

## 保管箱租金調整及租用章則及條款之修訂通知

2022年8月

由2022年10月3日（「生效日」）起保管箱收費及保管箱租用章則及條款將有所修訂。

保管箱年租將上調約百分之十五，有關資料請參考經郵寄之調整租金通知書。

另保管箱租用章則及條款亦會有所更新，倘保管箱客戶在「生效日」或以後繼續使用及/或保留保管箱服務，相關修訂將對客戶具有約束力。請注意，倘相關修訂不獲客戶接納，本行將無法繼續為客戶服務，請於「生效日」前親臨本行保管箱分行終止保管箱服務。

由生效日期起，保管箱客戶與本行之間訂立的任何其他條款及細則、合約或文件中對保管箱租用章則及條款的任何提述，應被視為分別對經修訂的保管箱租用章則及條款的提述。

保管箱客戶可於2022年8月22日起於本行網頁(本行網頁>「個人理財」>「銀行服務」>「其他銀行服務」>「保管箱」)下載或於本行分行索取經修訂的保管箱租用章則及條款，而現時的保管箱租用章則及條款可於2022年12月31日或之前於上述網頁下載或於本行分行索取。保管箱客戶亦可於2022年12月31日或以前於本行網頁(本行網頁>「個人理財」>「重要通告」>「保管箱租用章則及條款的修訂通知」)下載客戶通知。有關日子後客戶未必能夠查閱或下載現時的保管箱租用章則及條款及客戶通知。

如客戶有任何疑問，或有意終止任何保管箱服務，請聯絡本行保管箱分行職員或致電客戶服務熱線2822 0228。

註：本通知書的中、英文文本義如有歧異，概以英文文本為準。

恒生銀行有限公司 謹啟

滙豐集團成員

**NOTICE OF AMENDMENT TO RENTAL AND TERMS AND CONDITIONS FOR RENTING OF SAFE DEPOSIT BOX**

2022 August

Effective from 3 October 2022 (“Effective Date”), the annual rental and the Terms and Conditions for Renting of Safe Deposit Box will be updated.

The annual rental of Safe Deposit Box will be increased by c.15%, please refer to the Rental Adjustment Advice mailed to Safe Deposit Box holder(s) for details.

Besides, the Terms and Conditions for Renting of Safe Deposit Box will be revised, the amendments shall be binding on Safe Deposit Box holder(s) if the holder(s) continue to use or retain the safe deposit box on or after the Effective Date. Please note that the Bank shall not be able to continue providing services to Safe Deposit Box holder(s) if the holder(s) do not accept the amendments. Safe Deposit Box holder(s) may visit Safe Deposit Box Branch for termination of services before the Effective Date.

From the Effective Date, any references to the Terms and Conditions for Renting of Safe Deposit Box in any agreements or documents entered into between Safe Deposit Box holder(s) and the Bank shall be deemed to be references to the revised Terms and Conditions for Renting of Safe Deposit Box.

From 22 Aug 2022, Safe Deposit Box holder(s) may obtain a copy of the revised Terms and Conditions for Renting of Safe Deposit Box from the Bank’s website (Hang Seng Bank Website > “Personal” > “Banking” > “More Banking Services” > “Safe Deposit Box”) or any branches of the Bank. Copy of the existing Terms and Conditions for Renting of Safe Deposit Box is available from the above website or any branches of the Bank until 31 Dec 2022. Also, Safe Deposit Box holder(s) may download customer notice from the Bank’s website (Hang Seng Bank Website > “Personal” > “Important notice” > “NOTICE OF AMENDMENT TO TERMS AND CONDITIONS FOR RENTING OF SAFE DEPOSIT BOX”) on or before 31 Dec 2022. Safe Deposit Box holder(s) may not be able to access or download the existing Terms and Conditions for Renting of Safe Deposit Box and customer notice after the relevant date(s).

If the holder(s) have any questions or wish to terminate any safe deposit box service, please contact Safe Deposit Box Branch at Hang Seng Bank Limited or customer service hotline at 2822 0228.

