

“Touchless Parking Services” - Terms and Conditions

By registering/using Touchless Parking Service (including the auto payment function), Members are deemed to have read, understood and agreed to these Terms and Conditions.

1. A customer must register as a member of the Lee Gardens App in order to use the touchless parking service (the “Touchless Parking Service”).
2. Members of the Lee Gardens App (“Members”) can register and enjoy Touchless Parking Service in participating carparks within the Lee Gardens Area: Leighton Centre Carpark, Lee Garden One Carpark, Lee Garden Two Carpark, Lee Garden Three Carpark and Hysan Place Carpark. The participating carpark list is subject to change without prior notice.
3. Only private vehicles are eligible for Touchless Parking Service. Public transport vehicles (including taxis), valet parking, and vehicles being loaded or unloaded of goods are not eligible for Touchless Parking Service.
4. To register for Touchless Parking Service, Members are required to enter their vehicle plate number(s) and Octopus Card number (include all number but not the brackets) in the Parking section of the Lee Gardens App.
 - After completing the registration process, the Member will receive a push notification from the Lee Gardens App for their records.
 - Members' octopus registration is for validation of the touchless parking service only. Successful registration does not imply successful activation of the autopay function.
 - To use the Touchless Parking Service for the first time, the Member must validate the service by placing their registered Octopus Card on the payment terminal at the entrance / exit of any participating carpark. The first payment of parking fees must be made through the Lee Gardens App before exiting the carpark, or through the Octopus Card on the payment terminal.
 - Members can enjoy Touchless Parking Service through the Lee Gardens App from their next visit onwards at any participating carpark.
5. Members may register eligible Visa or Mastercard credit cards (“Eligible Credit Cards”) and activate the auto payment function via the Lee Gardens App to enjoy in-app automatic fee settlement.
6. A Member can register more than one Eligible Credit Card, and any one of the Eligible Credit Cards can be set as the default credit card. The default credit card can be changed to any other registered Eligible Credit Card at any time.
7. Each vehicle plate number can only be registered and validated by one member for Touchless Parking Service through the Lee Gardens App.
8. Members may remove, update or replace their registered/validated vehicle plate number(s) or registered Eligible Credit Card(s) at any time on the Lee Gardens App.
9. The parking fee will be charged to the default credit card when the Member’s vehicle exits the carpark if autopay function is activated by the members. This process happens automatically and does not require the card to be tapped. A receipt will be sent to the Member via in-app message. If the Member settles the parking fee with a complimentary parking offer or another form of payment, any outstanding sum that might remain will be paid automatically using the default credit card when exiting the carpark. If autopay fails to transfer funds successfully for any reason, the member will need to retry **autopay** and the autopay function will not be available until the payment is made up.
10. The Touchless Parking Service and payment system are provided and operated by independent third-party vendors. Neither Hysan Marketing Services Limited (the “Company”) nor its affiliates are responsible for any claims, actions, demands, legal proceedings, losses, damages, costs or expenses whatsoever arising out of the use or operation or malfunctioning of the Touchless Parking Service or payment system.
11. By registering for/using the Touchless Parking Service (including the auto payment function), the Member expressly agrees to and grants the right to pass their Member ID, vehicle plate number(s), vehicle plate photo(s) automatically collected by the system and credit card/payment information to the Company and relevant third-party vendors.
12. Members are required to settle their parking fees before leaving the carpark by making a mobile payment, redeeming a complimentary parking offer, turning on the auto payment function on the Lee Gardens App or using an Octopus card. In the unlikely event of a system breakdown, Members will have to settle payments manually when exiting the carparks. The Company reserves the right to pursue a claim through appropriate means for any outstanding parking fees against a Member.

13. Members can redeem complimentary parking offers by using designated Lee Gardens Points through the Lee Gardens App. The number of Lee Gardens Points required is subject to change without prior notice. Terms and conditions apply. The Company reserves the right to refuse any incomplete, invalid, suspicious or fraudulent redemption.
14. Members can redeem complimentary parking offers earned through designated spending within the Lee Gardens Area at the General Concierge of the shopping mall where the participating carpark is located. After a successful redemption, the complimentary parking offer will be shown on the Lee Gardens App. General terms and conditions for parking offers apply. For details, please contact the General Concierge. The Company reserves the right to refuse any redemption based on any incomplete, invalid, suspicious or fraudulent spending, payment or receipt.
15. Members should ensure the payment of all outstanding parking fees has been successfully completed and leave the carpark within a period of 15 minutes after settling the fees. Otherwise, an additional parking fee will be charged. This grace period is subject to change without prior notice.
16. Neither the Company nor its affiliates will be held responsible for any loss or damage caused due to any unauthorised use of or access to the Lee Gardens App, any malfunctioning of the Lee Gardens App or internet access, or for any other reason.
17. Neither the Company nor its affiliates will be liable for any loss, damage or injury whatsoever resulting from or in relation to the registration, adoption or use of the Touchless Parking Service (including the auto payment function) by Members.
18. Car park rules, regulations, terms and conditions (including charging of parking fees) for respective participating carparks apply. By using the Touchless Parking Service, Members are deemed to have read, understood and accepted the car park rules, regulations, terms and conditions (including charging of parking fees).
19. The Company reserves the absolute right to change, amend or terminate the Touchless Parking Service (including the auto payment function) and/or these Terms and Conditions without any prior notice and liability.
20. In the event of a dispute, the decision of the Company shall be final and binding.
21. These Terms and Conditions shall be interpreted and governed by the laws of the Hong Kong Special Administrative Region.
22. In case of inconsistency, the English version of these Terms and Conditions shall prevail over the Chinese version.