



恒生銀行

HANG SENG BANK

## Terms and Conditions for Renting of Safe Deposit Box ("Terms and Conditions")

### 1. Definitions

In these Terms and Conditions:

"Box" means the safe deposit box provided by Hang Seng to the Renter pursuant to these Terms and Conditions;

"Hang Seng" means Hang Seng Bank Limited and its successors and assigns;

"Keys" means the two keys provided by Hang Seng to the Renter for the purpose of enabling the Renter to use and operate the Box pursuant to these Terms and Conditions; and

"Renter" means any person to whom Hang Seng has provided the Box pursuant to these Terms and Conditions and, where the context permits or requires, includes a joint renter and their respective personal representatives and lawful successors.

### 2. Production of Hong Kong Identity Card and/or other evidence

Hang Seng may at any time require the production by the Renter of his Hong Kong Identity Card or such other evidence of identification as Hang Seng may think fit when applying to have access to the Box.

### 3. Period for rent and deposit payment

Subject to sooner termination as hereinafter provided, the period for the renting of the Box shall be annual. The rental for the first year shall be payable on the signing hereof and thereafter the rental shall be payable annually in advance without any deduction. Hang Seng reserves the right to charge a service fee for any late payment of the rental at such rate as Hang Seng may from time to time prescribe at its discretion. In the event of default in payment of the rental for three months, Hang Seng will be entitled but not be bound to terminate the renting of the Box at any time thereafter without notice.

### 4. Specimen signatures

The Renter shall furnish Hang Seng or shall cause to be furnished to Hang Seng with his specimen signature or signatures or the specimen signature of any other person who will be authorized by the Renter to have access to the Box. In case a chop or seal is used by the Renter or by such other person as aforesaid to have access to the Box, the Renter shall furnish Hang Seng or shall cause to be furnished to Hang Seng with a specimen impression of such chop or seal. At the Renter's own risk, Hang Seng will be entitled to allow such person to have access to the Box as will present to Hang Seng an application in Hang Seng's prescribed form for such purpose which application will bear such an impression of the chop or seal as in the opinion of Hang Seng's officer will correspond with the specimen impression furnished or caused to be furnished to Hang Seng by the Renter or such other person as aforesaid.

### 5. Keys

The Renter undertakes to keep the Keys in safe custody and to use only one of the Keys and no other key to open the Box. The property in the Keys will remain with Hang Seng and the Renter undertakes to surrender the Keys to Hang Seng in good condition upon the termination of the renting of the Box.

### 6. Business hours and application to open Box

Access to the Box may only be had during such business hours as Hang Seng will from time to time announce. The Renter agrees to comply with such procedure rules and regulations governing the use and operation of safe deposit boxes from time to time adopted by Hang Seng ("the said Rules"). If the signature or impression of the chop or seal on the said application form for access to the Box will not in the opinion of Hang Seng's officer correspond with the specimen kept by Hang Seng, Hang Seng will be entitled to refuse the application.

### 7. Appointment of attorney

The Renter agrees that should the Renter appoint any attorney, such appointment will be made in Hang Seng's prescribed form or in such other form as will be acceptable to Hang Seng but not otherwise.

### 8. Hang Seng's right to close vault in emergency

If in Hang Seng's opinion there is an emergency, Hang Seng will have the right to close the vault and suspend access to the Box at any time even during business hours and may require any one for the time being in the vault to leave there immediately.

### 9. Liability of the Bank

(a) The Renter acknowledges and agrees that Hang Seng is not in any way obliged to, and will not, take out any insurance in respect of the contents of the Box ("Contents") against any risk. The Renter agrees that the Renter is solely responsible for taking out the Renter's own insurance in respect of the Contents for such amounts and against such risks as the Renter may consider appropriate in the Renter's own circumstances.

(b) The Renter acknowledges and agrees that Hang Seng's duty is to provide a safe deposit box within a vault which is in line with the standard of security and safety generally or customarily expected for similar types of safe deposit box provided by a retail bank in the Hong Kong Special Administrative Region at a comparable level of fees or charges. The Renter also fully understands that outside the business hours of the relevant safe deposit box vault of Hang Seng, there is little or no air-conditioning in such vault and the Renter agrees not to put in the Box any item which may be sensitive to temperature or change in temperature. Accordingly, the Renter acknowledges and agrees that in respect of any loss of or damage to the Contents caused by the temperature in the relevant safe deposit box vault or any other circumstances which are beyond the reasonable control of Hang Seng (including without limitation terrorist attacks, war, civil commotion, natural disasters or other natural causes), Hang Seng shall not be liable for any such loss or damage.

(c) Unless due to the negligence, willful default, fraud or dishonesty on the part of Hang Seng or any of Hang Seng's employees or authorized agents acting in the course of his employment or appointment and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, Hang Seng does not assume any liability or responsibility to the Renter for any loss of or damage to the Contents.