If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.

Regards  
Hang Seng Bank Limited

Member HSBC Group

## 保管箱租用章則及條款的修訂通知

保管箱租用章則及條款（「本章則」）將由2022年10月3日（「生效日期」）起作出以下修訂。該等修訂構成保管箱租用章則及條款的一部分，並應連同保管箱租用章則及條款一併閱讀。

### I. 條文1將被修訂為：

#### 1. 定義

於本章則內：

「該箱」指由恒生根據本章則提供予租用人的保管箱。

「恒生」或「本行」指恒生銀行有限公司及其繼承人及受讓人。

「箱匙」指恒生根據本章則向租用人提供的兩條鑰匙，以讓租用人使用及操作該箱。

「租用人」或「閣下」指已根據本章則獲恒生提供該箱之任何人士，而如文義另有所指，則包括一位聯名租用人及彼等各自之法定代表及合法繼承人。

### II. 條文3將被修訂為：

#### 3. 租金、按金及服務收費

(a) 除依照本章則所規定中途退租外，租箱以一年為期。首年租金須於簽約時繳交，以後每年一次過上期繳交，不得扣減。恒生保留權利，就任何逾期繳付租金徵收由恒生不時酌情規定之服務費。

(b) 租用人須按恒生不時所設定的金額向恒生繳付按金以作為租用人應遵守及履行本章則的保證。恒生有權(i)在租約期間保留按金；及(ii)從按金中扣除閣下任何因該箱所不時欠付本行的金額。本行會在閣下以本行認為滿意的方式交還該箱及所有鑰匙後在合理可行的情況下盡快向閣下交還按金或按金的任何餘額（如適用）。

(c) 租用人同意除租用該箱之第一年外，恒生有權不時更改與該箱有關而租用人應支付的租金按金及其他服務收費。閣下可於本行任何一間分行索取有關服務收費的資訊。

(d) 租用人須(i)透過租用人同名恒生或任何本行接納的存款戶口以自動轉賬功能支付每年租金；及(ii)在租約期間維持自動轉賬功能，以支付租金。

### III. 條文6將被修訂為：

#### 6. 開啟保管箱

租用人可在該箱所在分行的營業時間內開啟保管箱。租用人同意遵守恒生不時就監管保管箱之使用及操作所採納之規條（「有關規條」）。如恒生認為開啟保管箱申請書之簽字或蓋章與恒生留存樣式有不符時或如恒生對開啟保管箱申請書上的簽字或蓋章的真確性有任何疑問，恒生有權拒絕開啟保管箱。

### IV. 條文7將被修訂為：

#### 7. 委派授權人

(a) 租用人可委派授權人（各「授權人」）開啟保管箱。租用人可委派的授權人的最多人數由本行不時設定。

(b) 租用人同意如其擬委派任何授權人，須另簽具恒生印備或認許之授權表格，否則無效。

### V. 條文10將被修訂為：

#### 10. 恒生暫停開箱之權利

(a) 在不限制或削弱本行終止租約的權利的情況下，如出現以下任何一項事件，本行有權暫停開啟保管箱：

(i) 租用人有逾期未繳交租金。

(ii) 租用人未能履行及遵守本章則及有關規條。

(b) 本行會給予閣下暫停服務通知，要求閣下支付所欠租金或履行有關責任。如閣下未有在本行發出通知日期後的4星期內支付所欠租金或履行有關責任，本行有權終止租約，而無須再向閣下發出通知。

**VI. 條文15將被修訂為：**

**15. 終止租約**

如租用人無意為租約續期，租用人須給予本行在租約到期前最少一個月或本行不時指定其他時段的書面通知，並須以本行認為滿意的方式交還該箱及鑰匙，而恒生毋須退回該期已付之全部或部份租金。如本行未有收到該通知和該箱及鑰匙，租約會被續期，而閣下亦須為下年度支付租金。

