

CITYGATE OUTLETS CARPARK
CONDITIONS OF PARKING AND USE OF CARPARK

CONDITIONS UPON WHICH MOTOR VEHICLES
(INCLUDING MOTORCYCLES) ARE ACCEPTED FOR PARKING
AND UPON WHICH PERSONS MAY ENTER THIS CARPARK

- (1) The driver of a motor vehicle in respect of which a monthly ticket has been issued shall upon entering and leaving the carpark produce the ticket for inspection.
- (2) Any driver without a monthly ticket shall enter and exit the carpark using either a valid Octopus or Visa Card or Master Card in respect of his vehicle. No cash is accepted.
- (3) Swire Properties Management Limited ("the Company") may permit any person to remove any motor vehicle from this carpark upon such person producing a valid card 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 valid card is produced or until so satisfied by such evidence.

The Company, the owner of the carpark and their agents and employees 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 caused by permitting any person not authorised or entitled to remove the same to do so.
- (4) The company, the owner of the carpark and their agents and employees will not be responsible for the loss of or damage to any motor vehicle or any of its accessories or contents or any article being worn or carried by any person in or near the carpark howsoever such loss or damage is caused and whether or not such loss or damage is in any way due to any negligent act or omission on the part of the Company, the owner of the carpark, their employees, agents or contractors.
- (5) (i) The driver of a vehicle who uses or proposes to use the carpark and any person who enters or proposes to enter the carpark shall:
 - (a) obey all directions given to him by an employee of the Company and all signs and signals within the carpark, and
 - (b) on demand by an employee of the Company produce his card for inspection and give his name and address to such employee.

- (ii) The driver of a vehicle who uses the carpark shall not:-
 - (a) park the vehicle in any part of the carpark other than within the lines indicating the space in which a vehicle is to be parked,
 - (b) park any vehicle in any space marked "reserved" unless he is authorised to do so by the Company.
- (iii) Any vehicle which is not parked properly within a demarcated parking space may be impounded by fixing an immobilization device and will only be released on payment of an immobilization administration fee and the accrued parking fee.
- (iv) No driver shall park in the carpark a vehicle which is, or is likely to be, or danger to any person or other vehicle in the carpark or which carries any dangerous goods or other goods and articles likely to cause any such danger.
- (v)
 - (a) Upon parking a vehicle in the carpark the driver and all passengers in the vehicle shall leave the carpark as soon as practicable by the exits provided.
 - (b) No person shall remain in the carpark after he has been ordered by an employee of the Company to leave.
 - (c) Vehicles must be removed from the carpark immediately upon payment of the parking fee otherwise an additional fee must be paid.
 - (d) **Full parking fees are payable for vehicles stationed in the carpark due to mechanical or other failures.**
- (6) If a driver fails to produce a valid card, the driver shall before removal of the vehicle from the carpark pay a fee calculated from 7:00a.m. on the day on which the vehicle entered the carpark.
- (7)
 - (i) The Company shall have a general lien upon and right of retention of any motor vehicle, together with its accessories and contents, until all fees and other sums due to the Company hereunder are paid in full.
 - (ii) Where a vehicle appears to have been parked or allowed to wait in contravention of these Conditions or default is made in payment of the fees or any sum payable hereunder or a vehicle is parked for more than 7 consecutive days, any employee of the Company may impound and immobilize or remove the vehicle to any part of the carpark or the Company's premises or to any other place which the Company thinks fit.
 - (iii) Any vehicle impounded under paragraph (ii) may be retained by the Company until:-

