

Lee Garden Three Car Park

Conditions of Use & Rules and Regulations

1. Definition:

In these Conditions of Use & Rules and Regulations:-

- (a) The Car Park described above is referred to as “the Car Park”.
- (b) Drivers and Owners of motor vehicles that enter the Car Park are referred as “Licensees”.
- (c) The Manager of the Car Park and the Owner of the Car Park are collectively referred to as “the Management”.

Conditions of Use for Hourly Parking

- 2. (a) The Car Park is open during the operating hours displayed at the entrance of the Car Park/Shroff’s office, the Management has the discretion to change the operating hours.
 - (b) The maximum parking hours for hourly parking shall be 48 hours and the maximum parking hours for monthly licensees shall be for the period of the licence.
 - (c) The calculation of the parking hour(s) is based on the time clock of the Car Park.
 - (d) For reserved parking users of 'Southbound Travel for Guangdong Vehicles' designated parking spaces, any stay exceeding the reserved period shall be subject to the applicable hourly parking fee.
- 3. (a) The Management charges a minimum parking fee and at a unit parking rate displayed at the entrance of the Car Park/Shroff’s office for the period for which the vehicle remains in the Car Park. The Management may at its discretion vary the unit parking rate at any time.
 - (b) In case of lost parking tickets/entry permits, subject to (17) below parking fee will be charged for a minimum of 24 hours or parking fee for any longer hours according to the records of the Car Park, whichever is the higher.
 - (c) The Management may at its discretion charge additional unit parking rate if the Licensees do not leave the Car Park within 15 minutes of paying their parking charges.
- 4. Licensees shall pay their parking fees at the Car Park shroff’s office or at the exit of the Car Park as shall be indicated before leaving.

Rules and Regulations applying to all Licensees

- 5. Licensees must comply with all reasonable directions given by the Management and its servants or agents whether verbal or written in relation to the use of the Car Park, including but not limited to refraining from parking at reserved parking spaces, compliance with prohibitory signs, prohibition against smoking, car repair or speed restrictions given to regulate the traffic flow therein. Licensees shall give his or her full name and address upon demand being made by the Management at any time whilst the vehicle is subject to these Conditions of Use & Rules and Regulations.
- 6. (a) Licensees shall be liable to pay damages and administrative fee of 15% of the total compensation amount to the Management in respect of destruction or damage caused by them, their motor vehicles or their passengers to the Car Park premises including but not limiting to its walls, structures, fixtures or fittings.
- (b) Licensees shall be liable to pay damages and administrative fee of 15% of the total compensation amount to the Management in respect of destruction or damage

or injury caused by them, their motor vehicles or their passengers to property or person inside the Car Park premises. Licensees shall indemnify the Management against claims demands actions proceedings loss and damages to third party for destruction or damage injury caused by them, their motor vehicles or their passengers within the Car Park premises.

(c) In the event of destruction or damage under (6) (a) or (6) (b) above, the damages include the costs for repairing or replacing the same. Repair or replacement costs certified by the Management shall be conclusive and binding upon the Licensees. Until such time that the repair or replacement costs is paid, the Management shall have the rights mentioned under (17) below.

