

租賃儲物櫃之條款及細則

(A) 請參閱儲物櫃使用者須知

(B) 一般條款及細則

1. 以下詞語及解釋，除非文意另有所指外，有以下含義：

「物件」	指由租用者或按租用者指示放置於儲物櫃內所有物件、行李、物品、財物和其他東西，且如文意所指或許可，包括上述所列出的任何物件；
「儲物櫃」	指管理公司為儲物櫃區域提供的電子儲物櫃，且如文意所指或許可，包括任何其中一個儲物櫃，而「儲物櫃」亦可泛指每個儲物櫃；
「儲物櫃區域」	指香港太古城太古城道 18 號太古城中心 B2/F 停車場大堂，且如文意所指或許可，包括其中任何部分；
「管理公司」	指太古地產管理有限公司，以及其繼承人和受讓人，包括其僱員及代理人；
「租金」	指租用者根據租賃須支付的租金；
「租用者」	指向管理公司租用儲物櫃的一位或多位人士，且如文意所指或許可，包括其中任何一位租用者，而「租用者」亦可泛指每一位租用者；
「租賃」	指租用者根據本條款向管理公司租賃儲物櫃；
「本條款」	指本一般條款及細則以及(如適用)其他由管理公司可能不時施加或訂定的有關租賃及／或租用者使用儲物櫃的條款及細則，連同使用者須知，構成管理公司與租用者之間關於租賃的租賃協議，且如文意所指或許可，包括其中任何條款，而「本條款」亦可泛指每一條本條款；
「使用者須知」	指由管理公司不時為租賃訂定的使用者指南和儲物櫃收費及付款條款。

2. (a) 儲物櫃之運作時間為每日早上 7 時至晚上 11 時(「運作時間」)，管理公司可無須事先經租用者同意或通知租用者更改運作時間。

(b) 在以下任何一個或多個情況下，管理公司均可在任何時候(無論是否在運作時間之內或外)並無須事先經租用者同意及通知租用者，拒絕或暫停租用者或任何人士進入儲物櫃區域及儲物櫃，及／或要求在儲物櫃區域的租用者或任何人士立即離開：

- (i) 如租用者有拖欠其儲物櫃的租金及／或其他到期應繳的款項；或
- (ii) 如有任何違反本條款及／或使用者須知；或
- (iii) 管理公司認為有緊急情況及／或進入儲物櫃區域及／或儲物櫃並不安全。

3. (a) 租用者應充分遵守及依從本條款及使用者須知，並在離去前確保已妥當地關上其儲物櫃門和上鎖。

- (b) 租用者須於使用儲物櫃前根據本條款和使用者須知訂明的時間和方式支付租金，且所有已付租金不予退還。
 - (c) 只有持有儲物櫃有效證據的人士，方可打開儲物櫃並取出其中的物件及(如適用)申領該儲物櫃的遺棄物件(定義見下文)。
 - (d) 管理公司均有權假設持有儲物櫃有效證據的人士是該儲物櫃的租用者，且該租用者是其儲物櫃中物件(包括任何遺棄物件)的擁有人。管理公司無責任作出任何查詢或採取任何行動以確認持有儲物櫃有效證據的人士是相關儲物櫃的租用者和其中的物件的擁有人，管理公司無須承擔該儲物櫃中的物件的任何損失或盜用，亦無須理會該儲物櫃中的物件的應用，亦無須為此負上責任。
4. 租用者須對存入儲物櫃的所有物件完全承擔各方面的風險，在任何情況下管理公司無須承擔物件的任何損壞或損失，不論該損壞或損失是否由管理公司及／或其僱員和代理人的行為、疏忽、失責、遺漏、欺詐或不誠實或任何其他原因造成。
5. (a) 每天晚上 11:00 前或在其租賃時段提前終止時(不論是由於該時段已到期或任何其他原因)，租用者必須清空其儲物櫃及移走該儲物櫃內所有的物件並保持儲物櫃清潔及整齊。
- (b) 於租賃終止後並且在每天晚上 11:00 以後，管理公司可無須事先經租用者同意或通知租用者打開及清空儲物櫃並移走所有物件。
- (c) 在每天晚上 11:00 後或租賃提前終止後留在儲物櫃的物件稱為「**遺棄物件**」，將由管理公司認為合適的方式處理和處置，並由租用者承擔有關費用和風險，管理公司無須為租用者及(如適用)遺棄物件的擁有人及任何其他人士承擔任何責任。
- (d) 如果租用者沒有在其租賃終止後的合理時間內申報並領取遺棄物件，管理公司可無須事先經租用者同意或通知租用者將所有或任何遺棄物品當作廢棄物處理(例如：食物)或交給警方當失物處理。管理公司無須為租用者及(如適用)遺棄物件的擁有人及任何其他人士承擔任何責任。
- (e) 在不損害管理公司的其他權利和賠償之下，租用者必須支付 (i) 管理公司就遺棄物件收取的額外儲存費用及租金，及 (ii) 服務費港幣 100 元(或由管理公司不時收取的金額)(統稱為「**額外費用**」)。不論遺棄物件是否會最終退還予租用者或由管理公司處置，租用者仍須支付額外費用。租用者須按要求立即向管理公司支付額外費用。
6. 在儲物櫃或在儲物櫃區域內及附近都不得放置或遺留垃圾。
7. 如租用者無法開啟其儲物櫃或要取回其儲物櫃內的遺棄物件，租用者應透過太古城中心控制室(電話：2568 2029)聯絡管理公司。
8. 當管理公司認為有必要為了保障其他人的利益或防止其他人蒙受風險或損失時，管理公司有權制止租用者打開其儲物櫃。在任何情況下，管理公司無須為其行為造成的任何損失或損害承擔責任。

