



CONDITIONS OF LEASE OF SAFE DEPOSIT LOCKER (*Limited Company/Society/Association/Club)
保管箱租賃契約 (*有限公司 / 社團 / 協會 / 會所戶口)

Note 注意： 1. Please complete in **Block Letters** and tick where applicable. 請用正楷填寫，並在適當的地方加上剔號。
2. * Please delete whichever is not appropriate. *請刪去不適用者。

We,

whose registered office is situated at

("the Lessee", which expression shall include its lawful successors and assigns) agree to lease from The Hongkong and Shanghai Banking Corporation Limited ("the Bank") Safe Deposit Locker No. at ("the Locker")

from this date for a period of one year and thereafter from year to year unless terminated as hereinafter provided at an annual rent of

HKD or of such other sum as may be notified to the Lessee by the Bank from time to time (such other sum to be

effective from the commencement of the next succeeding year hereunder) payable in advance subject to the following conditions:

1. The Lessee shall, through its duly appointed deputy, have access to the Locker at all reasonable times during the usual business hours of the Bank subject to such regulations as may from time to time be made by the Bank. Access will be permitted to any deputy duly appointed by the Lessee on a written application signed in accordance with the signing instructions on the current Safe Deposit Signature Card. The Bank may at its discretion require the production of an identity card or other and additional means of identification.
2. The Lessee shall not assign this lease nor grant any sublease of the Locker nor permit any person other than a duly appointed deputy to have access to or use the Locker or any part thereof. The Lessee is responsible for the use of the Locker and should use the Locker for depositing valuables and other property subject to any applicable law. In particular, the Lessee must ensure that the Locker does not contain firearms, illegal drugs or any other items which are associated with illegal activity or possession of which is prohibited by law. The Lessee should not use and should not permit any deputy to use the Locker for any illegal or unlawful purposes or for the storage of any item or matter that is explosive, inflammable, liquid, dangerous, illegal, corrosive or, in the Bank's reasonable opinion, is or is likely to become a nuisance to the Bank or other locker users (collectively, "Prohibited Items"). The Lessee undertakes to keep the Bank fully indemnified against all actions, proceedings, claims, damages, losses and costs which the Bank may suffer, incur or sustain as a result of or in connection with any breach on the Lessee's part of this condition or any other terms or conditions herein contained or of any applicable laws and regulations.
3. If the Bank has reasonable suspicion that the Locker contains any Prohibited Item or is being used for any unlawful purpose or otherwise in contravention of any of the terms and conditions herein or any applicable laws and regulations, the Bank may call upon the Lessee or any deputy to immediately open the Locker for inspection. Should the Lessee or the deputy fails to open the Locker as required, the Bank has the right to do the following (or any of them) without prior notice to the Lessee or any deputy or obtaining the Lessee's or any deputy's consent, and the Bank will not be liable to the Lessee:
 - (a) break open the Locker and deal with or dispose of any Prohibited Item in any manner as the Bank considers appropriate;
 - (b) recover from the Lessee any reasonable cost and expenses incurred by the Bank in disposing of that Prohibited Item; and
 - (c) exercise any other right the Bank may have in law or under any agreement.
4. The Lessee shall permit the Bank to have access to the Locker for the purpose of effecting any repairs which the Bank may consider necessary or desirable, provided that except in an emergency the Bank shall give the Lessee reasonable notice of any such access and the opportunity to be present.
5. **Except in respect of loss, damage or delay directly caused by the wilful default or negligence of the Bank's own officers or employees, the use of the Locker is entirely at the risk of the Lessee, which should consider effecting insurance in respect of the contents of the Locker.**
6. Upon payment by the Lessee of such deposit as may from time to time be prescribed, they will be given the use of a key to the Locker. This key will remain the property of the Bank and must be returned to the Bank on termination of the lease and no key other than that issued by the Bank may be used. No person other than a duly appointed deputy shall be permitted to use the key. In the event of loss of the key or failure to return it to the Bank or the necessity of providing a new key, the Bank shall be entitled to a break-in fee of an amount specified in its Tariff. A new key may be issued to the Lessee on the same terms on proof of loss and the giving of an indemnity by the Lessee to the satisfaction of the Bank and upon payment of the prescribed deposit and of the break-in fee referred to above. When a key is lost or missing, immediate notice must be given to the Bank. Subject as aforesaid and to the Bank's right to apply the same or any part thereof to the payment of any sums due from the Lessee to the Bank hereunder, the deposit or the balance thereof (if any) shall be repaid to the Lessee upon due surrender of the Locker and the key thereto.
7. The rent shall be payable annually in advance. If the Lessee does not wish to continue the lease they shall give the Bank at least one month's notice in writing before the expiry of each year's lease. Failing such notice and if the key is not returned on or before due date, the lease shall be deemed to continued for another year. Nevertheless, the Bank may at any time during the continuance of the lease terminate the lease by notice to the Lessee with immediate effect in the event of any failure by the Lessee to comply with the terms herein or by giving one month's notice of its termination. No part of the rent shall be refundable if the lease is terminated during the course of a period in respect of which rent has been paid.

