



**規則：保管箱**

**Rules: Safe Deposit Box**

注意：

請您細閱本規則，特別是規則 2（您的責任）、規則 3（費用及保證金）及規則 5（法律責任 / 彌償限制）。

**NOTICE:**

**Please read the Rules carefully, in particular Rules 2 (Your duties), 3 (Fees and security deposit), and 5 (Limit of liability / indemnity).**

# 保管箱

請亦參閱本行的服務條款。

## 1. 服務

- 1.1 如果本行接受您使用保管箱的申請，本行將提供一個保管箱及兩條鑰匙供您使用，使用期為一年；並將每年自動替您續期。保管箱及鑰匙均屬本行財產。
- 1.2 您只可在本行所指定的日子及時間取用保管箱。
- 1.3 本行可以(但並非必須)要求任何人士出示本行所規定的身份證明及 / 或授權證明。
- 1.4 如在以下情況下，本行可無須給予事先通知，拒絕任何人士取用保管箱或要求任何人士立即離開本行範圍：
  - (a) 您須支付的任何款項未予支付；
  - (b) 您尚未履行您的任何責任；
  - (c) 本行知悉存在就您的破產或清盤而提交的任何呈請；
  - (d) 不遵照本行職員的任何指示；或
  - (e) 根據本行意見，進入保管箱所位於的保管箱庫並不安全或有任何緊急事故發生。
- 1.5 本行可在不給予通知或不開箱的情況下，將保管箱移往銀行行址範圍內的其他地方。
- 1.6 本行無須為保管箱內的物品投保。您知悉為您的利益起見，您須為保管箱內的物品購買足額保險。
- 1.7 保管箱及保管箱所在的保管箱庫，當被適當使用時，提供本行認為屬合理的安全保管功能。然而，保管箱及保管箱庫乃以其現有狀況提供，不附帶任何保證。
- 1.8 本規則及本行的服務條款列出本行的一切責任。本行的責任受制於您在本規則及本行的服務條款下一切責任的適當履行。

## **2. 您的責任**

- 2.1 您只會使用本行所提供的鑰匙。您不會複製任何鑰匙。您會妥為保管鑰匙，如有任何遺失或損毀，應立即通知本行。在此情況下，本行可指派工人剖開保管箱並且更換保管箱、鎖及鑰匙。對於在上述開箱及更換程序方面或在您取用保管箱方面的任何延誤，或對於在上述過程中保管箱內任何物品的任何損失或損毀，本行概不負責。您將會賠償本行的一切開支及損失。
- 2.2 您不會使用保管箱作任何違法用途或存放任何爆炸品、槍械、彈藥或任何易燃、危險、攻擊性、厭惡性或腐蝕性的物品。
- 2.3 您會准許本行在您或您的獲授權代表在場的情況下，檢查保管箱的狀況、進行維修並且確定是否已遵守本規則。
- 2.4 您將確保您或您的獲授權代表在每次開箱後均以本行所提供的鑰匙鎖箱。
- 2.5 您會以審慎態度對待本行及本行的其他客戶。
- 2.6 您不可未經本行事先同意，容許任何其他人士以任何方式使用保管箱。

## **3. 費用及保證金**

- 3.1 您會按本行所設定的金額向本行預繳年費。款項在本行接受您的用箱申請之時及在其後每一周年日到期支付。
- 3.2 您會在本行接受您的租箱申請之時向本行支付保證金，以保證履行您的責任。您會向本行支付額外款項，以彌補經本行動用後的保證金或將保證金調高至本行所設定的新金額。
- 3.3 保證金將在您使用保管箱的期間內由本行保管並且可用以支付您的債務。在受本行權利的規限下，在您將保管箱及所有鑰匙以令本行滿意的狀況交回本行後7個營業日之後，本行會將保證金不附利息退還給您。
- 3.4 您須予支付的一切款項須自到期日起至實際付款日(在判決之前及之後)累算利息。該利息乃按本行優惠利率加每年4%的利率計算，並將每月以複息計收。

#### **4. 獲授權代表 (被授權簽字人)**

- 4.1 您將確保只有您及您的獲授權代表可取用保管箱及鑰匙。
- 4.2 您可按本行所訂明的方式任免獲授權代表。本行可限制您的獲授權代表人數。本行可拒絕與任何獲授權代表辦理手續而無須給予任何理由。
- 4.3 您的獲授權代表具有您的授權，作出與保管箱及其內的任何物品有關的任何事情，並且可授權本行從您的賬戶支取您須支付的款項。您將對其作為及不作為負責。
- 4.4 您的獲授權代表的授權不會被撤銷，直至本行已收到撤銷其授權的書面通知為止。