恒生銀行有限公司

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**VII. 條文16將被修訂為：**

**16. 恒生提早終止租約之權利**

恒生可在下列情況在任何租期期間終止租約：(i)當閣下未有履行任何本章則內的責任時，本行可給予閣下通知即時終止租約，或(ii)在任何其他情況下，本行可給予閣下最少一個月通知終止租約。恒生可在毋須提出理由之情況下，隨時預先向租用人發出一個月書面通知終止租約，而租用人則有權收回租約未到期部份所繳付之租金。

**VIII. 條文24將被刪除：**

**24. 恒生修改收費之權利**

租用人同意除租用該箱之第一年外，恒生保留不時增加該箱之租金，以及租用人繳付作為其保證履行本章則之保證金之權利。

**IX. 條文編號將被修訂為：**

修訂前	修訂後
條文25	條文24
條文26	條文25
條文27	條文26
條文28	條文27
條文29	條文28
條文30	條文29
條文31	條文30

謹請閣下注意，倘閣下在上列修訂生效後繼續使用及/或保留有關保管箱服務，上述修訂將對閣下具有約束力。另請注意，倘上述修訂不獲閣下接納，本行將無法繼續為閣下服務，請於上列生效日前聯絡有關保管箱分行職員通知本行終止服務。

由生效日期起，閣下與本行之間訂立的任何其他條款及細則、合約或文件中對保管箱租用章則及條款的任何提述，應被視為分別對經修訂的保管箱租用章則及條款的提述。

閣下可於2022年8月22日起於本行網頁（本行網頁>「個人理財」>「銀行服務」>「其他銀行服務」>「保管箱」）或於本行分行下載或索取經修訂的保管箱租用章則及條款，而現時的保管箱租用章則及條款可於2022年12月31日或之前於上述網頁或於本行分行下載或索取。閣下亦可於2022年12月31日或以前於本行網頁（本行網頁>「個人理財」>「重要通告」>「保管箱租用章則及條款的修訂通知」）下載此客戶通知。有關日子後客戶未必能夠查閱或下載現時的保管箱租用章則及條款及此客戶通知。

如閣下有任何疑問，或有意終止任何保管箱服務，請聯絡本行保管箱分行職員或致電客戶服務熱線2822 0228。

恒生銀行有限公司

註：本通知書的中、英文文本義如有歧異，概以英文文本為準。

# NOTICE OF AMENDMENT TO TERMS AND CONDITIONS FOR RENTING OF SAFE DEPOSIT BOX

Effective from 3 October 2022 (“Effective day”), the following amendments shall be made to the Terms and Conditions (“Terms and Conditions”) for Renting of Safe Deposit Box. These amendments form part of and should be read in conjunction with the Renting of Safe Deposit Box Terms and Conditions.

## **I. Clause (1) will be revised as follows:**

### **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” or “we” 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.

“Renter” or “you” 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.

## **II. Clause (3) will be revised as follows:**

### **3. Rent, Deposit, Fees and Charges**

(a) 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.

(b) The Renter is required to pay a deposit in an amount Hang Seng may set from time to time as security for the due observance and performance by the Renter of these Terms and Conditions. Hang Seng have the right to (i) retain the deposit during the term of the renting; and (ii) deduct from the deposit any amount owing by you to us in connection with the Box from time to time. We will return the deposit or any balance of it (as applicable) to you as soon as reasonably practicable after you have returned the Box and the Keys to our satisfaction.

(c) The Renter agrees that except for the first year of the opening of the Box, Hang Seng have the right to vary from time to time the rental, deposit and other fees and charges payable by the Renter in connection with the renting of the Box. You can find out more information about the fees and charges upon request at any of our branches.

(d) Renter is required to (i) pay the annual rent using autopay function of your own-name Hang Seng account or any account accepted by us; and (ii) maintain such autopay function throughout the renting period.

