

其士富居物業管理有限公司

停車場使用條款

- 一) 如任何車輛在本停車場停泊或存放期間，不論是在其車輛，附件或任何物品在任何時間遭受損失或破壞，其士富居物業管理有限公司或其僱員，職工或代理人（以下簡稱本公司）管理或保管期間即使是由於本公司或其他人仕的疏忽、過失或任何遺漏工作所引致，包括移動或駕駛進出停車場時，或因本公司根據本條款第五或第六條所扣留的車輛，本公司一概無需負責。
 - 二) 無論是由於本公司或本公司任何授權人仕的疏忽、過失或任何遺漏工作，或本公司停車場所使用或租用的任何設施，或本停車場所設置的或連帶的裝置、器材、設備、道路、建築物或用具等或因任何第三者的行為或任何車輛或事物所造成的任何人身傷亡或財物損失，本公司一概無需負責。任何車主或其使用人必須完全負起上述責任及不得將任何責任轉嫁於本公司。
 - 三) 本公司的任何職工，僱員或代理人均無權受託保管一切物品。故若任何車主聲稱已將任何物品交託本公司保管，而發生任何遺失、損失或損壞，不論基於任何原因，即使是由於本公司或任何人仕的疏忽、過失或任何遺漏工作所引起的，本公司一概無需負責。
 - 四) 凡任何車輛停泊或存放於停車場內不准泊車之地方或未獲授權停泊的位置或阻礙其他停車場的使用者或未有將有效之泊車證張貼於擋風玻璃上或該車輛未有在本公司登記時，本公司有權將該車輛扣押或駕駛或拖到適當的地點。如車輛被扣押或拖走後，車主或使用人需繳交應付之款項：開鎖手續費港幣 320 元正，拖車費港幣 350 元正，每部車輛每天扣鎖停留費港幣 320 元正及辦妥一切有關手續後，方可領回車輛。
 - 五) 本公司有權容許任何人仕駕駛任何車輛離開本停車場，但必須能夠出示付清費用的有效泊車票或泊車證或有效月票，或任何根據本公司之絕對決定權認為滿意的證明文件。本公司有權扣留任何有關車輛直至上述證明文件呈交本公司及獲得本公司滿意為止。本公司不會對因疏忽或其他原因而容許任何無權移走車輛的人仕將車輛移走，或導致該車輛或其任何附件或內部物件的損失或損壞負上任何責任。
 - 六) 本公司有權扣留任何停泊於本車場之車輛連同附件及內部物件，直至上述車輛的車主或使用人向本公司全部付清任何應付予本公司之款項，上述款項可包括任何車輛停泊本車場之應付費用，或由於車主或使用人之責任而應向本公司繳付的款項或由於本公司曾提供的任何服務費用。根據本停車場使用條款，一經本公司發出繳費要求，任何車輛的車主或使用人應立即清付此等停車費或任何應付款項。
 - 七) 若任何車輛於上述條款而被本公司扣留後三天內仍未有任何人仕依手續領回，本公司將發信予有關車主作出通知，若上述車輛未能於發信日期起計二十五日內由任何人仕依手續及付清所有費用後領回，本公司將依法送交警務處長由其作出決定處理。本公司保留向該車輛之註冊車主追討一切費用及法律責任。
 - 八) 所有停車位只供停泊摩托車輛。任何車位絕對不可用作居住或存放貨物或雜物用途，本公司有權將任何存放於上述停車位之貨物移走而無需任何事先通知。本停車場同時嚴禁非法使用消防喉。
 - 九) 停車場使用者或意圖使用者需遵守任何由本公司發出之口頭或書面合法指示及規則，具體情況如下：
 - (1) 如非必要，不可發出任何警告響號。
 - (2) 不得停泊超越車位範圍以外。
 - (3) 不得將車輛停泊於指定車位以外，惟獲本公司批准者則不在此限。
 - (4) 不得將車輛駛離停車場，除非能出示有效之停車證或已全數繳費之泊車票，並經本公司職員檢查妥當。
 - (5) 不得駕駛超越每小時5公里。
 - (6) 當泊車完畢之後，駕駛者及所有乘客需盡速由出路離開停車場。
 - (7) 任何人仕在接獲本公司之合法命令其離去後不得繼續逗留在停車場內。
 - (8) 在停泊車輛後不得將車輛引擎開動。
 - (9) 任何人仕未經許可不得干預或騷擾在停車場內之車輛。
 - (10) 任何人仕未經本公司許可不得在停車場內進行任何商業活動。
 - 十) 在本停車場停泊的任何車輛的車主或使用人應對由其引起的本停車場內建築物或裝置或設備的任何損壞或毀壞負責，而且在發生這類損壞或毀壞事件後，一經本公司要求，即須向本公司清付經由本公司證實的損壞或毀壞物件的修理費或更換費。
 - 十一) 任何駕駛者停泊車輛於本停車場如有觸犯下列條件（無論駕駛者觸犯或因有關車輛之停放位置而觸犯下列條件）：
 - 甲) 造成任何障礙。
 - 乙) 停泊在專用區域內。
 - 丙) 停泊在不准停車區內。
 - 丁) 未有將有效停車證張貼於擋風玻璃上（如屬業主車位）。
 - 戊) 在一個車位內停泊超過一部車輛。
- 本公司有權根據本使用條款第四、六及七項向該車主或使用人採取適當行動。而本公司在本停車場使用條款和普通法中所享有的各項權利並不因此受限制。
- 十二) 本公司所給予的任何時間寬容，在任何情況下決不影響本公司在本停車場使用條款中或其他方面所享有之權利。
 - 十三) 停泊於本停車場之任何車輛應繳付根據本公司公佈的收費計算方法的泊車費用。若遺失時租停車票，車主或使用人除繳付正常實際泊車費外，並需繳付有關手續費。
 - 十四) 如有遺失或損壞泊車證，該車輛車主必需報警及向本公司繳付換證費用。如有任何車輛資料更改，車主或車位業主必需向本公司呈交有關文件申報及繳付換證費用。
 - 十五) 本停車場開放時間為全日二十四小時，但本公司保留權利可隨時因應需要而更改上述時間。
 - 十六) 本公司可以隨時修改，增刪本停車場使用條款中的任何或全部條文或制訂新的條款和條件。上述修訂或增刪只需在停車場入口附近當眼處張貼後，即告生效並立即對已經或打算在本停車場停泊之任何車輛的車主或使用人具有效力和約束力。除非本公司以書面另行授權，本公司的任何僱員，代理人或職工均無權對本停車場使用條款作出任何改變、修改或加插。
 - 十七) 本公司對任何車輛所發出之任何通告或其他聯絡文件均會依照現時在運輸署登記之車輛車主地址發出。
- 註：上述中文譯本只供參考，一切以英文原本為準。