8. Upon failure to pay the rent when due whether demanded or not or to observe any of the conditions of this lease neither the Lessee nor any deputy shall have any right of access to the Locker but shall remain liable to pay the rent. The Bank shall in such event give notice to the Lessee requiring payment of the rent due or the performance of any condition of the lease not observed. If after four weeks after the giving of such notice any money remains unpaid or any such condition remains unfulfilled or if the Bank terminates the lease in accordance with the terms hereof, then the Bank (without prejudice to any other remedy) shall be at liberty without any further notice to force open the Locker in such manner as it thinks fit and retain the contents at the risk of the Lessee in such place as it may think fit at double the original rent. After forcing open the Locker, the Bank shall give notice to the Lessee requesting the Lessee to collect the contents subject to the payment of the outstanding rent. If, within a further period of 12 months thereafter, the money due is not paid or such condition is not fulfilled and/or the contents are not collected, the Bank may after giving not less than 14 days' notice of its intention to do so and at the expense of the Lessee sell by public auction or private sale (and/or otherwise dispose of) the whole or any part of the contents of the Locker and apply the proceeds of the sale (if any) towards payment of any monies due to the Bank under this lease and the Bank shall not be liable for any loss which may be occasioned by any such sale (or disposal).
9. All repairs, replacements and alterations to the Locker, lock or keys shall be effected exclusively by workmen nominated by the Bank, and such of them as may be required as a result of damage caused (otherwise than by fair wear and tear) by the Lessee or any deputy shall be paid by the Lessee.
10. Any notice sent to the Lessee by post at its registered office or its address last notified to the Bank shall be deemed to have been duly served on the Lessee two days after posting.
11. The Locker with its key shall at or prior to noon on the day of the termination of the lease be surrendered to the Bank in as good a state as the reasonable use thereof will permit.
12. The Bank reserves the right at any time to vary or amend the conditions set out herein upon giving prior notice to the Lessee by post, by way of display in the Bank's premises or by such other method as the Bank may decide. If the Lessee does not give notice to the Bank to terminate the lease in accordance with the terms hereof (that is, by not less than one month's notice) prior to the expiry of the notice period, the Lessee shall be deemed to have agreed to such variation or amendment. For the avoidance of doubt, the conditions herein shall continue to apply unvaried or unamended until the date when such termination takes effect (or until any earlier termination hereof in accordance with the terms herein).
13. These Conditions of Lease shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The Lessee hereby submits to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region. No person other than the Bank and the Lessee will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Conditions of Lease.

Dated this day of .

