

Rules for Guangzhou-Shenzhen-Hong Kong High Speed Rail Cross-Boundary Passenger Transport

Chapter 1: General Provisions

Rule 1: These Rules herein are formulated for the purpose of ensuring the orderly operation of the Guangzhou-Shenzhen-Hong Kong High Speed Rail cross-boundary passenger transport, and protecting the respective legal rights and interests of all parties to the railway passenger transport contract. These Rules are written in accordance with the laws of Mainland China and the Hong Kong Special Administrative Region.

Rule 2: These Rules are applicable to High Speed Rail cross-boundary passenger transport between the stations managed by CHINA RAILWAY (hereinafter referred to as CR) and Hong Kong West Kowloon Station. The Railway Transport Enterprises in Mainland China participating in Guangzhou-Shenzhen-Hong Kong High Speed Rail cross-boundary transport, MTR Corporation Limited (hereinafter referred to as MTR), and all cross-boundary passengers are bound by these Rules.

Rule 3: CR and MTR shall, in accordance with these Rules, prepare their respective Notes to Passengers, and publicise such information to passengers on operations premises, on the back of tickets, websites, and through other channels. Any changes should be publicised prior to their implementation. Passengers shall make enquiries by calling the customer service hotline (Mainland: 86-city area code-12306, Hong Kong: 852-2120 0888).

Rule 4: Unless otherwise specified, the currency in these Rules is in Renminbi (RMB). If any payment is to be made in Hong Kong Dollars (HKD), the exchange rate shall be the central parity rate of the exchange rates of RMB against HKD in the interbank foreign exchange market published by the People's Bank of China on the 21st day of the previous calendar month (or the immediate preceding business day if the 21st day is a public holiday in Mainland China).

Rule 5: The following terms have these meanings when used in these Rules:

Railway Transport Enterprise(s): enterprise(s) in Mainland China participating in Guangzhou-Shenzhen-Hong Kong High Speed Rail cross-boundary transport and/or MTR.

Cross-Boundary Passengers: passengers who hold tickets with the Departure Station or Arrival Station being Hong Kong West Kowloon Station, including any accompanying children who are eligible for free travel.

High Speed Rail Cross-Boundary Trains: the High Speed Rail trains which operate between the passenger stations managed by CR and Hong Kong West Kowloon Station.

Guangzhou-Shenzhen-Hong Kong Section: the High Speed Rail section between Guangzhounan Station and Hong Kong West Kowloon Station.

Record of Operations: a written proof prepared under special circumstances during the course of passenger transport for the purpose of recording certain matters between the Railway Transport Enterprise(s) and the passenger, or the handover of business between the trains and stations.

12306 Website: the ticketing and service website of CR at www.12306.cn (including the “铁路 12306” mobile application).

MTR Online Ticketing Website: www.mtr.com.hk/highspeed.

Notes to Passengers: the matters for attention that the Railway Transport Enterprise(s) publicises to passengers.

Real-name Policy: the policy which requires passengers to provide valid identification documents when purchasing, collecting, altering, refunding tickets, and reporting loss and obtaining re-issued tickets, and while on board the train; and allows the Railway Transport Enterprise(s) to print part of the identity information on the tickets and to inspect the tickets and passengers’ identification documents.

Class of Travel: the seats in different classes.

Departure Station: the departure station specified on the ticket.

Arrival Station: the arrival station specified on the ticket.

Alteration: the process through which a passenger may change the date of his/her departure, train number, or Class of Travel.

Cash Payment: the payment of a fare when purchasing ticket(s) by means such as cash in RMB, cash in HKD, EPS, Octopus, etc. All purchases made at MTR’s ticket agents are regarded as made by Cash Payment regardless of the payment method used.

EPS: the electronic payment services operated by EPS Company (Hong Kong) Limited in Hong Kong.

Octopus: the smart card payment system operated by Octopus Cards Limited in Hong Kong.

Child Ticket: the discount ticket (concessionary ticket) for minors who are 1.2~1.5 metres in height. An adult ticket shall be purchased for any minor over 1.5 metres in height.

Student Ticket: the discount ticket (concessionary ticket) for eligible Hong Kong students who are studying in Mainland China.

Train Ticket Student Discount Card: the discount card for use when purchasing Student Tickets issued to eligible students under the supervision of the Ministry of Education of the People’s Republic of China and CR, which must be attached to a valid student card.

Disabled Military Ticket: the discount ticket (concessionary ticket) for persons holding a Certificate for Disabled Military of the People's Republic of China or Certificate for Disabled Policemen of the People's Republic of China issued by the relevant authorities of the People's Republic of China.

Connecting Ticket: a ticket purchased by the same passenger with a Departure Station being the Arrival Station on the passenger's ticket for the previous journey (including different stations within the same city).