CONDITIONS OF PARKING
TERMS AND CONDITIONS UPON WHICH MOTOR VEHICLES
ARE ACCEPTED BY CHEVALIER PROPERTY MANAGEMENT LIMITED
FOR PARKING IN THIS CAR PARK

1. Neither Chevalier Property Management Limited nor any of its servants, agents or employees (together hereinafter referred to as the "Company") will be liable for any loss of or damage to any motor vehicle or any of its accessories or content (whether such loss or damage is caused by the negligence, 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 otherwise in the Company's custody or control or whilst it is being moved or driven in or to from this Car Park, including without limitation whilst such motor vehicle is retained by the Company pursuant to Conditions 5 or 6 below.
2. The Company will not be under any liability (whether arising under statute, at common law or otherwise) for death or for any injury to the person or property of any third party caused by the negligence, default or omission of the Company, or any other person authorized by the Company, or by any equipment used or employed by the Company in the operation of this Car Park or by the condition of the structure, roads, fixtures, fittings, equipment or appliances of or attached to this Car Park, or by any other third party, vehicle, act or thing. The owner and /or user of any motor vehicle parked in this Car Park shall be solely liable for and shall hold the Company absolutely free and harmless from any such liability.
3. The servants, agents or employees of the Company do not have authority to accept any articles for safe custody and the Company will not be liable in any such case for any loss of or damage to any articles alleged to have been left with the Company for safe custody howsoever such loss or damage be caused, whether by the negligence, default or omission, of the Company or any other party or otherwise.
4. The Company has the right to impound, remove and relocate any motor vehicle which is parked or left at an unauthorized space within this Car Park, is obstructing other users of this Car Park, is not displaying on its windshield a valid parking label issued by the Company to the owner/user of the vehicle, or is not a vehicle registered with the Company. Any impounded, removed or relocated vehicle could not be collected unless and until all charges and expenses have been paid in full, handling fee for unlocking HK\$320, towing charges HK\$350, daily detention charge for each motor vehicle HK\$320, and that all procedures for collecting such vehicles have been completed.
5. The Company may only permit any person to remove any motor vehicle from this Car Park upon such person producing a valid parking label or ticket duly paid or a valid monthly pass or offering evidence of authority or entitlement to remove such motor vehicle as the Company shall in its sole and absolute discretion deem satisfactory. The Company may retain any motor vehicle until such a parking label or ticket or monthly pass is produced or until so satisfied by such evidence. The Company will not be liable in negligence or in respect of any other course of action arising out of the loss of or damage to any motor vehicle or any of its accessories or contents caused by permitting any person not authorized or entitled to remove the same to do so.
6. The Company shall have a general lien upon or the right of retention of any motor vehicle together with all of its accessories and contents until all sums due to the Company for or in relation to the parking such motor vehicle in this Car Park or otherwise, or due by reason of any liability of the owner or user of such motor vehicle to the Company hereunder or otherwise, or due in respect of other services rendered by the Company have been paid in full. For the purpose of these Conditions of Parking, all parking charges and / or other amounts payable hereunder by the owner / user of any motor vehicle shall be due on demand by the Company.
7. If a vehicle, which is detained under the above conditions, is not claimed within three (3) days after its detention, the Company shall forthwith give notice in writing thereof to the owner of the vehicle. Unless the vehicle is removed from the place of detention upon payment of all charges payable under the terms above-mentioned, within 25 days from the date of the said notice, the vehicle may be disposed of by the Commissioner of Police by sale or otherwise as he thinks fit. The Company reserves the right to recover all charges and expenses in relation thereto against the registered owner of the vehicle.
8. All car parking spaces in this Car Park shall be used for parking motor vehicle purpose only. No living quarter, storage of goods or debris is allowed. If goods are placed at any car parking space, the Company is empowered to dispose them without giving any prior notice. Use of fire hose in this Carpark for car cleaning or other illegal purpose is strictly prohibited.
