

# 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 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 of 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 disposed 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 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 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 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.

# 海港城置業有限公司

## 車輛停泊及使用條款

### 車輛停泊在本停車場內之條款及條件

1. 任何車輛在本停車場停放或存放期間，或在本停車場移動或駕駛時，或進出本停車場時，包括但不限於海港城置業有限公司（以下簡稱為「本公司」，該稱號，除非上下文需要除外，包括本公司之職工、代理人及僱員）根據本條款及條件第五或第六條扣留車輛期間，如車輛或其任何附件或車內物件有任何遺失或損毀（不論是否由於本公司或其他人等疏忽、蓄意行為、失職或懈怠所引起），本公司及其職工、代理人或僱員一概無需負責。
  2. 除法律禁止的情況外，本公司對於任何人士在本停車場內受傷或死亡或財物受損，無論其原因為何及不論該等傷亡或損毀是如何造成，本公司一概無需負責。
  3. 本公司不接受而本公司之職工、代理人或僱員亦無權接受任何物件或物品加以保管。車輛的車主或司機須自行看管個人財物。
  4. 如任何車輛停放或存放在本停車場內不准停車之地方或妨礙本停車場內其它車輛之來往，或是在違反任何本條款的情況下停放於本停車場，本公司有權將該車輛拖走或駛開。此外，本公司根據本條款和條件第五或第六條扣留任何車輛期間，可將該等車輛拖到或駛到本公司認為適合之地點。本公司對車輛在上述過程中受到的任何損毀一概無需負責，並有權收取因此而招致的一切費用及開支。
  5. 任何人士駕駛或移動任何車輛離開本停車場，如能出示已繳費之有效停車票或月票，或使用八達通或其他核准付費系統入閘的紀錄，公司可准許該車輛駛離本停車場。但如任何人士未能出示上述停車票或月票或入閘紀錄，本公司可扣留任何有關車輛。本公司並無責任向任何移走車輛之人士要求證明其對該車輛之擁有權或使用或移走該車輛之權力。如因本公司未有要求該等人士出示上述證明所引起之損失，本公司一概不負責。
  6. 如任何車輛車主或駕駛人未繳清任何應付本公司之費用，包括該車輛之泊車費用，或其他就本公司給予該車輛服務所收取之費用，本公司對該車輛連同其全部附件及內部物件擁有留置權，並可扣留該車輛及其附件及物件。就本停車場使用之條款及條件而言，任何泊車及其他費用，於本公司要求繳付時，當視為已到期及應繳付給本公司之費用。
  7. 如任何車輛之車主或使用人在本公司提出付款要求之七（7）天內不繳付「本停車場使用條件」規定應付之任何款項，或者，如果任何車輛在本停車場連續停放三十二（32）天或以上，經本公司向該車輛或使用人預先七（7）天發出通知如該車輛仍不駛離本停車場本公司將出售或自行處置該車輛，該車輛自動成為本公司所有之財產（無需本公司再行通知或採取任何其它行動），而且本公司在上述有關七（7）天期限屆滿以後，在無需向該車輛的車主及/或使用人承擔任何責任或義務的情況下，有權按本公司認為恰當之任何方式（公開或非公開投標或拍賣或私下交易或其它方式）出售或自行處置該車輛及/或其附件或內部物件，並從該車輛之車主或使用人或售車款項中收回應付給本公司之款項連同出售或處置車輛手續之一切費用和開支（包括律師費及進行法律程序所需費用）。該車輛之停車費應繼續按規定計算和支付，直至該車輛出售或被處置之日為止。