- (a) there is paid at the Company an immobilization administration fee or a removal fee, as the case may be, together with a storage fee calculated at the same rate as the parking fee that would have been payable if the vehicle had been properly parked in the carpark during the period for which it was left in the carpark or retained under this paragraph, or
- (b) the vehicle is released by order of a court.
- (iv) Where a vehicle is impounded under this condition the Company shall forthwith give notice in writing thereof to the owner, if he can be found. If, within one month after the date on which such notice is sent or, if notice cannot be given, after the date of impounding, the vehicle is not claimed and the fees and any other sum payable hereunder are not paid in full, property and title in the vehicle and its contents shall automatically pass to the Company. The Company may thereafter sell the vehicle and its contents by public auction or otherwise and recover from the proceeds of the sale any moneys due to the Company together with its costs and expenses incurred in connection therewith. Parking fees for any period up to the date of sale of such motor vehicle shall continue to accrue and be payable as herein provided. The Company shall not be accountable to any person for the balance of the proceeds of sale, if any, unless within 30 days of the sale they are claimed by a person who can satisfy the Company they are entitled thereto. In exercising the right of sale, the Company shall not be deemed to be acting as trustee and shall not be under any duty to obtain the best or any reasonable price.
- (8) The fees payable for the use of the carpark shall be in accordance with the Fees Notice displayed by the Company and are payable on demand.
- (9) Except as authorised in writing by the Company, no employee or agent of the Company has the authority to vary, add or waive any of these Conditions.
- (10) Signature is not required if paid by Hong Kong Visa or Master Card.
- (11) If Octopus card, Visa or Master Card is damaged or fails to work, the Company is not authorised to handle or take the responsibility. The driver should liaise with corresponding bank.

EXCLUSION OF LIABILITY NOTICE

1. The manager and the owner of the carpark 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 caused by permitting any person not authorised or entitled to remove the same to do so.

2. The manager and the owner of the carpark will not be responsible for the loss of or damage to any motor vehicle or any of its accessories or contents or any article being worn or carried by any person in or near the carpark howsoever such loss or damage is caused and whether or not such loss or damage is in any way due to any negligent act or omission on the part of the manager or the owner of the carpark, their employees, agents or contractors.

Please refer to the full Conditions of Parking and Use of Carpark at the entrance and Citygate website.

(VARIABLE PARKING RATES)

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|-----|------------------------|--------------------|
| (1) | Impoundment fee | : HK\$ 320 |
| (2) | Removal fee | : HK\$ 350 |
| (3) | Additional Impoundment | |
| | Charge after 24 hours | : HK\$ 320 per day |

東薈城名店倉

停車場泊車及使用條件

機動車輛(包括電單車)獲准泊車及任何人士獲准進入本停車場之條款及細則

- (1) 獲發月票之機動車輛駕駛人士在進入和離開本停車場時須出示月票供查看。
- (2) 未持有本停車場月票之駕駛人士進入和離開本停車場請使用八達通卡、Visa 或 Master 卡，不接受現金。
- (3) 太古地產物業有限公司(“本公司”)可准許任何人士從本停車場移走任何機動車輛惟該人士須出示有效泊車票或向本公司提供以其獨有之絕對酌情決定權認為滿意之授權移走該車輛或有權移走該車輛之證明。本公司可保留任何機動車輛直至獲出示該泊車票或直至該證明令本公司滿意。

本公司，停車場之業主或其代理人或僱員毋須負疏忽責任亦毋須對由於准許未經授權或無權移走機動車輛人士移走車輛而導致任何機動車輛或其任何附件或所含物件之損失或損害而引起的任何其他訴因負有責任。

- (4) 本公司，停車場之業主及其代理人及僱員對任何機動車輛或其任何附件或所含物件或由任何在停車場內或在停車場附近人士穿戴或攜帶之任何物品之損失或損害概無責任不論該損失或損害是如何發生，亦不論該損失或損害是否由於本公司，停車場之業主、其僱員、代理人或承辦商之任何疏忽行為或忽略而引致。
- (5) (i) 使用或擬使用停車場之車輛駕駛人士及進入或擬進入停車場之任何人士須：-
 - (a) 聽從本公司僱員向彼作出的一切指示及依從停車場內之一切標示及訊號，及