X	Authorised Signature for and on behalf of the Lessee	Full Name
		Capacity
		Address
X	Authorised Signature for and on behalf of the Lessee	Full Name
		Capacity
		Address

For Bank Use Only		
Level of Activity Anticipated Total Number of Access to Safe Deposit Box - Per Month: - Per Year:	Types of Assets in the Safe Deposit Box <input type="checkbox"/> Certificates <input type="checkbox"/> Jewellery <input type="checkbox"/> Legal Documents <input type="checkbox"/> Gold <input type="checkbox"/> Cash <input type="checkbox"/> Passport, Birth Certificate <input type="checkbox"/> Insurance Policy <input type="checkbox"/> Others (<i>please specify</i>):	Branch Chop

譯文

(此譯文僅供客戶參考，不能正式簽訂。)

立租約人

登記地址

(以下簡稱「承租人」，包括承租人的合法繼承人及受讓人)，同意自即日起，租用香港上海滙豐銀行有限公司 (以下簡稱「貴銀行」) 設於 [] 的第 [] 號保管箱 (以下簡稱「保管箱」)，為期一年，並於其後每年續租，除非依約終止；每年租金 [] 港幣 [] 元，或按貴銀行不時通知承租人的其他數額 (該數額應自下一年續租時開始生效) 上期繳付，並同意受以下各項條款約束：

1. 承租人透過其妥為委任的代理人須在貴銀行正常營業日的合理時間內，依照貴銀行不時制訂的規則使用保管箱。承租人的委任代理人於使用保管箱時，須簽具申請表格，其簽名式樣須與當時在保管箱印鑑卡上的簽名式樣相同。此外，貴銀行有權酌情要求使用者出示身分證及 / 或其他證明文件。
2. 承租人不得將租用的保管箱轉租或分租予他人，亦不得允許其委任代理人以外的任何人士進入或使用保管箱或其任何部分。承租人須為使用保管箱承擔責任，並應根據任何適用法律的規限下，使用保管箱存放貴重物品和其他財物。特別注意，承租人必須確保保管箱內不存放槍械、違禁藥物或任何與非法活動相關或被法律禁止持有的物品。承租人不得使用、並不得允許任何代理人使用保管箱作任何非法用途，並不得存放任何具爆炸性、易燃、液體、具危險性、非法或具腐蝕性、或貴銀行合理認為會對貴銀行或其他保管箱租用者構成滋擾的物品 (統稱「禁制物品」)。倘若承租人違反本條款，或本租約內所載的任何其他條款，或任何適用的法律法規，承租人承諾就貴銀行可能蒙受、涉及或出現之一切行動、訴訟、索償、損失、虧損及費用作出全數賠償。
3. 若貴銀行有合理懷疑，保管箱內存放任何禁制物品，或保管箱被用於任何不法用途或其使用有違反本租約或任何有關條款或任何適用的法律法規，貴銀行可以要求承租人或其任何代理人立刻開啓保管箱以供檢查。若承租人或其代理人並無按要求開啓保管箱，貴銀行有權在毋須事先通知承租人或其任何代理人、或毋須獲得承租人或其任何代理人同意的情況下進行以下 (或其中任何一項) 行動，並且貴銀行對承租人不承擔責任：
 - (a) 鑿開保管箱並以貴銀行認為適當的方式處理或處置任何禁制物品；
 - (b) 向承租人追討貴銀行處理該等禁制物品所產生的任何合理費用及開支；以及
 - (c) 行使任何由法律或任何協議賦予貴銀行任何權利。
4. 承租人須准許貴銀行有權進入保管箱以進行貴銀行認為必要或應要的維修，但貴銀行須給予承租人合理時間的事先通知，讓承租人有機會親臨現場，除非在緊急情況下則例外。
5. 除因貴銀行職員或僱員的故意違約或疏忽而直接導致的遺失、損毀或延誤外，承租人須全面承擔使用保管箱的所有風險，為此承租人應考慮為保管箱內的物品購買保險。
6. 承租人如期繳付不時訂明的保證金後，即獲發給保管箱鎖匙一條。此鎖匙為貴銀行的財物，必須於終止本租約時歸還給貴銀行；除貴銀行所發者外，不得使用其他鎖匙。除承租人所委任的代理人外，不得允許其他任何人士使用該鎖匙。承租人如遺失該鎖匙，或於到期時不能將之歸還貴銀行，或需另配新鎖匙，則貴銀行可按照保管箱收費表所訂定的鑿箱費用收費。新鎖匙須於承租人提供遺失證明及貴銀行所認可的賠償保證書，另繳鎖匙保證金及清付上述鑿箱費用後，方可按相同條款發給承租人。遺失鎖匙時，必須立即通知貴銀行。貴銀行得按照上述規定，使用保證金的全部或部分，以抵付承租人積欠貴銀行的款項。保證金或其剩餘部分 (如有)，則應於交還保管箱及鎖匙後，歸還承租人。
7. 租金應於每年預付一年。如承租人不擬續租，則須於每年租約期滿前給予貴銀行至少一個月的書面通知。倘若既不發出通知，亦不將鎖匙於期滿日或之前交還，則本租約將視為續期一年。然而，在租約繼續生效期內，若承租人違反本租約的任何條款，貴銀行可隨時在給予承租人即時生效通知的情況下終止本租約，或在給予一個月通知的情況下終止本租約。如租約在已付租金期間被終止，租金概不退還。
8. 承租人若於到期時不繳付租金 (不論貴銀行曾否催繳)，或不遵守本租約的任何條款，承租人或其代理人即無權使用其所租賃的保管箱，但仍須負責繳付所欠租金。在此情況下，貴銀行須向承租人發出通知，要求承租人繳付已到期的租金或履行未遵守的任何租約條款規定。若在發出通知後逾四個星期仍不付清積欠款項或不履行有關條款或貴銀行根據本租約條款終止本租約，則貴銀行在不影響其他補救辦法的情況下，可自行在毋須給予進一步通知及以其認為適當的方式鑿開保管箱，並將箱內所存物品保留在貴銀行認為適當之處，承租人須自行承擔風險及繳納按原租金雙倍計算的保管費用。鑿開保管箱後，貴銀行須向承租人發出通知，要求承租人在付清所欠租金後領回保管箱內所存物品。如其後再過12個月仍不付清積欠款項或不履行有關條款及 / 或仍未領回保管箱內所存物品，則貴銀行可在給予承租人不少於14日的意向通知及由承租人承擔全部費用的情況下，將箱內所存物品的全部或部分公開拍賣或私人售賣 (及 / 或以其他方式處置)，並將所得款額 (如有) 清償依本租約積欠貴銀行的款項。由於此等售賣 (或處置) 而導致的任何損失，貴銀行概毋須承擔任何責任。