  8. 根據本條款及條件第七條出售車輛所得收入之餘額（如有的話），應由本公司保管。如果在該車輛出售或處置後三十（30）天內，有任何人向本公司證明，在該車輛被出售或處置時，其為該車輛之真正合法擁有人，本公司須發回該餘額給該位人士，但毋須支付任何利息。除非在上述情況下，否則本公司毋須向任何人發回該餘額（須扣除應付本公司的款項，包括一切費用及開支）。
  9. 本公司根據本條款及條件第七條行使出售或處置權時，不應被視為以受託人身份行事，而且本公司沒有任何責任為該車輛及/或其附件或內部物件（視具體情況而定）取得最佳價格或合理價格。
  10. 已停放在本停車場內之任何車輛之車主和/或使用人必須履行和遵守本公司以口頭或書面形式規定之全部合法指示和條例。所有車輛之車主及/或使用人尤其：-
    - （甲）必須遵守展示在停車場內或附近之速度限制，交通秩序，禁止吸煙或其它告示；
    - （乙）必須將車輛停泊在一車位之範圍內，惟得本公司同意則除外；
    - （丙）於未繳付適當之停車費用或未能出示有效之停車証時，不得將車輛移離本停車場；
    - （丁）必須僅以真正停放車輛作為目的，而非為任何商業目的而停放車輛。為免生疑問，該車主或使用人不得在未有得到本公司事前的書面同意之下進行或作出，或容許或容受進行或作出有關停放在本停車場的車輛的，並且本公司絕對認為與真正停放車輛的目的無關的活動或行為。就此，任何停放在本停車場的車輛不是並且不得作展示用途，以及任何有商業成份，或是本公司絕對認為與真正停放車輛的目的不相符之告示，不得展示於車輛內面或外面。
- 在任何車輛受本「停車場使用條件」約束期間，其車主和/或使用人如經本公司要求，應立即給予其全名及地址或離開本停車場。
11. 在本停車場停放之任何車輛之車主和/或使用人應對由他或他之車輛引起之本停車場結構和/或裝置或設置和/或在本停車場內的其他車輛之任何損毀或任何毀壞負責，而且在發生這類損毀或損壞時，一經本公司要求，即須向本公司繳付本公司證實之修理費或更換費，或就第三方申索的任何損失或損害對本公司作出彌償。
  12. 倘任何車輛在本停車場內構成交通阻塞或於專用或不准泊車範圍或位置停泊，或是在違反本條款的情況下於本停車場出現，本公司不須事先通知該車輛車主或使用人將該車輛移走和/或扣押。該車輛車主或使用人須向本公司繳付有關之手續費並且無權就車輛被移走或扣押向本公司要求賠償。
  13. 本停車場之開放時間已展示於入口處及/或繳費處附近之顯眼處，本公司有權自行更改本停車場之開放時間。
  14. 任何車輛在本停車場停留或存放之停車費，應按照本公司不時訂定之停車場收費計算方法和繳付方法計算和繳付。
  15. 倘任何車輛之車主和/或使用人遺失或未能出示停車票或有效停車証，或無法提供證據證明其及其車輛是以八達通或其他核准付費系統正常地進入本停車場，該車主或使用人須將車輛駛離本停車場前繳付一筆行政費用港元\$50（或經本公司調整後的金額）。倘該車主或使用人及其車輛進入本停車場的方法其後得以確認，本公司將不會對此作出退款或賠償。
  16. 任何已停放在本停車場內車輛之車主和/或使用人，於使用八達通或其他核准付費系統進入本停車場後，不應被視為某一車位之租客或享有某一車位之專用權或獲保證有空置車位供其停放其車輛。
  17. 本公司給予之任何時間或其它寬容，在任何情況下決不影響本公司在本「停車場使用條件」中或其它方面享有之權利。
  18. 本公司可隨時更換本「停車場使用條件」。新之「停車場使用條件」在停車場入口處及/或繳費處附近顯眼處張貼後，即告生效並對已經在本停車場停放任何車輛之車主和/或使用人具有約束力。除非本公司另行以書面形式授權，否則本公司之任何職工、代理人或僱員均無權修改或增刪本「停車場使用條件」。為免生疑問，車主或使用人通過取得停車票，或以八達通或其他核准付費系統進入本停車場時，將被視作為或構成接受本條款。
  19. 本公司就有關本「停車場使用條件」向任何車輛發出之任何通知、要求或其它通訊，可按照該車輛車主在運輸署登記之註冊地址發送予該車主。