caused.
3. The Company does not accept and the Company's servants, agents or employees do not have authority to accept any articles or items for safe custody. The owner or driver of the motor vehicle shall be responsible for taking care of his/her belongings.
4. The Company may remove or drive away any motor vehicle if it is left at or in this Car Park in an unauthorized space or is otherwise obstructing other users of this Car Park or is parked in this Car Park in breach of any of these Conditions. Any motor vehicle may also be removed or driven away by the Company to such place as the Company deems fit during any period of retention pursuant to Condition 5 to 6 below. The Company shall not be liable for any damage caused to the motor vehicle during such exercise and shall be entitled to charge for all costs and expenses incurred therefor.
5. The Company may permit any person to remove any motor vehicle from this Car Park upon such person producing a valid paid ticket or pass issued by the Company any record of entrance through Octopus or credit card or other approved payment system, and may retain any vehicle until such as a ticket or pass is produced. The Company shall not be under any duty to demand or inspect proof of ownership or authority to use or remove any motor vehicle and shall not be liable for any failure to do so under any circumstances.
6. The Company shall have a lien on and shall be entitled to retain any motor vehicle and its accessories and contents until all sums due to the Company for parking such vehicle in this Car Park or for providing services in respect of such vehicle or otherwise hereunder have been paid in full. For the purposes of these Conditions of Parking, parking charges and/or other amounts payable hereunder by the owner and/or user of any motor vehicle shall be due on demand by the Company.

7. On default of payment of any sum payable hereunder by the owner and/or user of any motor vehicle within seven (7) days of a demand therefor, or in the event of any motor vehicle being parked in this Car Park for a continuous period of thirty-two (32) days or more and the Company having given seven (7) days notice of its intention to sell or dispose of such motor vehicle should the same not be removed from this Car Park, the property in the relevant motor vehicle shall automatically (without the need for further notice or any other action on the part of the Company) pass to the Company who shall without any liability or obligation towards the owner and/or user of the motor vehicle upon the expiry of the relevant seven (7) days period be entitled to sell or dispose of such motor vehicle and/or its accessories or contents by whatever means it deems fit (whether by way of public or private tender, auction or treaty or otherwise) and to recover from the proceeds of sale or the owner and/or user of the relevant motor vehicle any moneys due to the Company together with its costs and expenses (including legal fees) incurred in connection with such sale or disposal. Parking charges for any period up to the date of sale or disposal of such motor vehicle shall continue to accrue due and be payable as herein provided.
8. The balance of the proceeds of sale (if any) obtained under Condition 7 shall be held by the Company and the Company shall not be accountable to any person for such balance (after deducting the amount due to the Company including costs and expenses) save that within thirty (30) days after the day on which the relevant motor vehicle is sold or dispose of, any person satisfies the Company that at the time of such sale or disposal, he was the proper legal owner of such vehicle, whereupon the Company shall pay such balance to such person without any interest.
9. In exercising the right of sale or disposal under Condition 7, the Company shall not be deemed to be acting as trustee, and shall not be under any duty to obtain the best or a reasonable price for the relevant motor vehicle and/or accessories or contents, as the case may be.
10. The owner and/or user of any motor vehicle parked in this Car Park shall comply with and obey all lawful directions and regulations made or given by the Company, whether they are made or given verbally or in writing. In particular, such owner and/or user shall,
 - (a) obey all speed restriction, traffic flow, no smoking and other signs displayed in or around this Car Park;
 - (b) not, without the consent of the Company, park his vehicle in any part of this Car Park other than within the lines indicating the space in which a vehicle is to be parked;
 - (c) not remove his vehicle from this Car Park without paying the appropriate parking charges or producing a valid pass issued by the Company;
 - (d) only park the motor vehicle for genuine parking purpose and not for any

commercial purpose. For the avoidance of doubt, such owner or user shall not carry out any activities or perform any act pertaining to the motor vehicle parked or present in this Car Park or allow or suffer the same to be so carried out or performed which in the absolute opinion of the Company is unrelated to the genuine parking purpose without the prior written consent of the Company. In this connection, any motor vehicle parked in this Car Park is not and shall not be for demonstration purpose and no notice shall be displayed inside or outside the motor vehicle having any commercial elements or otherwise inconsistent with the genuine parking purpose in the absolute opinion of the Company.

Each such owner and/or user shall leave this Car Park or give his full name and address upon the Company's demand at any time whilst the relevant motor vehicle used or owned by him is subject to these Conditions of Parking.

11. The owner and/or user of any motor vehicle parked in this Car Park shall be responsible for any damage to the structure of this Car Park and/or any fixtures, fittings or equipment therein and/or other motor vehicles present therein caused by him or his vehicle and in the event of any such damage or destruction shall pay to the Company on demand the cost of repairing or replacing the same as certified by the Company or otherwise indemnify the Company against any loss and damage in relation to any third party claims.
12. In the event that any motor vehicle, having entered into this Car Park, causes an obstruction to the traffic flow within this Car Park or stands in a no-parking or reserved area or space or present in this Car Park in circumstances where there is a breach of these Conditions, the Company may remove and/or impound the vehicle without prior notice to its owner or user, who shall pay such administrative fee at the Company may charge for handling such vehicle and shall not be entitled to claim any compensation against the Company in connection with its handling of the vehicle.
13. This Car Park shall be operated in accordance with the times displayed in conspicuous place near the entrance to and/or Shroff office of this Car Park. The Company shall have the right to alter such times as the Company deems fit.
14. Parking charges in respect of any motor vehicle parked or left in this Car Park shall accrue at such rates, be calculated on such basis and be paid in accordance with the Company's provisions as to Parking Fees for the time being in force.
15. If the owner and/or user of any motor vehicle parked in this Car Park loses or is unable to produce a ticket or a valid pass or fails to provide evidence to support proper entry to this Car Park through Octopus or credit card or other approved payment system, he shall, before removal of such vehicle, pay an administration charge HKD\$50 or such charge as may be revised by the Company. The Company shall not be liable to refund or pay any compensation if any access means to this Car Park is subsequently confirmed.
16. Access through Octopus or credit card or other approved payment system by the

owner and/or user of any motor vehicle parked in this Car Park shall not be construed as creating a tenancy or conferring any exclusive right, possession or enjoyment of any particular car parking space(s) or as warranty that any car parking space is vacant and available for the parking of such vehicle in this Car Park.

17. No time or other indulgence granted by the Company shall in any way affect its rights under these Conditions of Parking or otherwise.
18. The Company may from time to time vary or replace these Conditions of Parking. The new Conditions of Parking shall be effective and binding on the owner and/or user of any motor vehicle parked in this Car Park upon posting of the same in a conspicuous place near the entrance to and/or Shroff office of this Car Park. Except otherwise authorized in writing by the Company, no servant, agent or employee of the Company has any authority to amend, modify or add to these Conditions of Parking. For the avoidance of doubt, the entry into this Car Park either by obtaining a ticket or by gaining access to this Car Park through Octopus or credit card or other approved payment system shall be deemed to be or constitute the owner or user's acceptance of these Conditions.
19. Any notice, demand or other communication to be given by the Company in respect of any motor vehicle pursuant to these Conditions of Parking may be given by the Company to the registered owner of such vehicle at the address for time being registered with the Transport Department.