

Business Users - General Terms and Conditions

1. This platform is operated by Peak Tramways Company, Limited & The Peak Tower Limited (“The Company”) for business customers only. By registering your account with the Company, you agree to be bound by these general terms and conditions as a business user (a “Business User”). The Company further reserves the right to (i) amend or supplement these terms and conditions by notice on this platform or by separate notice in writing; (ii) change the ticket prices and validity; (iii) change any block-out dates and designated day dates and (iv) terminate or suspend the availability of any offer, discount or promotion, in each case, at any time and from time to time without prior notice.
2. The tickets are priced in Hong Kong dollars. Please note however that the amount charged may be subject to exchange rate, and charges as determined and charged by the payment service provider from time to time.
3. The tickets sold through this platform are subject to the terms and conditions stated on the tickets, the payment terms and conditions, as well as these general terms and conditions (together the “Conditions”). For this purpose of the Conditions, any “ticket” shall include any coupon and /or voucher valid for redemption.
4. Tickets and any offer or promotion are non-transferable, non-refundable and non-exchangeable, either in whole or in part, for cash or any other items, and cannot be used in conjunction with other ticket promotions or discounts.
5. The rates offer to the Business User are confidential and shall not be disclosed or applied to other Business Users or affiliates of the Business User.
6. The Business User shall take all possible precautions, procedures and actions to prevent any misprinting, misuse or misrepresentation with respect to the tickets. The Business User shall bear all liabilities and be responsible for payment for all the tickets, including misprint or counterfeit, received by the Company. The Company shall not be liable in any event.
7. The Company accepts no responsibility for any lost ticket.
8. The Business User shall ensure that there is sufficient cash balance to purchase tickets through its account.
9. The Company has the final right to dishonor or reject the ticket or refuse to provide the services to the ticket holder under the following circumstances:
 1. if the Business User fails to settle payment promptly; or
 2. if the ticket has been altered or defaced.
10. Each ticket must be used for one admission by the same person on the same day during the specified validity period.
11. If there is any technical issue with this platform, the Business User may contact the Company by email to salestpc@peninsula.com and the Company shall use its reasonable endeavours to resolve the technical issue or provide alternative means for the Business User to purchase tickets. In no circumstance shall the Company be otherwise responsible for any malfunction or technical issues with this platform or liable for any claims, losses, costs and expenses of any nature whatsoever.
12. Published rates for the public, opening hours and terms of operations (e.g., suspension of tram services, admission control, etc.) are subject to change without prior notice. The Company shall not be liable or responsible for any failure or delay in performance of any of its services that is caused by an act or event beyond its reasonable control. This includes

without limitation any failure of the ticketing system or suspension due to inclement weather or emergency situations.

13. Without limiting any of the Company's other rights, the Company may suspend the offer of tickets to a Business User immediately or terminate its account with 7 days' notice by email if:

1. the Business User's account has not recorded any transaction within the last 12 months;
2. the Business User has materially breached any Condition,
3. the Business User has taken any step or action relating to its liquidation or winding-up, or has entered into creditor arrangement, or has a receiver appointed over its assets or has otherwise ceased to carry on all or substantial part of its business; or
4. the Business User's financial position deteriorates to such an extent that it is incapable of complying with the Conditions.

If the Company terminates a Business User's account pursuant to clause 11(i) above, the Company shall refund the outstanding balance in the Business User's account within a reasonable period after termination, after deduction of any due but unpaid amounts from the Business User and any monetary claim against the Business User.

14. Should the Business User wish to terminate its account, it may do so by sending an email in writing to salestpc@peninsula.com. Termination will take effect within 30 days of the Company's receipt of the notice. The Company reserves the right to deduct or set-off the balance in the Business User account against any due but unpaid amounts from the Business User and any monetary claim against the Business User.

15. In case of repair, maintenance, inclement weather including but not limit to the hoisting of tropical cyclone signal no.8 or above or black rainstorm warnings, emergency or other reasons, The Company may suspend the operation of the Peak Tram or Sky Terrace 428 at any time. The Company will provide more information on ticketing arrangements at the time on its website and/or at the station.

16. In case the Peak Tram or Sky Terrace 428 reaches its maximum capacity, The Company may exercise admission control and guests shall follow the instruction of The Company staff for entry arrangement.

17. The offer of purchase of any ticket is made in Hong Kong and these terms and conditions are governed by the laws of Hong Kong and subject to the interpretation of The Company which shall be final and conclusive.

18. In case of any dispute, the decision of The Company shall be final.