## **III. Clause (6) will be revised as follows:**

### **6. Access to the Box**

Renter may access the Box during the business hours of the branch where the Box is located. 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”). Hang Seng shall be entitled to refuse access to the Box if the signature or impression of the chop or seal on the application form for access to the Box does not in the opinion of Hang Seng correspond with the specimen kept by Hang Seng or if Hang Seng has any doubt as to the genuineness of the signature or impression of the chop or seal on the application form.

## **IV. Clause (7) will be revised as follows:**

### **7. Appointment of attorney**

(a) The Renter may appoint authorized person (each an “attorney”) to access the Box. The Renter may appoint up to any maximum number of attorney set by us from time to time.

(b) 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.

## **V. Clause (10) will be revised as follows:**

### **10. Hang Seng’s right to suspend access to the Box**

(a) Without limiting or reducing our right to terminate the renting of the Box, Hang Seng have the right to suspend access to the Box if any of the following events occur:

(i) when the rent has not been duly paid by the Renter; or

(ii) if any of the terms or conditions herein or any of the said Rules has not been observed or complied with by the Renter.

(b) We will give you notice of suspension requiring payment of the outstanding rent or your performance of the relevant obligation. If you fail to pay the outstanding rent or perform the relevant obligation within four weeks after the date of our notice, we have the right to terminate the renting without further notice to you.

**VI. Clause (15) will be revised as follows:**

**15. Termination of the Box Rental Service**

If the Renter do not decide to renew the renting, the Renter should give us notice in writing at least one month or such other period as specified by us from time to time before expiry and return the Box and the Keys to our satisfaction. The Renter shall not be entitled to any refund of the annual rental already paid or any part thereof. If we do not receive such notice and the Box and the Keys, the renting will be renewed and you will be required to pay rent for another year.

**VII. Clause (16) will be revised as follows:**

**16. Hang Seng's right to terminate renting before expiration of lease**

Hang Seng may terminate the renting of the Box during any term (i) by giving you notice of immediate termination if you fail to perform any of your obligations under these Terms and Conditions, or (ii) by giving you at least one month's notice in any other case. 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.

**VIII. Clause (24) will be removed**

**24. 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 observation and performance by the Renter of these Terms and Conditions.

**IX. Clause Numbering will be revised as follows:**

Before Revised	After Revised
Clause 25	Clause 24
Clause 26	Clause 25
Clause 27	Clause 26
Clause 28	Clause 27
Clause 29	Clause 28
Clause 30	Clause 29
Clause 31	Clause 30

Please note that the above amendments shall be binding on you if you continue to use or retain your safe deposit box after the amendment is effective. Please note that we shall not be able to continue providing the safe deposit services to you if you do not accept the above amendment and you can contact our staff located at your Safe Deposit Box Branch for termination of services before the above amendment is effective.

From the Effective Date, any references to the Terms and Conditions for Renting of Safe Deposit Box, agreements or documents entered into between us shall be deemed to be references to the revised Terms and Conditions for Renting of Safe Deposit Box.

From 22 Aug 2022, you may obtain a copy of the revised Terms and Conditions for Renting of Safe Deposit Box from the Bank's website (Hang Seng Bank Website > "Personal" > "Banking" > "More Banking Services" > "Safe Deposit Box" ) or any branches of the Bank. Copy of the existing Terms and Conditions for Renting of Safe Deposit Box is available from the above website or any branches of the Bank until 31 Dec 2022. Also, you may download this customer notice from the Bank's website (Hang Seng Bank Website > "Personal" > "Important notice" > "NOTICE OF AMENDMENT TO TERMS AND CONDITIONS FOR RENTING OF SAFE DEPOSIT BOX") on or before 31 Dec 2022. You may not be able to access or download the existing Terms and Conditions for Renting of Safe Deposit Box and this customer notice after the relevant date(s).

If you have any questions or should you wish to terminate any safe deposit box service, please contact your Safe Deposit Box Branch at Hang Seng Bank Limited or our customer service hotline at 2822 0228.

Hang Seng Bank Limited

Remark: The English version of this letter shall prevail whenever there is any discrepancy between the English and Chinese versions.