7. The Management will not accept and its servants or agents do not have authority to accept any article, object or thing whatsoever from the Licensees or their passengers for safe custody.
8. The Carparking Space shall not be used for any purpose other than the parking of a private car with valid licence and registration documents. Only the Permitted Vehicle will be permitted to use the Carparking Space. In particular but without prejudice to the generality of this provision, the Carparking Space shall not be used for permanent storage or display or other commercial purpose whatsoever.
9. In the event that any motor vehicle, having entered into the Car Park, causes an obstruction to the traffic flow within this Car Park or stands in a no-parking or reserved area or space, the Management may remove and/or impound the vehicle without prior notice to its owner or user, who shall pay such administration fee to the Management for handling such vehicle and shall not be entitled to claim any compensation against the Management in connection with its handling of the vehicle.
10. The Licensees shall not allow all leaks or hydraulic leaks or any substance or thing whatsoever to escape from the Licensee's vehicle. The Licensee shall be responsible for the costs of and shall indemnify the Management against all claims actions demands or proceedings arising from any oil leak or hydraulic leak or escapes of substance or thing from the Licensee's vehicle.
11. No vehicle shall exceed the speed limit imposed for circulation traffic within the Car Park at any time.
12. Vehicles in the Car Park shall not carry any offensive or dangerous goods or thing.
13. Licensees shall not board up or erect any structure or shed or post whether temporary or permanent on the Carparking Spaces nor paint over alter or deface any marking or numbering of the Carparking Space.
14. The Licensee shall occupy the Carparking Space at his own risk, the Management shall not be liable for any loss or damage whatsoever arising from or incidental to the Licensee's use of the Carparking Space not caused by the negligence or default of the Management. In particular but without affecting the generality of this condition, the Management shall not be responsible for any theft loss or damage to vehicles or accessories or for any other damage loss or injury to any person or thing arising from accidents or in any manner whatsoever from the use of such Carparking Space or occurring in the Car Park not due to the negligence of the Management.
15. The Licensee shall indemnify the Management against any claim action demand proceedings arising from any breach of these Condition of Use & Rules and Regulation, or from the Licensee's use of the Car Park.
16. Licensees, except the 24-hour parking licensees, are required to pay the additional parking fees if their arrival or departure time exceeds that allowed in the licence/parking tickets/entry permits.

17. The Management shall have a general lien upon the motor vehicles and their accessories until all parking charges have been fully paid or the liabilities of the Licensees to the Management have fully discharged. Until the parking charges have been paid and the liabilities have been discharged as aforesaid, the Management may detain, remove or dispose of the motor vehicles in question together with their contents in such manner as in its absolute discretion thinks fit.
18. The Management shall be entitled, without any compensation to the Licensee or any other person whomsoever, to:-
 - (i) refuse entry of any vehicle to the Car Park by any Licensee who does not produce a valid parking ticket/entry permits, or the vehicle carplate number(s) is not validly registered with the Management.
 - (ii) close the Car Park at any time in cases of emergency or on such occasions as the Management deems necessary for security or for the protection of person or property.
 - (iii) require the Licensee to vacate the Licensee's vehicle from the Car Park on such occasions as the Management may deem necessary for security or protection of person or property.
 - (iv) arrange for any vehicle not displaying a valid registration document to be towed or otherwise removed from the Car Park at Licensee's Cost.
 - (v) arrange for any vehicle to be towed or removed from the Car Park on such occasions as the Management may deem necessary for the protection of person or property.
 - (vi) exercise the right to impound remove and dispose of any vehicle and all other rights relating thereto under the Road Traffic Ordinance and Regulations and any other relevant law, rules or regulation in Hong Kong.
19. For any vehicle remaining in the Car Park beyond the permitted maximum parking hours by over one hour, the Management shall be entitled to arrange for such vehicle to be towed or removed from the Car Park at the Licensee's costs without any liability whatsoever to the Licensees or other owner of such motor vehicle and the Licensee shall indemnify the Management against all claims actions demands proceedings loss and damages cost and expense.
20. (a) The Management is only obliged to release the motor vehicles to anyone who produces:-
 - (i) the relevant parking ticket/entry permits properly endorsed with receipt of payment; or
 - (ii) the relevant valid monthly parking permit.(b) In the event of lost parking ticket/entry permits, the Management has a discretion to release the motor vehicle to any who:-
 - (i) produces evidence of ownership of the motor vehicles in question which in the Management's opinion is satisfactory; or
 - (ii) produces a copy of the loss report issued by the Hong Kong Police Force; or
 - (iii) such evidence of identity as the Management may request; and
 - (iv) duly pays all charges.
21. The carpark control system and the payment system are provided and operated by independent third-party vendors. The Management is not responsible for any claims actions demands proceedings losses and damages whatsoever arising out of the use or operation or malfunctioning of the carpark control system or the payment system.
22. Each and every part of the clause sub-clause term condition stipulation or provision in these Conditions of Use & Rules and Regulations shall be construed as an independent and severable part of the clause sub-clause term condition stipulation or provision. In the event that any part of the clause sub-clause term condition stipulation or provision is found to be illegal invalid or unenforceable such part of the clause sub-clause term condition stipulation or provision shall be deemed to have been severed from these Condition of Use & Rules and Regulations and shall not affect the validity and enforceability of the other part of the clause sub-clause

term condition stipulation or provision and the other clauses sub-clauses terms conditions stipulations or provisions.