#### **5. 法律責任 / 彌償限制**

- 5.1 除非是由本行的故意失當或疏忽行為所導致，否則本行不會就以下各項負上責任：
  - (a) 您在取用保管箱時的任何延誤或中斷，或無法使用保管箱；或
  - (b) 保管箱內物品的任何損失或損毀，無論是如何引致的，包括因盜竊、入屋犯法或任何人士(包括本行的職員或代理人)的錯誤作為，或保管箱或保管箱所在的保管箱庫的狀況(包括溫度、光線、濕度、通風設備等)，或保管箱庫的空調裝置的任何不足、失靈或故障，或在任何時間減少或中斷提供空調設備。
- 5.2 在本規則及本行服務條款內的法律責任限制並不適用於死亡或人身傷害。

#### **6. 終止**

- 6.1 您可在給予本行 14 日事先書面通知之後，在年度期間結束之時終止使用保管箱。您終止租用保管箱只在您已將保管箱騰空並將所有鑰匙交回本行之時方會生效。
- 6.2 如客戶於保管箱使用期屆滿前終止服務，本行不會退還客戶已繳付之年費。
- 6.3 如在以下情況下，本行可隨即終止您對保管箱的使用，並且不會將已付的年費退回：

- (a) 應付本行的任何款項維持未付3個月或以上；或
- (b) 您並未履行您的任何其他責任。

6.4 本行可藉着給予您1個月通知，隨時終止您對保管箱的使用。在受本行權利的規限下，本行會將合符比例的年費退回給您。

6.5 在基於任何理由終止您對保管箱的使用之後，您將即時開箱，清除箱內物品並將處於良好狀況的鑰匙交回本行。如果您未能照辦，本行可：

- (a) 就保管箱收取費用，直至您已將其騰空並將鑰匙交回本行為止；
- (b) 在無須通知您的情況下，開箱並處置其中的物品。

如在3個月內，您並未移走箱內的物品，您將被當作已放棄該等物品。本行可銷毀或處置該等物品。

本行可僱用公證人、律師、估價員、承包商、工人及其他人士，費用由您支付。本行不會對其作為或不作為負責。處置物品所涉風險將由您承擔。對於以不少於由本行所指派的專業估價員所評定的價格而進行任何銷售，本行不會承擔任何法律責任。

## **7. 去世**

7.1 您的遺產繼承人將繼續根據本規則負上法律責任，直至您的遺產代理人終止使用保管箱為止。

7.2 在授予遺囑認證書或遺產管理書之前，本行可拒絕任何人士取用保管箱，但如屬為了在取得遺產稅署署長或相關政府部門同意之後錄取物品清單則除外。

7.3 在聯名租用保管箱的情況下，聯名租用人同意尚存租用人享有尚存安排，即當其中一方身故，保管箱內所有物品將歸尚存租用人所有。尚存租用人沒有遺產代理人在場的情況下，必須要提供足夠證據證明已故租用人已死去超過12個月及保管箱物品清單已按有關的法例條文備妥，並須簽署所有本行要求的文件，本行可讓尚存租用人處理及提取保管箱內的物品（但仍須遵循有關法律、規則及條件，或由其他有關當局所發出的守則或指示，不論是否具有法律效力）。

## **Safe Deposit Box**

Please also refer to our Conditions for Services.

### **1. Service**

- 1.1 If we accept your application for a safe deposit box, we will provide a safe deposit box and 2 keys for your use on an annual basis, renewed automatically. The box and keys remain our property.
- 1.2 You may only access the box during the times and days determined by us.
- 1.3 We may (but are not obliged to) require any person to produce such proof of identity and/or authority as we require.
- 1.4 We may without prior notice refuse access to the box or require anyone to leave our premises immediately if :
  - (a) any sum payable by you is unpaid;
  - (b) you have not performed any of your obligations;
  - (c) we have notice of any petition being filed for your bankruptcy or liquidation;
  - (d) any direction of our employee is not complied with; or
  - (e) in our opinion, access to the vault where the box is located is unsafe or any emergency has occurred.
- 1.5 We may without notice or opening the box remove it to other part of our premises.
- 1.6 We are not obliged to insure the contents of the box against any risk. You acknowledge that it is in your interest to fully insure the contents in the box.
- 1.7 The box and the vault where the box is provide, in our view, reasonably safe storage when used properly. However, they are provided in their existing conditions, without any warranties.
- 1.8 These Rules and our Conditions for Services set out all our obligations. Our obligations are subject to the due performance of all your obligations under these Rules and our Conditions for Services.

## **2. Your duties**

- 2.1 You will only use the keys provided by us. You will not make any duplicate key. You will safeguard the keys, and immediately notify us of any loss or damage. In which event, we may appoint workmen to break open the box and replace the box, lock and keys. We will not be responsible for any delay in doing so or in your accessing the box, or for any loss of or damage to anything in the box in the process. You will indemnify us against all expenses and damages.
- 2.2 You will not use the box for any unlawful purpose or for the storage of any explosive, firearms, ammunition or anything inflammable, dangerous, offensive, obnoxious or corrosive.
- 2.3 You will permit us in your or your authorized representative's presence to examine the condition of the box, make repair and ascertain whether these Rules have been complied with.
- 2.4 You will ensure that you or your authorized representative lock the box with the key provided by us after every opening.
- 2.5 You will exercise care towards us and our other customers.
- 2.6 You may not without our prior consent permit any other person to have use of the box in any way.

