

# 海暉貨櫃自助倉有限公司

## Ocean First Container Storage Ltd

通訊地址: 新界元朗流浮山屏廈路 249 號

寫字樓地址: 新界青衣青衣航運路與青高路交界葵青第 3758 號

貨櫃倉地址: 新界青衣青衣航運路與青高路交界葵青第 3787 號

電郵: rent@ofstorage.com.hk 網址: www.ofstorage.com.hk

電話: 3953 9299 傳真: 2744 2236 Whatsapp: 6461 1926

### 海暉貨櫃自助倉標準經營條款

(由二零一九年十一月一日開始生效)

1. 租戶須提供身份證、商業登記、地址等證明文件在申請租櫃時供查閱及影印存案，及提供圖章及簽署式樣留存本公司作日後核對資料之用。租客以私人名義租用貨櫃自助倉須提供身份證副本，如以公司名義租用須提供商業登記副本。辦理租櫃時，須經雙方一併檢查所租貨櫃之內外狀況，確認妥善完整無缺後才租用。客戶於租期內須保持貨櫃內外完整及清潔，如有任何損毀，租客須負責賠償一切費用。退租時，須清理妥當，保持原狀交吉。如有發現破損(自然損壞除外)，租戶須照合理價錢賠償：如貨櫃內需要本公司清潔處理，租戶須支付代清理費。
2. 本公司不設搬運服務，租戶須自行安排運輸及裝卸貨，場內有剷車租用及手腳車借用服務提供。剷車服務外判予海暉物流有限公司，該公司會連同司機租用。手腳車將由租客操用，租客應安全地在場地內使用。場內車速限制為 5 公里，請租客遵守場內交通指示。
3. 租金以月結形式繳付，租期按月租計算，不足 1 個月者亦以 1 個月計算。租戶如退租須於租期完結前通知本公司，否則當自動續租下月。
4. 客戶均須於起租時每櫃繳付 2 個月按金，按金會於租戶辦妥退租手續後發還，無須支付利息。
5. 租戶須於發票發出日期 7 天內繳交款項，逾期繳交將按照月息 2% 計算逾期未付款項的利息，計息期自有關款項逾期未付之日起計，直至支付有關款項之日為止。逾期交租期間本公司會將相關貨櫃倉上鎖而不作另行通知。如重新開鎖，租戶須付本公司開鎖費及行政費 \$ 340。
6. 逾期一個月尚未清繳發票者，本公司將以書面通知其最後之通訊地址要求在寬限期七天清付，如寬限期內仍未付款及未能依章清除櫃內物品，即作棄貨論及授權本公司將櫃內之所有物品當作垃圾棄置或在廿八天內進行拍賣，所有因而引致物件之滅損及連帶性的後果，租戶同意與物件一併放棄不予任何索賠，本公司亦無須負責。處理棄置物品或拍賣所產生之費用租戶須予承擔及清付。逾期繳付發票者，本公司保留採取法律行動之權利追討欠款。
7. 所有收費詳情，請參閱本公司收費表。
8. 在營業時間內及登記後，租戶可自由處理其儲存在貨櫃內之物品，無須另外收費。提取物品後須立即離場，不作無謂逗留。在下列任何情況下，租戶將被拒絕進入貨櫃倉：
  - 甲、發票逾期未繳交；
  - 乙、租戶違反本公司經營條款；
  - 丙、當八號或以上颱風警告訊號或黑色暴雨警告訊號發出。
9. 租櫃只能存放工具、貨物等，嚴禁在櫃內生火或燒焊，免生危險。貨櫃不得移動及僭建物件。租

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戶不得轉租及利用該櫃作非法用途，或存放爆炸性物品、易燃液體、危險性違禁之藥物、任何違禁、具危險性、腐蝕性或對公眾有害之物品，倘有違反本規條而令本公司遭受損失時，租戶須負責賠償。如本公司懷疑櫃內載有上述物品或該櫃之使用有違反本經營條款時或政府有關部門著令開櫃時，本公司得隨時要求租戶或受權人開櫃檢查，如不照辦，則本公司有權剪鎖開櫃及處理櫃內物件，所有因而引起之費用及後果，均由租戶負責。