9. 在任何時候儲物櫃不得用於：
- (i) 儲放任何違法或非法物品或材料或任何爆炸物品、火器、彈藥或其他易燃、危險或具攻擊性的、令人厭惡的及／或具有腐蝕性的其他物品或材料，或其他管理公司認為是滋擾的或會構成滋擾的物品或材料；或
 - (ii) 作任何違法或非法或不當用途。
10. 如管理公司懷疑一個儲物櫃的使用方式是違反本條款及／或使用須知時，管理公司可無須事先經租用者同意或通知租用者打開此儲物櫃並檢查其中的物品。如果檢查證實了管理公司的懷疑，或租用者違反本條款及／或使用須知，管理公司可無須事先經租用者同意或通知租用者並在任何時間終止此儲物櫃的有關租賃。在此情況下，任何已支付予管理公司的租金或任何其他費用和收費將不會退還予租用者。不論租用者是否得悉其違反本條款及／或使用須知，租用者須全部承擔管理公司及任何第三者所蒙受的損失或損害。
11. (a) 如果租用者忘記其儲物櫃密碼及／或櫃門號碼，租用者應立即通知管理公司(太古城中心控制室電話：2568 2029)，以便協助開啟儲物櫃門。當事人應出示有效證件(護照或香港身份證)予以登記和提供儲物櫃物品的真實情形。管理公司無須為物件擁有人及(如適用)租用者及任何其他人士承擔任何責任。管理公司無須為任何未經授權開啟儲物櫃的行為負責，在每一次為申報人打開一個儲物櫃時，申報人須向管理公司支付服務費港幣 100 元(或由管理公司不時收取的金額)。
- (b) 管理公司有權假設申報人是相關儲物櫃的租用者，並且是該儲物櫃中的物件的擁有人。在打開儲物櫃之前，管理公司無責任作出任何查詢或採取任何行動以確認申報人是否是相關儲物櫃的租用者和該儲物櫃中的物件的擁有人。管理公司無須承擔該儲物櫃中的物件的任何損失或盜用，亦無須理會該儲物櫃中的物件的應用，亦無須為此負上責任。
12. 租用者應全部承擔並須全面地彌償管理公司因以下事項而招致或承受的所有費用、索償、要求、任何人針對管理公司採取的任何種類的訴訟和法律程序及任何損失、賠償、費用及開支：
- (i) 物件(包括遺棄物件)的任何損失或盜用，不論是否由於管理公司為申報人打開儲物櫃或與之關連或其他原因而引致；及
 - (ii) 違反本條款及／或使用須知或與之關連的原因而引致。
13. 儲物櫃只准許其租用者使用。租用者不得將儲物櫃轉讓、轉租或分租予任何其他 人。
14. 管理公司可隨時通過在儲物櫃或儲物櫃區域或附近或在以上任何一個地方張貼通告以修訂本條款，而這些修訂在通告張貼之後應立即視為對租用者有終局性的約束力並為之接受。
15. 在本條款中，除非文意另有所指或許可，詞語中的複數亦包括單數，反之亦然，而具有男性性別的詞語亦包括女性和中性。