(d) Each of the provisions in these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid and unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

### 10. Hang Seng's right to refuse access to the Box

Hang Seng will have the right to refuse access to the Box in any of the following events:

(a) When Hang Seng has any doubt as to the genuineness of the signature or impression of the chop or seal on the form of application for opening the Box.

(b) When the rent has not been duly paid.

(c) If any of the terms or conditions herein or any of the said Rules has not been observed or complied with.

### 11. Prohibition to use Box illegally and the Hang Seng's right to have the Box opened

The Renter undertakes not to use the Box for any illegal or unlawful purpose or for the storage of any explosive, inflammable liquid or any illegal, unlawful or dangerous article or article of an offensive or corrosive nature or such other thing as in Hang Seng's opinion is or may become a nuisance. The Renter undertakes to keep Hang Seng fully indemnified against all actions proceedings, claims, damages, losses and costs which Hang Seng may suffer, incur or sustain by reason or as a result or in consequence of any breach on the Renter's part of this condition or any other terms or conditions herein contained or of the said Rules. If Hang Seng should suspect that the Box contains such article as aforesaid or is being used for any unlawful purpose or otherwise in contravention of any of the terms or conditions herein or any of the said Rules Hang Seng may call upon the Renter or the Renter's attorney to open the Box for inspection. Should the Renter or the Renter's attorney fail to open the Box as required, Hang Seng may have the Box broken open at the Renter's risks and costs, and deal with or dispose of the contents thereof at the Renter's risks and costs as Hang Seng may think fit.

### 12. Hang Seng's right to demand open of Box and remove Box

If Hang Seng wishes to effect any repair in any part of the vault where the Box is or to change the situation of the Box without having to open it Hang Seng will be at liberty without further notice to or consent from the Renter to have the Box removed to other part of Hang Seng's premises or alternatively to terminate the renting of the Box by giving the Renter one month's previous notice of Hang Seng's intention to do so, in which case Hang Seng will refund to the Renter a proportionate part of the annual rental already paid to Hang Seng for the unexpired period of the hire. If the Renter fails to surrender the Box to Hang Seng at the expiration of the notice, Hang Seng will be at liberty to effect the removal of the Box without any further notice, in addition to and apart from Hang Seng's rights under clause 17A hereof.

### 13. Prohibition to sub-let

The Renter shall not assign, sublet or underlet the Box to anybody.