10. 租戶應自購保險以保障其存放之貨物及工作人員之安全。進場期間，進場人士對一切貨物滅損及人身傷亡自行負責與本公司無關及同意不向本公司追究任何責任。本公司對租戶的貨物均沒有任何託管責任。

11. 租戶知悉貨櫃是用作短期儲存貨物用途，因天氣關係，貨櫃及其在內之貨物會受天氣影響而受潮、黴菌、變色、鏽蝕、水濕已致腐爛。此外本公司在任何包括但不止於下列之情況所引致的損害、延誤及任何連帶性之損失及影響（包括但不止於經濟損失，售價、用途，機遇，市場）無須負上任何責任：

甲、貨物的先天缺陷；包裝不詳、不善、不足、不當。

乙、本公司在合理盡職仍無法避免的情況如抗議、罷工、停工或勞工阻礙；

丙、天災；

丁、本公司無法避免的任何原因或事故及合理情況下仍無法防止因此而起的後果；

戊、本公司或其僱員、分判商或代理人遵照客戶或貨主的指示處理貨物。

在儲存期間，租戶須自行對其儲存之物品作出適當之保護，物品如有任何滅損，不論本公司錯失與否，本公司絕不須負任何責任。本公司不會負責一切如蛇蟲鼠蟻、盜竊、遭刑事毀壞、水災、失火、遭其他貨櫃失火而被波及等一切意外事件。

12. 本公司的責任限制在無損此條款章節 11 的情況下，無論如何引致，及即使滅損的原因無法解釋，將不超於：

甲、有關貨物的貨物發票價值或貨物市值，或

乙、以其毛重量每公斤港幣\$10.00 計算

本公司的責任以上列最低者為限，及於任何情況下本公司於每件事件或共同原因所致的多件事件賠償不超於總額港幣\$20,000.00。

租戶應在取貨當天檢查該貨物，如有任何索償請於當天提出。如有任何控訴請於 9 個月內提出控訴。

13. 本公司有權移動已租用之貨櫃倉而不另行通知，所有因而引起之損失或損壞，本公司無須負責。

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14. 本公司有權隨時給予租戶不少於一個月之時間通知調整租金。

### 個人資料的說明

租戶當據實提供個人資料及文件，以供本公司辦理有關此租約事務，本公司會遵照個人資料(私隱)條例將資料保密，惟可應政府部門如海關，警務署等要求及本公司有關業務上需要而提供使用，本公司得影印資料及文件以存檔案。



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### **OCEAN FIRST CONTAINER STORAGE STANDARD TRADING TERMS**

(Effective from 1<sup>st</sup> November, 2019)

1. Tenant should provide identity cards, business registration, address proof documents when applying for rental service for inspection and photocopying filing. Tenants should also provide company stamp and signature verification for future identification purposes. For personal talent who needs to provide HKID copy, and for corporate talent who need to provide business registration copy. The container equipment should be checked properly by both tenant and lessor, and confirm they are intact before rent the container. During the rental period, talent needs to keep the container clean and tidy, if any damage, talent has the responsibility for all costs. Upon the end of the tenancy, tenants should make sure the container is clean and tidy, and keep the container vacant. If the container is found damaged (excluding natural damage), tenant shall make reasonable compensation. If the cleanliness of the container is found unacceptable, tenant is required to pay clean-up costs.
2. Ocean First Container Storage does not provide transportation and moving service, tenant shall arrange by themselves. There is forklift and hand pallet truck for hire in the venue, please refer to the price list of Ocean First Container Storage. Forklift service outsourced to Ocean First Logistics Limited, the company will be rented with the driver. The hand pallet truck will be operated by the tenant and the tenant should be safely used in the site. The speed limit is 5 km and the tenant is required to comply with the on-site traffic instructions.
3. Rent is charged monthly, the lease is calculated on a monthly basis. If the rental period less than 1 month is also calculated in 1 month. Talent has to inform the company before the end of the lease, otherwise it will automatically renew for the next month.
4. Talent is required to pay 2 months deposit for each container, deposit will be returned to client when tenancy is terminated.
5. Talent shall pay the invoice within 7 days from the date of issue of the invoice. If invoice is overdue, Ocean First Container Storage should be charged interest 2% per month or part thereof from the date when such sums become due until the date of payment. The period of the overdue invoice, the container will be locked without further notice. After locked, the talent shall pay for the unlock fee and administration fee (\$340).
6. Those who have not yet paid the invoice over one month, will be notified by the Company in writing that their final mailing address is required to be paid within the 7 days grace period. If the payment is not made within the grace period and the items in the container warehouse are not cleared. The Company is

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being authorized to treat all items in the container warehouse as waste disposal or auction within 28 days, all resulting in the destruction of objects and the consequences of joint, the tenants agreed to waive any claims with the object, The Company shall not be responsible. Tenant is required to pay the charges from disposal of the items or auctions. Overdue payment of invoice, the Company reserves the right to take legal action to recover the arrears.