16. 本條款的中文版本僅供參考，如中英文版本有任何抵觸，一概以英文版本為準。

TERMS AND CONDITIONS GOVERNING THE RENTAL OF LOCKERS

- (A) See User Information for Lockers
- (B) General Terms and Conditions

1. The following words and expressions shall, unless the context otherwise requires or permits, have the following meanings :

“Items”	means all the items, luggage, articles, property and other objects placed in the Locker by or by order of its Renter and, where the context requires or permits, includes any of them;
“Lockers”	means the electronic luggage lockers provided by the Manager in the Locker Area for the Renting and, where the context requires or permits, includes any of them, and the expression “Locker” means each of these Lockers;
“Locker Area”	means B2/F carpark lobby of Cityplaza (太古城中心), No.18 Taikoo Shing Road, Taikoo Shing, Hong Kong and, where the context requires or permits, includes any part of it;
“Manager”	means Swire Properties Management Ltd. and its successors and assigns and includes its servants and agents;
“Rental”	means the rental from time to time payable by the Renters under the Renting;
“Renters”	means the persons renting the Lockers from the Manager and, where the context requires or permits, includes any of them, and the expression “Renter” means each of these persons;
“Renting”	means the renting of the Locker by the Renter from the Owner in accordance with these Terms;
“Terms”	means these General Terms and Conditions and (where applicable) such other terms and conditions which the Manager may from time to time impose or prescribe in relation to the Renting and/or the use of the Lockers by the Renters which, together with the User Information, constitute the rental agreement between the Manager and the Renter in respect of the Renting, and, where the context requires or permits, includes any of these Terms, and the expression “Term” means each of these Terms;
“User Information”	means the user guide and the locker rental rates and payment terms from time to time prescribed by the Manager for the Renting.

- 2.(a) The operating hours of the Lockers is between **07:00am and 11:00pm** daily (the **“Operating Hours”**), subject to alteration by the Manager without prior consent from, and without prior notice, to the Renters.
- (b) The Manager may at any time (whether during or beyond the Operating Hours) and without prior consent from, and without prior notice to, the Renters, deny or suspend access to the Locker Area and the Lockers by the Renters or any other person and/or require the Renters or any other person for the time being in the Locker Area to leave there immediately in any one or more of the following circumstances :

- (i) if there is any arrears in the Rental and/or other sums due and payable by such Renter for using his Locker; or
 - (ii) if there is any breach of these Terms and/or the User Information; or
 - (iii) if in the opinion of the Manager, there is an emergency and/or when access to the Locker Area and/or the Lockers is unsafe.
- 3.(a) The Renter should duly observe and comply with these Terms and the User Information, and ensure that his Locker door is closed and locked properly before leaving.
- (b) The Renter should pay the Rental in advance at such time and in such manner in accordance with these Terms and the User Information and all Rental paid is non-refundable.
- (c) Only the bearer of a valid proof to a Locker will be allowed to open that Locker and to retrieve the Items therein and (where applicable) claim the Abandoned Items (as defined below) of that Locker.
- (d) The Manager is entitled to presume that the bearer of a valid proof to a Locker is the Renter of that Locker and that the Renter is the owner of the Items (including any Abandoned Items) in his Locker. The Manager is not required to make any enquiry or take any action to verify whether the bearer of a valid proof is the Renter of the relevant Locker and the owner of the Items therein, and shall not be liable for or be concerned to see to the application of or be answerable for any loss or misapplication of the Items.
- 4. All Items deposited in the Locker are deposited entirely at the Renter's own risk in all respects and the Manager shall not in any circumstances be liable for any damage or loss caused to such Items, whether by reason of or resulting from the act, negligence, default, omission, fraud or dishonesty of the Manager and/or their respective servants and agents or otherwise howsoever caused.
- 5.(a) Before 11:00 p.m. in each day or upon earlier termination of the period of his Renting (whether due to the expiry of such period or for any other reason whatsoever), the Renter must clear his Locker and remove all the Items from his Locker leaving it in a clean and tidy condition.
- (b) After the termination of the Renting and at any time after 11:00 p.m. in each day, the Manager may without prior consent from, and without prior notice to, the Renters, open and clear the Lockers and remove all the Items from the Lockers.
- (c) The items left in a Locker after 11:00 p.m. in each day or after any earlier termination of the Renting is known as the "**Abandoned Items**" and will be dealt with and disposed of by the manager at the Renter's costs and risks and in whatever manner as the Manager may think fit without incurring any liability to the Renter and (where applicable) the owner of the Abandoned Items and any other person.
- (d) If the Renter fails to claim and collect the Abandoned Items within reasonable timeframe after the termination of his Renting, the Manager may dispose all the abandoned items or any of them (e.g. food) or hand over to the police as lost property without prior consent form, and without prior notice to, and without incurring any liability to the Renter and (where applicable) the owner of the Abandoned Items and any other person.