23. These Condition of Use & Rules and Regulations shall be subject to change from time to time in the Management's absolute discretion without any prior notice. In case of dispute, the Management's decision shall be final and binding.

利園三期停車場

使用條件和規則及規例

1. 釋義:

在本使用條件和規則及規例中，

- (a) 上述停車場稱為「停車場」。
- (b) 駛入停車場之車輛之司機及車主稱為「租用方」。
- (c) 停車場之管理公司及停車場業主之統稱「管方」。

時租車位之使用條件

- 2. (a) 停車場乃於停車場/繳費處入口顯示之營業時間內開放，管方有全權更改營業時間。
- (b) 時租車位之最長泊車時數為 48 小時，月租車位之最長泊車時數為準用證之期限。
- (c) 泊車時數乃按停車場之計時器計算作準。
- (d) 預約使用「粵車南下」專用車位如超出預約時間離開，將按時租收費計算額外泊車費用。
- 3. (a) 管方根據停車場/繳費處入口顯示之最低泊車費及車輛停留於停車場之時間按時段收費。管方有權隨時更改每時段之泊車費。
- (b) 倘若遺失泊車票/入場許可，在下文第(17)條之規限下，將收取至少 24 小時之泊車費或根據停車場記錄顯示已停留更長時間之泊車費，上述兩者以較高者為準。
- (c) 倘若租用方於繳付泊車費後 15 分鐘內仍未離開停車場，管方有權收取額外多一節時間之泊車費。
- 4. 租用方須按管方所示於停車場繳費處或停車場出口繳付泊車費，方可離開停車場。

適用於所有租用方之規則及規例

- 5. 租用方必須遵從管方及其僱員或代理人就使用停車場而發出之一切合理指令(口頭或書面)，包括但不限於禁停泊在預留車位，遵從禁制標誌，禁止吸煙或修理車輛條款或規管車輛流量制訂之車速限制。當車輛受此等使用條件和規則及規例規限時，租用方須隨時在管方要求下提供其全名及地址。
- 6. (a) 租用方須就本身、其車輛或乘客對停車場(包括但不限於牆壁、結構、固定裝置或室內設備)引致之破壞或損毀而向管方負責及支付損害賠償及總賠償金額的 15%作為行政費。
- (b) 租用方須就本身、其車輛或乘客對處於停車場內之財物或人身所引致之破壞、損毀或傷害向管方負責及支付損害賠償引致之破壞或損毀而向管方負責、支付損害賠償及總賠償金額的 15%作為行政費。租用方須就本身、其車輛或乘客對處於停車場內引致之破壞、損毀或傷害所導致之索償、索求、訴訟、法律程序、第三者損失及損害賠償向管方作出彌償。
- (c) 上文條款(6)(a)或(6)(b)所指之破壞或損毀的損害賠償包括修理或更換受損部分之費用。上述修理或更換費根據管方核證作最終定論，對租用方具約束力。在修理或更換費用未繳付之前，管方可行使下文第(17)條所述權利。
- 7. 管方將不受托保管而其僱員或代理人亦無權受托保管租用方或其乘客任何物件。
- 8. 除停泊擁有有效執照及登記文件之私家車以外，泊車位不得用作任何其他用途。只有經允許之車輛才獲准使用泊車位。尤其是，但在不影響本條文之一般性原則下，泊車位不得用作貯存或展示或任何其他商業用途。
- 9. 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，管方不須事先通知該車輛車主或使用人將該車輛移走和扣押。該車輛車主或使用人須向管方繳付有關之手續費並且無權就車輛被移走和扣押向管方要求賠償。