- 14. No refund of rental if renter terminates renting**  
If the Renter should decide to cancel or discontinue the renting of the Box at any time before the period of 12 months expires, the Renter shall not be entitled to any refund of the annual rental already paid or any part thereof.
- 15. Hang Seng's right to terminate renting before expiration of lease**  
Notwithstanding anything herein contained to the contrary, Hang Seng may without assigning any reason terminate the renting of the Box by giving the Renter one month's previous notice in writing of Hang Seng's intention to do so, in which case the Renter shall be entitled to a refund of a proportionate part of the annual rental already paid in respect of the unexpired period of the renting.
- 16. Renter's obligation to return Keys and remove contents**  
Upon the termination of the renting of the Box for any reason whatsoever, the Renter shall at once open the Box, take out all the contents of the Box and return the Keys to Hang Seng in good condition. Without prejudice to Hang Seng's right under clause 17A hereof, Hang Seng will be entitled to charge rental for the Box until the Keys have been surrendered to Hang Seng in the said condition.
- 17A. Hang Seng's right to break open Box and to deal with and/or dispose of contents**  
If the Renter fails to open the Box and/or remove the contents thereof and return the Keys when called upon to do so in pursuance of any of the provisions herein or of the said Rules or when the renting of the Box is terminated for any reason whatsoever, Hang Seng will without prejudice to any other remedy, be at liberty, without any further notice, to have the Box broken open and to have the contents thereof dealt with or disposed of at the Renter's risks and costs in such manner as Hang Seng may in its absolute discretion think fit, and Hang Seng will not be responsible for any damage or loss which the Renter may suffer or sustain by reason or as a result or in consequence thereof. For the purpose of breaking open the Box and/or disposing of its contents, Hang Seng may, but is not bound to, employ the services of a notary public, solicitor, auctioneer and/or other agents, contractors or workmen whatsoever. The Renter shall be responsible for all the costs to be incurred by Hang Seng in carrying out the said breaking dealing and disposal operations, which shall include all disbursements to be paid by Hang Seng for the services of a solicitor or notary public and auctioneer and other parties whatsoever. Without prejudice to the generality of the foregoing, Hang Seng will have the right to sell the contents of the Box or any part thereof without any further notice to the Renter either by public auction or by private treaty and apply the proceeds thereof in payment of the costs to be incurred by Hang Seng and any outstanding money owing to Hang Seng, it being understood that the Renter shall make good the deficiency, if any, when called upon to do so.
- 17B.** Subject to Hang Seng's rights herein, Hang Seng may release the contents of the Box or any part thereof to the Renter or the Renter's attorney(s) and a confirmation or receipt or acknowledgement therefor in whatsoever forms signed by the Renter or the Renter's attorney(s) on the delivery by Hang Seng of the said contents shall:  
(a) discharge Hang Seng of all responsibilities;  
(b) release Hang Seng from all actions, suits, proceedings, accounts, claims and demands whatsoever which may be laid against Hang Seng for or on account of or in relation to these Terms and Conditions or the contents of the Box or any act cause matter or thing in connection herewith; and  
(c) be conclusive evidence of discharge and release as aforesaid.
- 18. Loss of Keys**  
The Renter undertakes to notify Hang Seng in writing immediately upon the loss of any or both of the Keys and fill in such form regarding the loss as Hang Seng may from time to time prescribe. The Renter shall not be entitled to have the Box broken open or to have its lock replaced except on such terms and conditions as will be acceptable to Hang Seng. In any event Hang Seng will not be responsible for any damage to or loss of any of the contents of the Box by reason or as a result or in consequence of the Box having to be broken open.
- 19. Loss of chop or seal**  
The Renter undertakes to notify Hang Seng in writing immediately upon the loss of the chop or seal, an impression of which is used as authority for access to the Box, and to fill in such form regarding the loss as Hang Seng may from time to time prescribe. The Renter shall not be entitled to have access to the Box without producing on Hang Seng's prescribed form an impression of the chop or seal in question except on such terms and conditions as will be acceptable to Hang Seng. Hang Seng will not be responsible for allowing any access to the Box on the authority of the authorised impression of a chop or seal before the receipt of such notice of loss or within a reasonable time after the receipt of such notice.
- 20. Death of Renter**  
The Renter agrees that until Hang Seng has actually received notice of the Renter's death, the authority of such person as the Renter may appoint to have access to the Box shall continue to be valid, and that the Renter's estate will continue to be liable for the rent of the Box until the Renter's legal personal representative will terminate it in accordance with the terms hereof, notwithstanding that until the grant of Probate or Letters of Administration is obtained from the Court, Hang Seng may refuse access to the Box except for the purpose of taking an inventory of the contents thereof, when the consent of the Commissioner of Estate Duty to open the Box is obtained.
- 21. Serving of notice on Renter**  
Any notice required to be given to the Renter shall be sufficiently served on the Renter if sent by registered post to the last known address of the Renter and shall be deemed to have been received by the Renter on the day following that on which the same was posted, its return by the Post Office to Hang Seng notwithstanding.
- 22. Renter's change of address**  
The Renter undertakes to notify Hang Seng in case of any change of address. Until Hang Seng has been notified otherwise, the Renter's address registered with Hang Seng shall be deemed to be the Renter's address and any notice to the Renter sent to that address shall be deemed to have been duly sent.
- 23. Hang Seng's right to amend charges**  
The Renter agrees that except for the first year of the opening of the Box, Hang Seng reserves the right from time to time to increase the rental for the Box and also the amount of the deposit payable by the Renter as security for the due observance and performance by the Renter of these Terms and Conditions.
- 24. Hang Seng's right to amend Terms and Conditions**  
Hang Seng shall be entitled to revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time and any revision and/or addition to these Terms and Conditions shall become effective subject to Hang Seng's notice (for a period of 30 days for any variation affecting fees and charges and liabilities or obligations of the Renter or for such reasonable period as Hang Seng may prescribe in the case of any other variations) which may be given by display, advertisement or other means as Hang Seng thinks fit, and shall be binding on the Renter if the Renter continues to use or retain the Box after the effective date thereof.
- 25. Debt collection agency**  
Hang Seng may appoint any other person as its agent to collect any or all indebtedness owed by the Renter to Hang Seng and the Renter shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by Hang Seng for that purpose on each occasion.
- 26. Personal data**  
The Renter acknowledges and agrees that all personal data relating to the Renter may be used and disclosed by Hang Seng for such purposes and to such persons in accordance with Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers from time to time.
- 27. Interpretation clause**  
It is declared that in the construction of these presents the words "access to the Box" shall include the right to open the Box and to remove therefrom and to place therein anything and otherwise to use or operate the Box in any manner whatsoever at any time and from time to time and that unless the contrary intention appears, words importing the masculine gender shall include feminine and neuter genders, and words in the singular shall include plural and vice-versa. Clause headings shall be grossed in the interpretation of these Terms and Conditions.
- 28. Language**  
The Renter agrees that in the construction and interpretation of these Terms and Conditions, the English text prevails and the Chinese version is provided for the Renter's information only and is not intended to have any legal effect.
- 29. Governing Law**  
These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.