9. The users of any motor vehicle parked or intended to be parked in this Car Park shall comply with and obey all the lawful directions and regulations given by the Company, whether they are given verbally or in writing. In particular such users shall obey the following restrictions:-
 - a) not to sound any warning instrument therein except in an emergency;
 - b) not to park the vehicle in any part of the car parking space other than within the boundary of each individual car parking space;
 - c) not to park the vehicle in any space other than the one allocated unless expressly authorized to do so by the Company;
 - d) not to remove the vehicle from this Car Park unless the parking label as displayed or ticket relating to the vehicle is inspected by the Company;
 - e) not to drive in excess of the maximum speed limit of 5km per hour;
 - f) upon parking a vehicle in this Car Park, the driver and all passengers shall leave this Car Park as soon as possible by the exits provided;
 - g) no person shall remain in this Car Park after he has been lawfully ordered to leave by the Company;
 - h) no vehicle engine shall remain running whilst the vehicle is parked in any car parking space;
 - i) no person shall, without lawful authority, tamper with or interfere with any vehicle in this Car Park; and
 - j) not to carry out any business activities in this Car Park except when prior approval has been obtained from the Company.
10. 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 to any fixture or equipment situated in this Car Park and in the event of any such damage or destruction, the party causing or responsible for such damage or destruction shall pay to the Company on demand for the cost of repairing or replacing the same as certified by the Company.
11. Upon the breach of any of the following conditions by a user of any motor vehicle parked in this Car Park (either personally or through parking or positioning of the relevant motor vehicle) namely; (a) causing any obstruction; (b) standing in a reserved bay; (c) standing in a no parking space; (d) does not display a valid parking label on the windshield (for Owner's carpark only); (e) parking more than one vehicle in a car parking space. The Company shall have a right to take such appropriate action as mentioned in clauses 4, 6, and 7 as the Company deem necessary against the owner and / or users of the relevant motor vehicle, and such action if taken shall in no way prejudice any of the Company's right expressed in these Conditions of Parking or under common law.
12. No time or other indulgence granted by the Company shall in any way affect its rights under these Conditions of Parking or otherwise.
13. Parking charge in respect of any motor vehicle parked or left in this Car Park shall accrue at such rates, calculated on such basis, and be paid in such manner in accordance with the Company's provisions as to Parking Fees for the time being in force. In case of loss of hourly parking ticket apart from paying the actual hourly parking fee, the driver/owner of the vehicle concerned must also pay the relevant handling charges as set by the Company at the time.
14. In case of parking label being lost or damaged, the owner of the vehicle is required to report to the Police and pay to the Company the handling charge for its replacement. If there is any change of particular of the owner or the vehicle, the owner of the car parking space or vehicle is required to produce relevant document and to pay handling charges to the Company for re-issuance of new car park label.
15. This Carpark is currently operated on a twenty-four (24) hour basis but the Company reserves the rights to restrict the operation to such times as the Company may from time to time consider appropriate.
16. The Company may vary these Conditions of Parking by altering, adding to or deleting any or all of them or making new terms and / or conditions and the new Conditions of Parking shall be effective and binding on the owner and / or user or any motor vehicle parked or intended to be parked in this Car Park upon posting of such new Conditions of Parking in a conspicuous place near the entrance to this Car Park. Expect as otherwise authorized in writing by the Company, no servant, agent or employee of the Company has the authority to vary, alter, modify, amend or add to these Conditions of Parking.
17. Any notice, demand or other communication to be given by the Company to the owners of the car parking spaces and the owners of the motor vehicles registered with the Company shall be given to the registered owner of such motor vehicle at his registered address as recorded with the Transport Department for the time being.

END

CHEVALIER PROPERTY MANAGEMENT LIMITED