10. 租用方不得容許其車輛漏出汽油或水或滲出其他任何物質。租用方須負責因其車輛漏出汽油或水或滲出其他任何物質所致之一切索償、訴訟、索求或法律程序之訟費，並須向管方作出彌償。
11. 任何車輛於任何時間均不得超逾為維持停車場內交通暢順而實施之時速限制。
12. 停車場內之車輛不得裝載厭惡性或危險貨物或物品。
13. 租用方不得在泊車位釘起圍板或豎立任何搭建物、棚架或木柱(不論屬臨時或永久性質)，亦不得油髹掃、更改或塗污泊車位之任何標誌或編號。
14. 租用方使用泊車位時須自行承擔風險，管方毋須就租用方在使用泊車位時引致或連帶引致之任何損失或損毀(並非因管方疏忽或失責引致者)而負責。尤其是，(但在不影響本條款之一般性原則下)管方毋須為車輛或其附帶物有任何失竊或損毀，或因使用泊車位或在停車場內發生意外引致任何人仕或物件之其他損毀、損失或受傷(並非因管方疏忽引致者)而負責。
15. 租用方須就因違反本使用條件和規則及規例或使用停車場而引致之任何索償、訴訟、索求或法律程序而向管方作出彌償。
16. 租用方(獲准 24 小時泊車者除外)如於准用證/泊車票/入場許可容許之時間外抵達或離開停車場須繳付額外泊車費。
17. 在租用方未悉數繳付泊車費或租用方對管方之法律責任未完全解除之前，管方對車輛及其附帶物擁有一般留置權。在泊車費獲繳付及法律責任獲解除之前，管方有全權按其認為合適之方式，扣留、移走或處置有關車輛(連同車內物件)。
18. 管方有權在毋須向租用方或任何其他人士作出賠償之情況下行使下列措施：
 - (i) 拒絕未能出示有效泊車票/入場許可之車輛、或拒絕未有予管方登記車牌之車輛駛入停車場。
 - (ii) 如發生緊急事故或管方認為有需要保護人身或財物安全情況下，隨時關閉停車場。
 - (iii) 在管方認為有需要保護人身或財物安全情況下，要求租用方將租用之車輛駛離停車場。
 - (iv) 安排拖走或用其他方法移去未能展示有效登記文件之車輛，其費用由租用方負責支付或彌償。
 - (v) 在管方認為保護人身或財物安全所需下，安排將任何車輛拖走或移離停車場。
 - (vi) 行使扣管，移走及處置任何車輛之權利以及根據道路交通條例及規則及香港任何其他有關法例、規則或規例附予之一切其他權利。
19. 如車輛在停車場內逗留超過獲准最高停泊時數逾一小時，管方有權安排車輛拖走或移離停車場，費用一概由租用方承擔，管方毋須向租用方或該車輛之其他擁有人負上任何法律責任，而租用方須就一切索償、訴訟、索求、法律程序、損失及損害賠償、訟費及開支而向管方作出彌償。
20. (a) 管方僅須向出示以下文件之任何人釋放車輛：
 - (i) 妥為註明已收取付款之有關泊車票/入場許可；或
 - (ii) 有效之每月泊車許可證。(b) 假如遺失泊車票/入場許可，管方有權向能出示以下文件之任何人釋放車輛：
 - (i) 出示管方認為滿意之有關車輛擁有權之證據；或
 - (ii) 出示由香港警方簽發之遺失報告副本；或
 - (iii) 出示管方所要求之身份證明；及
 - (iv) 已繳付所有費用。
21. 停車場控制系統及付款系統由獨立供應商提供及操作。管方對於因停車場控制系統及付款系統的使用或操作或故障而引起的所有索償、訴訟、索求、法律程序、損失及損害一概不負責任。
22. 本使用條件和規則及規例中之每項及每部分條款、條件、規定或條文，均詮釋為獨立及可分割之條款、條件、規定或條文。假如該等條款、條件、規定或條文之任何部份被發現不合法、無效或不可強制執行，則該部份之條款、條件、規定或條文將被視為不再屬於本使用條件和規則及規例之部份，不會影響該等條款、條件、規定或條文之其他部份及其他條款、條件、規定或條文之有效性及可強制執行性。