Handling Charge: the service fee charged by Railway Transport Enterprise(s) in Mainland China and Hong Kong in respect of handling any relevant services for passengers in stations or trains managed by them respectively. The Handling Charge shall be RMB2 for each person, or for each service or for each ticket. However, the Handling Charge shall only be charged once with respect to multiple services provided for the same passenger and for the same ticket.

Adult: a person aged 18 or above.

MTR By-laws: the By-laws made by MTR under Section 34 of the Mass Transit Railway Ordinance.

Chapter 2: Passenger Transport

Rule 6: Sale of Tickets

- (1) Tickets for sale to Cross-Boundary Passengers shall be magnetic tickets.
- (2) The destination of tickets for sale to Cross-Boundary Passengers must not be beyond the terminus station for the specific train.
- (3) Ticketing channels
 1. Ticketing methods provided by Mainland Railway Transport Enterprise(s): the 12306 Website, telephone booking (86-area code of the city of the Departure Station-95105105), station ticketing counters, Mainland ticket agents (including those established in Hong Kong, the same hereinafter), ticket vending (issuing) machines, etc.
 2. Ticketing methods provided by MTR: the MTR Online Ticketing Website, ticketing hotline (852-2120 0888), Hong Kong West Kowloon Station ticketing counters, ticket vending (issuing) machines, MTR's ticket agents, etc.
- (4) Passengers who have purchased their tickets online, by phone, or through MTR's ticket agents shall collect their magnetic tickets prior to travel.
 1. Passengers who have purchased tickets through the 12306 Website shall arrive at the ticketing counters, ticket agents or ticket vending (issuing) machines of Mainland station in advance to collect their tickets.
 2. Passengers who have purchased tickets through the Mainland telephone booking service shall arrive at the ticketing counters or ticket agents of Mainland station in advance to collect their tickets.

3. Passengers who have purchased tickets through the MTR's ticketing website, ticketing hotline or ticket agents shall arrive at Hong Kong West Kowloon Station ticketing counters or MTR's ticket vending (issuing) machines in advance to collect their tickets.
- (5) Advance sales period: 30 days (inclusive) for online ticketing (including MTR's ticket agents) and tele-ticketing, and 28 days (inclusive) for other ticketing channels. Any changes to the advance sales period shall be announced by the Railway Transport Enterprise(s) in advance.
- (6) Passengers shall immediately check the information printed on their tickets and the fare amount upon receipt of the tickets.

Rule 7: Child Tickets

- (1) A minor who is less than 1.2 metres in height may travel free, provided that he/she is accompanied by an Adult holding a ticket and does not need to occupy an additional seat. In the event that more than one minor is travelling with a single Adult holding a ticket, Child Ticket(s) shall be purchased for the additional minor(s). In the event that any minor who is eligible for free travel occupies a seat, a Child Ticket shall be purchased for him/her.
- (2) Children eligible for free travel and children eligible to purchase Child Tickets shall travel in company of an Adult.
- (3) Child Tickets shall bear the same date of travel, train number, and Class of Travel as those of the ticket of the accompanying Adult, and the Arrival Station shall not be beyond that of the Adult's ticket.
- (4) The fare for a Child Ticket shall be 50% of the published fare for the corresponding type of seat.

Rule 8: Student Tickets

- (1) Provisions of Sales
 1. Students and post-graduates enrolled in any higher education institutions in Mainland China who do not receive wages or income can purchase cross-boundary Student Tickets using their student cards which are attached with concessionary and preferential certificates with their institutions' stamp affixed, together with the Train Ticket Student Discount Card, for travel between their home and the location of their institution (or the place where they are undertaking an internship). Newly enrolled students shall use their confirmation of enrollment while fresh graduates shall use their institutions' written proof to purchase Students Tickets once.
 2. Each eligible student shall be entitled to purchase Student Tickets for only four single journeys each year. Where the maximum number of purchase is not made during the year, the remainder cannot be carried forward to the next year. The period for travel for Student Ticket holders is confined to the summer break from 1 June to 30 September and the winter break from 1 December to 31 March the following year.

3. Student Tickets shall be sold for the trains of the shortest route or with the least number of interchanges.
 4. Where a student who is eligible to pay concessionary fare travels without a ticket, in addition to being handled in accordance with Rule 19, the "concessionary and preferential certificate" on the attached sheet of his/her student card shall be stamped to record one journey taken.
 5. Student Tickets shall only be available for second class travel and the fare shall be 75% of the published fare for second class tickets.
- (2) Student Tickets shall not be sold under the following situations:
1. The parent of the student lives in the same location of the student's institution;
 2. The student has suspended, resumed, transferred or terminated his/her studies;
 3. The student is travelling to or from his/her institution and the place where he/she is undertaking an internship;
 4. The student card is not registered on time with the institution;
 5. The student has altered the discount travel section recorded in his/her student card without the official seal of his/her institution being stamped thereon;
 6. The student who should have a Train Ticket Student Discount Card but does not have it, or the Train Ticket Student Discount Card is unreadable, or the data contained therein does not match with the record shown on his/her student card.