- (b) 按本公司僱員要求出示彼之泊車票供查看並向該僱員提供彼之姓名及地址。
- (ii) 車輛駕駛人士使用停車場時不可：
 - (a) 將車輛停泊在停車場內指定泊車位界線以外之任何地方。
 - (b) 將車輛停泊在有“預留” (“Reserved”)標示之任何車位除非獲本公司授權可予停泊。
- (iii) 任何非正確地泊在劃界泊車位之車輛可被裝上固定裝置將之扣押並僅在繳付車輛扣押行政費及累積泊車費後方可被釋放。
- (iv) 任何駕駛人士不得將會對或可能會對停車場內任何人士或停車輛構成危險之車輛或載有任何危險貨物或可能引起危險的其他貨物或物品之車輛停泊在停車場內。
- (v)
 - (a) 車輛停泊在停車場後，車輛之駕駛人士及所有乘客均須盡快由出口處離開停車場。
 - (b) 任何人士經本公司僱員指令其離開後均不得滯留在停車場內。
 - (c) 車輛必須於繳付後立即離開，否則需繳付額外費用。
 - (d) 因機件或其他故障停留於停車場之車輛需繳足額泊車費。
- (6) 駕駛人士倘未能出示泊車票則須於車輛駛離停車場之前繳付按該車輛進入停車場當日上午 7 時起計算之泊車費。
- (7)
 - (i) 本公司對任何車輛連同其附件及所含物件可有一般留置權及扣留權直至所有費用及本條件項下對本公司之其他欠款悉數繳清。
 - (ii) 倘車輛看似已違背本條件地停泊或等候或未繳付費用或未繳付本條件項下應支付之任何款額或車輛連續停泊 7 天以上時，本公司之任何僱員可將該車輛扣押，固定或移走至停車場或本公司樓宇之任何地方或本公司認為適當之任何其他地方。

- (iii) 根據(ii)節扣押之任何車輛可由本公司保留直至：-
 - (a) 向本公司繳付車輛扣押行政費或車輛移走費(視情況而定)連同保管費，保管費按與泊車費相同收費率計算，一如該車輛在被留置在停車場期間或依據本節規定被保留期間在停車場停泊時應繳付之費用相同。
 - (b) 奉法院諭令釋放車輛。
 - (iv) 依據本條件扣押之車輛倘能找到車主，本公司須即時向車主發出書面有關通知。若於該通知發出日期後 1 個月內，或若通知無法發出時，在扣押日期後 1 個月內該車輛無人認領及費用及本條件下應付之任何其他款額均未獲悉數繳付，則車輛及其所含物件之產權須自動轉歸本公司。本公司隨後可將車輛及其所含物件公開拍賣或以其他方式出售並可從該售賣收益中收回欠本公司之任何欠款連同與售賣有關引致之費用及開支。該車輛直至售賣日期之任何時期的泊車費須繼續累積並按本條件規定繳付。本公司毋須向任何人士交待售賣收益之餘額(如有)除非有關追討於售賣後 30 日之內由使本公司確信有權追討之人提出。本公司於行使出售權時不可視作以受託人身份行事，本公司亦無職責獲取最佳或任何合理價格。
- (8) 使用停車場應付之費用須按本公司所示收費告示，一經承索即須繳付。
- (9) 除本公司以書面作出授權者外，本公司任何僱員或代理人均無權對本條件任何部分作出更改，增添或省免。
- (10) 使用 Visa、Master 卡繳費，無需簽名。
- (11) 如使用八達通卡或 Visa 或 Master 卡損壞或失靈，本公司並不授權處理或責任承擔，駕駛人士需要向有關港鐵站售票處或所屬銀行辦理事宜。

豁免責任告示

- (1) 本公司及停車場之業主及其代理人及僱員毋須負疏忽責任亦毋須對由於准許未經授權或無權移走機動車輛人士移走車輛而導致任何機動車輛或其任何附件或所含物件之損失或損害而引起的任何其他訴因負有責任。
- (2) 本公司及停車場之業主及其代理人及僱員對任何機動車輛或其任何附件或所含物件或由任何在停車場內或在停車場附近人士穿戴或攜帶之任何物品之損失或損害概不負責不論該損失或損害是如何發生，亦不論該損失或損害是否由停車場之經理或業主、其僱員、代理人或承辦商之任何疏忽行為或忽略而引致。

請參閱停車場入口及東薈城網站之泊車及使用條件全文。

收費告示

- (1) 車輛扣押費 : HK\$320
- (2) 車輛移走費 : HK\$350
- (3) 24 小時後額外扣押費 : 每日 HK\$320