

## **Terms and Conditions 使用條款**

1. This Charging Station and Charging System are provided and installed by the third-party service provider for EV charging its electric vehicles at Hysan carpark.

本充電站及充電系統由第三方服務供應商安裝及提供，用於提供充電服務予停泊在希慎停車場之電動車。

2. Users undertake to comply with the “Owner’s Manual” of your electric vehicles, and the “Owner’s Manual” of the third-party service provider’s electric vehicles in the operation of the Charging Station and/or Charging System.

車主使用此充電系統時，須承諾依照閣下電動車之用戶指南，及本第三方服務供應商充電站及/或充電系統之「用戶指南」指示使用。

3. Users are solely responsible for ensuring that the charging is carried out safely and to avoid any injury to any person or damage to property.

In particular, users must ensure that:

- 3.1 the electric vehicle (“EV”) is in good and safe condition and suitable to use the third-party service provider’s Charging Station and/or Charging System;
- 3.2 the charging cord for EV charging is intact;
- 3.3 the charging cord has been safely plugged into the third-party service provider’s Charging Station and/or Charging System before charging and the positioning of the cord does not create any hazards (including a tripping hazard) to other person(s) and property; and
- 3.4 The charging cord has been disconnected from the third-party service provider’s Charging Station and/or Charging System and has been properly stored in the EV before driving off.

使用者有責任確保安全地使用充電服務及避免引致任何人受傷或財物損毀。

使用者亦必須確保:

- 3.1 電動車輛是安全及合適使用本第三方服務供應商充電站及/或充電系統；
- 3.2 電動車充電接線完好無損；
- 3.3 電動車充電接線已穩妥接上第三方服務供應商充電站及/或充電系統之充電口，而且充電接線位置不會對他人及財產構成危險，例如絆倒等；及
- 3.4 於開動電動車輛前，將充電接線於第三方服務供應商充電站及/或充電系統之充電插座拔除及妥善收回車內。

4. Hysan Leasing Company Limited (collectively, “Hysan”) has the final discretion on the use of parking spaces.

希慎租務有限公司(以下簡稱” 希慎” )對停車位的使用有最終決定權。

5. Charging is only allowed for EV parked at the designated EV parking space.

電動車輛必需停泊於指定充電車位才可使用充電設施。

6. Users shall indemnify Hysan in respect of all losses, damages, claims and liabilities (including damages to property or injury or death of any person) arising out of or in connection with the act, omission, default or negligence of the users or the use of the third-party service provider’s Charging Station and/or Charging System.

倘因使用者使用不當、疏忽、違約或不合理使用第三方服務供應商充電站及/或充電系統情況下導致他人受傷、死亡或引致財物損毀破壞，使用者必須承擔有關人士因此所導致的索償、要求、訴訟及其他法律行動或責任。

7. Hysan shall not be liable for any loss or damage to any motor vehicle or any of its accessories, fixtures, fittings or contents (whether such destruction or damage is caused by the act, omission, default or negligence of Hysan/the Manager or any other party otherwise) at any time whilst which motor vehicle is in use of and/or after the use of the third-party service provider’s Charging Station and/or Charging System.

希慎對於任何車輛，在任何時間使用及/或使用完設置於希慎停車場之第三方服務供應商充電站及/或充電系統，不論車輛或其附件或車內物品損毀或破壞(無論其損毀或破壞是否由於希慎或其管理人之疏忽、錯漏，違約或行為所引致)，概不負責。

8. Hysan will not be liable (whether arising under statute, at Common Law or otherwise) for any liability and consequence caused by the use of the third-party service provider’s Charging Station and/or Charging System. The owner and/or user of any motor vehicle shall be solely liable for and shall indemnify and hold Hysan/the Manager absolutely free and harmless from any liability.

希慎停車場無需負責任何由於使用第三方服務供應商充電站及/或充電系統引致的責任及後果。無論是任何法規、普通法或其他法律情況下之責任，有關車輛的車主/或使用者應自行負責，並應絕對免除業主及其管理人承擔任何責任。

9. The third-party service provider's Charging Station and/or Charging System is available on a first-come first-served basis. Hysan does not guarantee the availability of a third-party service provider's Charging Station and/or Charging System for owners and/or users of any EV.

充電站服務以先到先得形式提供，希慎並不保證任何時候供應充足的第三方服務供應商充電站及/或充電系統予顧客使用。

10. Users agree that Hysan and/or the third-party service provider shall be entitled, at any time without notice, to restrict the use of the third-party service provider's Charging Station and/or Charging System and to modify the terms and conditions herein and/or the third-party service provider's "Owner's Manual" or its terms and conditions.

使用人士知悉及確認希慎有權限制使用第三方服務供應商充電站及/或充電系統及有權更改本使用條款或第三方服務供應商之用戶指南或使用條款。

11. By parking at the parking space and/or using third-party service provider's Charging Station and/or Charging System, users have agreed, understood and accepted all the above terms and conditions and that they use the third-party service provider's Charging Station and/or Charging System at their own risks.

任何人士於使用車位及/或第三方服務供應商充電站及/或充電系統時，即表示該人士已經同意、明白並接受上述所有使用條款及自負一切使用第三方服務供應商充電站及/或充電系統之風險。

12. If there is any inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.

本條款及細則的中英文版本如有歧義，概以英文版本為準。

13. Users should contact the 24-hour hotline of the third-party service provider's Technical Support Team, in the event of failure of the destination Charging System.

如車主遇上充電系統故障，應聯絡第三方服務供應商二十四小時技術支援熱線。