9. 保管箱、鎖及鎖匙的修理、更換及改裝工作，必須由貴銀行所指定的技工專責承辦。凡由承租人或其代理人所導致的損壞（合理的磨損除外）而須進行修理、更換及改裝的費用，均由承租人支付。
10. 凡以郵遞方式按照貴銀行所獲知會的承租人最後登記地址而寄交承租人的各項通知，均視為在寄發後兩天送達承租人。
11. 保管箱及鎖匙須於租約終止日的中午或之前，以經過合理使用後的完整狀態交還貴銀行。
12. 貴銀行保留權利，可以在透過郵遞、於貴銀行營業地點張貼通告或貴銀行決定的其他方式向承租人發出事先通知的情況下，隨時變更或修訂本租約的條款。若承租人在通知期屆滿前未有根據本租約規定（即給予不少於一個月的事先通知）向貴銀行發出終止租約通知，承租人將被視為同意該等變更或修訂條款。為免生疑問，本租約原載條款將維持不變地繼續適用，直至上述的終止租約要求生效為止（或直至任何較早時根據本租約條款提出的終止租約要求生效為止）。
13. 本租約條文受香港特別行政區的法律所管轄，並以其為解釋依據。承租人謹此接受香港特別行政區法院的非專屬司法管轄權。除銀行及承租人以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本租約的任何條文，或享有本租約的任何條文下的利益。

年 月 日。

X 承租人簽署	全名
	職位
	地址
X 承租人簽署	全名
	職位
	地址

銀行專用		
Level of Activity Anticipated Total Number of Access to Safe Deposit Box - Per Month: - Per Year:	Types of Assets in the Safe Deposit Box <input type="checkbox"/> Certificates <input type="checkbox"/> Jewelry <input type="checkbox"/> Legal Documents <input type="checkbox"/> Gold <input type="checkbox"/> Cash <input type="checkbox"/> Passport, Birth Certificate <input type="checkbox"/> Insurance Policy <input type="checkbox"/> Others (please specify):	Branch Chop