- (e) Without prejudice to the other rights and remedies of the Manager, the Renter must pay (i) the extra storage charges and Rental which the Manager may charge on the Abandoned Items, and (ii) a service fee of HK\$100 (or in such amount as charged by the Manager from time to time) (collectively, the “**Extra Charges**”). The Renter is liable to pay the Extra Charges irrespective of whether his Abandoned Items will be eventually returned to him or disposed of by the Manager, which shall be duly paid by the Renter to the Manager.
6. No rubbish should be placed or left in or nearby the Lockers or in the Locker Area.
7. The Renter should contact the Manager at Cityplaza Building Operations Room at telephone no.2568-2029 during the Operating Hours if he is unable to open his Locker or wants to retrieve the Abandoned Items in his Locker.
8. The Manager has the right to stop the Renter from opening his Locker when the Manager deems it necessary in order to protect the interest of or prevent risk or loss to others. The Manager shall not in any circumstances be held liable for any loss or damages resulting from such action.
9. The Locker may not at any time be used for :
- (i) the storage of any illegal or unlawful articles or materials or any explosives, firearms, ammunition or other articles or materials which are inflammable, dangerous or of an offensive, obnoxious and/or corrosive nature, or such other articles or materials which in the opinion of the Manager is or may become a nuisance; or
 - (ii) any illegal or unlawful or improper purposes.
10. If the Manager suspects that a Locker is being used in such manner in contravention of these Terms and/or the User Information, the Manager may without prior consent from, and without prior notice to, the Renter open the Locker and inspect the Items therein. If the inspection substantiates the Manager’s suspicion, or if there is any breach of these Terms and User Information by the Renter, the Manager may terminate the relevant Renting at any time without prior consent from, and without prior notice, to the Renter. In such circumstances, no Rental nor any other fees and charges paid to the Manager will be refunded to the Renter, and the Renter shall be wholly responsible for any loss or damages incurred or suffered by the Manager and any third parties irrespective of whether such breach was to the Renter’s knowledge.
- 11.(a) If any person (the “**Claimant**”) forgot the passcode and/or number of the Locker(s), the Claimant should immediately report to the Manager at Cityplaza Building Operations Room at telephone no. 2568-2029. Upon being reasonably satisfied as to the veracity of such report and registration of the Claimant’s passport / identity card, the Manager shall arrange for Claimant’s Locker(s) to be opened and the contents be retrieved without incurring any liability to the owner of the Items and (where applicable) the Renter and any other person. The Manager shall not be responsible for any unauthorized opening of the Locker. A service fee of HK\$100 (or in such amount as charged by the Manager from time to time) is payable to the Manager each time upon opening of a Locker to the Claimant.

- (b) The Manager is entitled to presume that the Claimant is the Renter to the relevant Locker and the owner of the Items in that Locker. The Manager is not required to make any enquiry or take any action to verify whether the Claimant is the Renter of the relevant Locker and the owner of the Items therein before opening the Locker, and shall not be liable for or be concerned to see to the application of or be answerable for any loss or misapplication of the Items in that Locker.
12. The Renter shall be wholly responsible for and shall fully indemnify the Manager against all costs, claims, demands, actions and legal proceedings whatsoever made upon the Manager by any person and any loss, damages, cost and expense incurred or sustained by the Manager:
 - (i) in respect of any loss or misapplication of the Items (including Abandoned Items), whether resulting from or in connection with the Manager opening the Locker to the Claimant or otherwise howsoever caused; and
 - (ii) in any way resulting from or in connection with any breach of these Terms and/or the User Information.
 13. Only the Renter will be allowed to use the Locker rented to him. The Renter is not allowed to assign, sublet, or underlet the Locker to any other person.
 14. The Manager may from time to time amend these Terms by notice posted at or near the Lockers and the Locker Area or any of them, and such amendment shall be deemed to be conclusively binding on and accepted by the Renters immediately after the posting of such notice.
 15. In these Terms, unless the context otherwise requires or permits, words importing the plural include the singular and vice versa, and words importing a masculine gender include feminine and neuter genders.
 16. The Chinese version of these Terms is for reference only and if there is any conflict between the English and the Chinese versions, the English version shall prevail.