## **3. Fees and security deposit**

- 3.1 You will pay us an annual fee in advance in the amount set by us. Payment is due on our acceptance of your application for the box, and on each anniversary thereafter.
- 3.2 You will pay us a security deposit, on our acceptance of your application for the box, to secure the performance of your obligations. You will pay us further amounts to replenish the security deposit after application by us or to bring it up to the new amount set by us.
- 3.3 The security deposit will be retained by us during your use of the box and may be applied towards payment of your obligations. Subject to our rights, the security deposit will be refunded to you without interest after 7 business days after your return of the box and all keys to us in conditions satisfactory to us.

3.4 Interest accrues on all sums payable by you from the due date to the date of actual payment (before and after judgment). Such interest is calculated at the rate of 4% per annum over our prime rate, and will be compounded monthly.

#### **4. Authorized representatives (Authorized signatories)**

4.1 You will ensure that only you and your authorized representatives have access to the box and the keys.

4.2 You may appoint and remove authorized representatives in the manner we prescribe. We may restrict the number of your authorized representatives. We may refuse to deal with any authorized representatives without giving any reason.

4.3 Your authorized representatives have your authority to do anything in relation to the box and anything in it and may authorize our debiting your accounts with amounts payable by you. You will be responsible for their acts and omissions.

4.4 Your authorized representatives' authority will not be revoked until we have received written notice revoking their authority.

#### **5. Limit of liability / indemnity**

5.1 Unless caused by our wilful misconduct or negligence, we are not liable for:

(a) any delay or interruption in your having access to the box, or any inability to use the box; or

(b) any loss or damage to the contents of the box howsoever caused, including by theft, burglary or the wrongful act of any person, including our employees or agents, or the condition (including temperature, light, humidity, ventilation etc.) of the box or the vault where the box is, or any deficiency, malfunctioning or failure of the air-conditioning plant at the vault, or the reduction or discontinuation of air-conditioning at any time.

5.2 The limits of our liability in these Rules and our Conditions for Services do not apply to death or personal injury.

## **6. Termination**

- 6.1 You may terminate your use of the box at the end of an annual period after giving us 14 days' prior written notice. Your termination will only be effective when you have emptied the box and returned all keys to us. If you terminate your use of the box before the end of an annual period, the annual fee paid will not be refunded.
- 6.2 In the event the customers terminate the box before the expiry of rental service, the Bank will not refund the paid annual fee to the customer.
- 6.3 We may terminate your use of the box forthwith, and not refund the annual fee paid, if:
- (a) any sum due to us remains unpaid for 3 months or more; or
  - (b) you have not performed any of your other obligations.
- 6.4 We may terminate your use of the box at any time by giving you 1 month's notice. A proportional part of the annual fee paid will be refunded to you subject to our rights.
- 6.5 Upon termination of your use of the box for any reason, you will at once open the box, empty its contents and return all keys to us in good condition. If you do not do so, we may:
- (a) charge fees for the box until it has been emptied and the keys have been returned to us;
  - (b) without notice to you, open the box and dispose of its contents.

If within 3 months, you have not removed the contents of the box, you will be deemed to have abandoned them. We may destroy or dispose of such contents.

We may at your cost employ notary public, solicitor, valuer, contractors, workmen and others. We will not be responsible for their acts or omissions. Disposals will be at your risks. We will not incur any liability in respect of any sale at a price of not less than that valued by a professional valuer appointed by us.

## **7. Death**

- 7.1 Your estate will continue to be liable under these Rules until termination of use of the box by your personal representative.

- 7.2 Until grant of probate or letters of administration, we may refuse access to the box except for the purpose of taking an inventory of the contents, after the consent of the Estate Duty Commissioner or such other relevant Governmental Authority has been obtained.
- 7.3 In the case of jointly rented box, the joint renters agree that the surviving renter has the right of survivorship which means that the remaining contents in the box will belong to the surviving renter upon the death of a joint renter. The surviving renter can have access to the box and remove contents from the box without the presence of the personal representative of the estate of the deceased renter provided that the surviving renter can show sufficient proof to us that the deceased renter had passed away for over 12 months, that an inventory of the contents in the safe deposit box has already been prepared in accordance with the relevant legal requirements and the surviving renter agrees to sign all the documents that may be required by us (subjected to any applicable laws, rules and regulations or any guidelines or directions given by any relevant authority, whether having the force of law).