Rule 9: Disabled Military Tickets

The fare for Disabled Military Tickets shall be 50% of the published fare for the corresponding Class of Travel.

Rule 10: Conditions of Travel

- (1) Passengers must hold valid tickets and board their train according to the date, train number, and Class of Travel specified on the ticket. Tickets shall only be valid for the dates and train numbers specified thereon. Passengers who wish to change to an earlier or later train shall complete the Alteration procedures within the specified time limit. Boarding an earlier or later train without Alteration shall be treated as travel without a ticket. If a passenger alights from his/her train mid-journey, the section not travelled shall become invalid.
- (2) Except for children, passengers holding discount tickets (concessionary tickets) shall have the proof of entitlement used for purchasing such tickets while travelling.
- (3) Passengers shall take proper care of their tickets and ensure that all information printed thereon remains complete and legible.
- (4) Passengers shall undergo ticket checks (inspection) by station or train staff when entering and exiting stations, and on board trains.

- (5) Passengers shall undergo security checks when entering stations.
- (6) Passengers shall take care of railway equipment and facilities, follow the instructions of railway staff, and maintain public order and transportation safety.

Rule 11: Denial of Transport

Passengers shall be prohibited from boarding a train or asked to leave a train, and have their identification information recorded, by station or train staff if they:

- (1) are deemed unfit for travel under the relevant laws or regulations;
- (2) are deemed by the Railway Transport Enterprise(s) as a threat to public health or safety;
- (3) have violated the relevant laws or regulations, disrupted the public order of stations or trains, or caused a nuisance to others;
- (4) have boarded a train in violation of the relevant rules and refused to pay excess fares.

If the passengers have purchased tickets, the passengers shall have their tickets refunded (refund charges shall apply) at the Departure Station; no refund shall be made for the untravelled section of the ticketed journey. The transport contracts shall be terminated immediately upon occurrence of such circumstances. Any serious circumstances shall be referred to the relevant law-enforcement authorities.

Rule 12: Alteration of Cross-Boundary Tickets

- (1) Within the advance sales period and subject to transport capacity, passengers are only allowed to alter their ticket(s) once, and are not allowed to alter the Departure Station and Arrival Station.
- (2) Alterations shall be made no later than 30 minutes before the train departure time for which date and train number are specified on the ticket(s). For tickets bearing Hong Kong West Kowloon Station as the Departure Station, Alterations shall be made no later than 60 minutes before the specified departure time.
- (3) Where the fare of the altered ticket is higher than that of the original ticket, passengers must pay the fare difference; where the fare of the altered ticket is lower than that of the original ticket, the fare difference shall be refunded to the passenger.
- (4) Methods for Alteration

1. For passengers who have purchased their tickets through ticketing channels provided by the Mainland Railway Transport Enterprise(s):

Should the passengers not have collected their tickets, they shall alter the tickets by logging on to the 12306 Website or at designated ticketing counters in Mainland stations;

Should the passengers have collected their tickets, they shall alter their tickets at designated ticketing counters in Mainland stations. If the tickets show Hong Kong West Kowloon Station as the Departure Station, such tickets may also be altered at Hong Kong West Kowloon Station's ticketing counters. However, Alterations

that involve tickets purchased by methods other than Cash Payment and incurring a fare difference upon Alteration shall only be made in the Mainland.

2. For passengers who have purchased their tickets through ticketing channels provided by MTR:

Should the passengers not have collected their tickets, they shall alter their tickets as follows:

- (i) through the MTR Online Ticketing Website if the tickets were purchased through this website;
- (ii) through the MTR ticketing hotline if the tickets were purchased through the hotline;
- (iii) through the original ticket agent if the tickets were purchased through MTR's ticket agents.

Should the passengers have already collected their tickets, they shall alter their tickets at Hong Kong West Kowloon Station's ticketing counters. If the Departure Station of the tickets is a Mainland station, such tickets may also be altered at Mainland stations. However, Alterations that involve tickets purchased by methods other than Cash Payment and incurring a fare difference upon Alteration shall only be made at Hong Kong West Kowloon Station.

- (5) Tickets shall be non-refundable after Alteration.

Rule 13: Refund of Cross-Boundary Tickets

- (1) Refunds shall be made no later than 30 minutes before the train departure time for which date and train number are specified on the ticket. For tickets bearing Hong Kong West Kowloon Station as the Departure Station, refunds shall be made no later than 60 minutes before the specified departure time.