23. 管方有全權不時更改本使用條件和規則及規例而毋須作事先通知。如有爭議，管方的決定為最終結論，並具有約束力。

利园三期停车场

使用条件和规则及规例

1. 释义：

在本使用条件和规则及规例中，

- (a) 上述停车场称为「停车场」。
- (b) 驶入停车场之车辆之司机及车主称为「租用方」。
- (c) 停车场之管理公司及停车场业主之统称管方。

时租车位之使用条件

- 2. (a) 停车场乃于停车场/缴费处入口显示之营业时间内开放，管方有全权更改营业时间。
 - (b) 时租车位之最长泊车时数为 48 小时，月租车位之最长泊车时数为准用证之期限。
 - (c) 泊车时数乃按停车场之计时器计算作准。
 - (d) 预约使用「粤车南下」专用车位如超出预约时间离开，将按时租收费计算额外泊车费用。
- 3. (a) 管方根据停车场/缴费处入口显示之最低泊车费及车辆停留于停车场之时间按时段收费。管方有权随时更改每时段之泊车费。
 - (b) 倘若遗失泊车票/入场许可，在下文第 (17) 条之规限下，将收取至少 24 小时之泊车费或根据停车场记录显示已停留更长时间之泊车费，上述两者以较高者为准。
 - (c) 倘若租用方于缴付泊车费后 15 分钟内仍未离开停车场，管方有权收取额外多一节时间之泊车费。
- 4. 租用方须按管方所示于停车场缴费处或停车场出口缴付泊车费，方可离开停车场。

适用于所有租用方规则及规例

- 5. 租用方必须遵从管方及其雇员或代理人就使用停车场而发出之一切合理指令（口头或书面），包括但不限于禁停泊在预留车位，遵从禁制标志，禁止吸烟或修理车辆条款或规管车辆流量制订之车速限制。当车辆受此等使用条件和规则及规例规限时，租用方须随时在管方要求下提供其全名及地址。
- 6. (a) 租用方须就本身、其车辆或乘客对停车场（包括但不限于墙壁、结构、固定装置或室内设备）引致之破坏或损毁而向管方负责及支付损害赔偿及总赔偿金额的 15%作为行政费。
 - (b) 租用方须就本身、其车辆或乘客对处于停车场内之财物或人身所引致之破坏、损毁或伤害向管方负责及支付损害赔偿引致之破坏或损毁而向管方负责、支付损害赔偿及总赔偿金额的 15%作为行政费。租用方须就本身、其车辆或乘客对处于停车场内引致之破坏、损毁或伤害所导致之索偿、索求、诉讼、法律程序、第三者损失及损害赔偿向管方作出弥偿。
 - (c) 上文条款 (6) (a) 或 (6) (b) 所指之破坏或损毁的损害赔偿包括修理或更换受损部分之费用。上述修理或更换费根据管方核证作最终定论，对租用方具约束力。在修理或更换费用未缴付之前，管方可行使下文第 (17) 条所述权利。
- 7. 管方将不受托保管而其雇员或代理人亦无权受托保管租用方或其乘客任何对象。
- 8. 除停泊拥有有效执照及登记文件之私家车以外，泊车位不得用作任何其他用途。只有经允许之车辆才获准使用泊车位。尤其是，但在不影响本条文之一般性原则下，泊车位不得用作期贮存或展示或任何其他商业用途。
- 9. 倘任何车辆在本停车场内构成交通阻塞或于专用或不准泊车范围或位置停泊，管方不须事先通知该车辆车主或使用人将该车辆移走和扣押。该车辆车主