7. Please refer to the company's price list for all the pricing details.
8. During the office hour and after registration, the tenant can freely handle the goods in the container without additional charges. After extract from the container, talent needs to leave the site immediately. In any of the following circumstances, the tenant will be refused entry into the container warehouse :
  - A. Late invoice payment;
  - B. Tenant violates the company's Standard Terms and Conditions;
  - C. When there is Typhoon Signal No. 8 or above or a black rainstorm warning.
9. The container can only store tools or goods, fire and welding is prohibited. Container cannot be moved or building illegal structures. Tenant shall not sublease and use the container for illegal purposes, or store explosive materials, flammable liquids, hazardous contraband of drugs, corrosive or harmful to public goods, if there is violation of the rules and causes Ocean First Container Storage to suffer losses, tenant is required to pay for the responsible and compensation. If we suspect that the container contain the above items or are in breach of the terms; or government departments order to open the container, Ocean First Container Storage can require the tenant to open the container at any time for inspection. If tenant fail to do so, Ocean First Container Storage is entitled to cut the lock to open container and handle objects inside, tenant is responsible for all the costs and consequences made.
10. Tenant shall buy their own insurance to protect the safety of the goods and their staffs. Any activities inside the site that causes any loss of the goods or talent's staff safety, tenant should take all the responsibility and agreed not to hold any responsibility to the company. The Company does not have any custodial liability for tenant's goods.
11. Tenants should aware that containers are used for short-term storage of goods. Under normal or abnormal weather conditions, the stored items might be affected and lead to appear molds, discoloration, or/ and rusting on the surface.

In addition, the Company shall not be liable for any damage, delay and any consequential damages and undesired effects (including but not limited to economic loss, price, use, opportunity, market) arising from any circumstances other than, but not limited to, the following:

- A. the birth defects of the goods; packaging is not comprehensive, poor, inadequate, improper.
- B. the Company cannot avoid loss under reasonable conditions such as protest, strike, suspension or

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- labor obstruction;
- C. natural disasters;
- D. the Company cannot avoid any causes or accidents and reasonable circumstances still cannot prevent the consequences of this;
- E. the Company or its employees, subcontractors or agents in accordance with the instructions of customers or owner of goods.

During the period of storage, the tenant shall, at his or her own expense, make any appropriate protection for the items he or she has stored. In the event of any damage to the goods, the company will not give any responsibility for the damage or damage of loss. The Company will not be responsible for all contingencies such as pets and mosquito, theft, criminal damage, floods, fire, fire caused by other containers.

12. The liability of the Company only limit to, without breaching the terms of section (11), in any case lead to, and the reasons for the loss or damage even if unexplained, not exceeding
  - A. Invoice value of the goods or goods market value of goods, or;
  - B. HK\$10.00 per kg gross weight in its calculation. The responsibilities of the company are limited to the above list, whichever the lowest amount, and in any case, the compensation of incidents arises from common reasons for every event does not exceed the aggregate of HK \$ 100,000.00. Talent shall check the goods on the date of packing up, if any claim talent shall made on the same day. If there is any complaint, please file the complaint within 9 months.
13. The company shall be entitled to relocate the container without further notice. The company shall not be responsible for all the loss and damage made.
14. The Company reserves the right to notify the tenant not less than one month notice of the adjustment of the rent.

### Explanation of personal information

Tenant shall provide factual information and personal documents for the company to handle the lease affairs. Ocean First Container Storage will comply with the Personal Data (Privacy) Ordinance, tenant's personal data will be kept confidential, the data will only be used for Ocean First Container Storage business purpose , and will only be released under government departments (such as customs, police department etc. ) request, tenants data are photocopied and filed.