

CONDITIONS OF PARKING

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TERMS AND CONDITIONS UPON WHICH MOTOR VEHICLES ARE ACCEPTED FOR PARKING IN THIS CAR PARK

1. Neither the Owner/Management Company of this Car Park nor any of its servants, agents, employees, or contractors (individually or (as the case may be) 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 contents (whether such loss or damage is caused by the negligence, or by the 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 otherwise in the Company’s custody or control or whilst it is being moved, 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 or any other loss caused by the negligence or by the deliberate act, 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, or by the deliberate act, default or omission, of the Company or any other party or otherwise.
4. 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.
5. The Company may permit any person to remove any motor vehicle from this Car Park upon such person producing a valid ticket duly paid or a valid monthly pass or offering evidence 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 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 cause of action arising out of the loss of or damage to any motor vehicle or any of its accessories or contents or any other loss caused by permitting any person not authorized or entitled to remove the same to do so.

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6. The Company shall have a general lien upon, or the right or 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 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 by the Company, have been paid in full. For the purposes of these Conditions of Parking, 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. On default of payment of any sum payable hereunder by the owner/user of any motor vehicle within seven (7) days of a demand therefore, 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 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 upon the expiry of the relevant seven (7) days period be entitled to sell 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 any money due to the Company together with its costs and expenses (including legal fees) incurred in connection therewith. Parking charges for any period up to the date of sale of such motor vehicle shall continue to accrue due and to 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 unless within thirty (30) days after the day on which the relevant motor vehicle is sold thereunder any person satisfies the Company that at the time such motor vehicle became the property of the Company, 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 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 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 speed restriction, traffic flow and no smoking signs displayed in or around this Car Park. Each such user shall give his or her full name and address upon demand being made by the Company at any time whilst the relevant motor vehicle used by him or her is subject to these Conditions of Parking.
11. All users and drivers must follow the regulations and rules laid down in the Road Traffic Ordinance Cap. 374.

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12. Users are not allowed to use the Car Park for any purpose other than parking of the vehicles.
13. The user shall only park the vehicle within one parking space at any time and shall not park in such a way as to cause obstruction or endanger to other users of the Car Park.
14. The users shall not park in the Car Park a vehicle which is, or is likely to be, in such condition as to be dangerous to any person or other vehicle in the Car Park, or which carries any goods or article likely to cause any such danger.
15. The owner and/or user of any motor vehicle parked in this Car Park shall be responsible for any damage to the structure of and/or fixtures or equipment situated in this Car Park 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.
16. Maintenance works, cleaning or washing of vehicles, loading or unloading of goods are prohibited inside the Car Park, except with the prior consent of the Company.
17. Loitering, gambling and littering are prohibited inside the Car Park.
18. The Company shall have the authority to impound or tow away vehicles that are in breach of any of the terms and conditions herein. The Company shall in no circumstances be liable to the user or any person whomsoever in respect of any damage to the car or any other loss hereby caused. Administrative charges of HK\$320 for 1/F carpark / HK\$450 for 2/F carpark for each impounded vehicle or HK\$350 for 1/F carpark / HK\$1,000 for 2/F carpark for each vehicle being towed away are required to be paid to the Company for release of such vehicle impounded or towed away.
19. The Company shall have the authority to refuse any person to become user of the Car Park without giving any reason.
20. No time or other indulgence granted by the Company shall in any way affect its rights under these Conditions of Parking or otherwise.
21. 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, 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. Except 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.
22. Any notice, demand or other communication to be given by the Company in respect of any motor vehicle subject to these Conditions of Parking 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.