或使用者须向管方缴付有关之手续费并且无权就车辆被移走和扣押向管方要求赔偿。

10. 租用方不得容许其车辆漏出汽油或水或渗出其他任何物质。租用方须负责因其车辆漏出汽油或水或渗出其他任何物质所致之一切索偿、诉讼、索求或法律程序之讼费，并须向管方作出弥偿。
11. 任何车辆于任何时间均不得超逾为维持停车场内交通畅顺而实施之时速限制。
12. 停车场内之车辆不得装载厌恶性或危险货物或物品。
13. 租用方不得在泊车位钉起围板或暨立任何搭建物、棚架或木柱（不论属临时或永久性质），亦不得油髹扫、更改或涂污泊车位之任何标志或编号。
14. 租用方使用泊车位时须自行承担风险，管方毋须就租用方在使用泊车位时引致或连带引致之任何损失或损毁（并非因管方疏忽或失责引致者）而负责。尤其是，（但在不影响本条款之一般性原则下）管方毋须为车辆或其附带物有任何失窃或损毁，或因使用泊车位或在停车场内发生意外引致任何人仕或对象之其他损毁、损失或受伤（并非因管方疏忽引致者）而负责。
15. 租用方须就因违反本使用条件和规则及规例或使用停车场而引致之任何索偿、诉讼、索求或法律程序而向管方作出弥偿。
16. 租用方（获准 24 小时泊车者除外）如于准用证/泊车票/入场许可容许之时间外抵达或离开停车场须缴付额外泊车费。
17. 在租用方未悉数缴付泊车费或租用方对管方之法律责任未完全解除之前，管方对车辆及其附带物拥有一般留置权。在泊车费获缴付及法律责任获解除之前，管方有全权按其认为合适之方式，扣留、移走或处置有关车辆（连同车内对象）。
18. 管方有权在毋须向租用方或任何其他人士作出赔偿之情况下行使下列措施：
 - (i) 拒绝未能出示有效泊车票/入场许可之车辆、或拒绝未有予管方登记车牌之车辆驶入停车场。
 - (ii) 如发生紧急事故或管方认为有需要保护人身或财物安全情况下，随时关闭停车场。
 - (iii) 在管方认为有需要保护人身或财物安全情况下，要求租用方将租用之车辆驶离停车场。
 - (iv) 安排拖走或用其他方法移去未能展示有效登记文件之车辆，其费用由租用方负责支付或弥偿。
 - (v) 在管方认为保护人身或财物安全所需下，安排将任何车辆拖走或移离停车场。
 - (vi) 行使扣管，移走及处置任何车辆之权利以及根据道路交通条例及规则及香港任何其他有关法例、规则或规例附予之一切其他权利。
19. 如车辆在停车场内逗留超过获准最高停泊时数逾一小时，管方有权安排车辆拖走或移离停车场，费用一概由租用方承担，管方毋须向租用方或该车辆之其他拥有人负上任何法律责任，而租用方须就一切索偿、诉讼、索求、法律程序、损失及损害赔偿、讼费及开支而向管方作出弥偿。
20. (a) 管方仅须向出示以下文件之任何人释放车辆：
 - (i) 妥为注明已收取付款之有关泊车票/入场许可；或
 - (ii) 有效之每月泊车许可证。(b) 假如遗失泊车票/入场许可，管方有权向能出示以下文件之任何人释放车辆：
 - (i) 出示管方认为满意之有关车辆所有权之证据；或
 - (ii) 出示由香港警方签发之遗失报告副本；或
 - (iii) 出示管方所要求之身份证明；及
 - (iv) 已缴付所有费用。
21. 停车场控制系统及付款系统由独立供应商提供及操作。管方对于因停车场控制系统及付款系统的使用或操作或故障而引起的所有索偿、诉讼、索求、法律程序、损失及损害一概不负责任。
22. 本使用条件和规则及规例中之每项及每部分条款、条件、规定或条文，均诠释为独立及可分割之条款、条件、规定或条文。假如该等条款、条件、规定或条文之任何部份被发现不合法、无效或不可强制执行，则该部份之条款、条件、规定或条文将被视为不再属于本使用条件和规则及规例之部份，不会

影响该等条件款、条件、规定或条文之其他部份及其他条款、条件、规定或条文之有效性及可强制执行性。

23. 管方有全权不时更改本使用条件和规则及规例而毋须作事先通知。如有争议，管方的决定为最终结论，并具有约束力。