- (2) Methods for Refunds

1. Tickets purchased through the 12306 Website and not yet collected can be refunded by logging on to the 12306 Website or at designated ticketing counters in Mainland stations.
2. Tickets purchased by Cash Payment can be refunded at ticketing counters in Mainland stations or ticketing counters at Hong Kong West Kowloon Station. If such tickets are purchased through MTR's ticket agents and have not been yet collected, they can also be refunded at the ticket agent through which the tickets were purchased.
3. Tickets purchased in the Mainland through methods other than Cash Payment shall only be refunded in the Mainland; tickets purchased in Hong Kong by methods other than Cash Payment shall only be refunded in Hong Kong.

- (3) Standard of refund charges: 50% of the fare specified on the ticket for refunds made within 48 hours before the time of departure specified on the ticket; 30% of the fare specified on the ticket for refunds made between 48 hours and the 14th day before the time of departure specified on the ticket; 5% of the fare specified on the ticket for refunds made 15 days or more before the time of departure specified on the ticket. The refund charges shall be calculated to the nearest integer with fractional amounts rounded off.

Rule 14: Changes in Train Equipment Conditions

Where passengers are seated in the Class of Travel lower than that specified on their tickets due to the liability of the Railway Transport Enterprise(s) such as a change of train type, or due to a natural disaster, the train purser shall prepare a Record of Operations and hand it to the station where the passengers alight. The fare difference shall then be refunded. Passengers holding tickets purchased by methods other than Cash Payment shall obtain the refund at the locations provided in Rule 13 with the Record of Operations.

Rule 15: Passengers Alighting Mid-journey due to Physical Injury or Sickness

Passengers shall not refund their tickets after the train has departed. However, in the event that a passenger requests to alight from the train mid-journey due to physical injury or sickness, the train purser shall prepare a Record of Operations and hand it to the station where the passenger alights. The passenger shall be refunded the difference between the fare paid and the fare for the travelled section, subject to a refund charge of 50% of the refund amount payable. The ticket(s) of any passenger's accompanying passenger(s) shall be refunded in the same way. Passengers holding tickets purchased by methods other than Cash Payment shall obtain the refund at the locations provided in Rule 13 with the Record of Operations.

Rule 16: Sale of Incorrect Tickets and Incorrect Boarding

- (1) Where a ticket is mistakenly sold, the station shall re-issue a ticket containing the correct information. Tickets may not be re-issued after the train has departed.
- (2) Where a passenger has mistakenly boarded a train, or has missed his/her Arrival Station, he/she shall notify the station or train staff. The train purser shall prepare a Record of Operations and hand it to the next station where the train stops. The station shall mark "incorrect boarding" on the back of the ticket and affix the station name stamp thereon, and arrange for the passenger to board the next available train back for free. Free transport back shall be limited to second class travel and no disembarkation mid-journey shall be allowed. If the passenger alights from the train mid-journey, the fare for the journey(s) travelled for free shall be charged according to the Class of Travel of the train for the return trip, plus a Handling Charge. If a passenger claims that he/she has mistakenly boarded a train or has missed the Arrival Station later than 10 minutes after arriving at Hong Kong West Kowloon Station, he/she shall be treated as having travelled without a ticket.

Rule 17: Defaced Tickets or Tickets with Incomplete Information

Defaced tickets or tickets with incomplete information shall not be used for travel, refunds, or Alterations. Passengers shall have their tickets be re-issued at ticketing counters in stations.

Should defacing of tickets or incompleteness of information be caused by the passenger, the Handling Charge shall apply.

Rule 18: Changes on Board

- (1) Where a passenger on board a train requests to change to a higher Class of Travel, the difference between the higher fare after change and the original paid fare shall be paid; where a passenger requests to change to a lower Class of Travel, the difference between the lower fare and the original fare paid shall not be refundable. In both cases, the Handling Charge shall apply.
- (2) Where a passenger fails to request to travel beyond the original Arrival Station before arriving at the original Arrival Station specified on his/her valid ticket, and continues travelling, he/she shall be treated as having travelled without a ticket. Where a passenger makes such a request before arriving at the original Arrival Station specified on his/her ticket, the following rules shall apply:
 1. No over-travel to Hong Kong West Kowloon Station shall be allowed. Where a passenger over-travels to Hong Kong West Kowloon Station without consent, he/she shall be treated by Hong Kong West Kowloon Station as having travelled without a ticket;
 2. Passengers who have departed from Hong Kong West Kowloon Station, and have over-travelled in a section that involves the Guangzhou-Shenzhen-Hong Kong Section, shall pay the difference between the fare for the journey between the Departure Station and the actual Arrival Station, and the original fare paid, together with the Handling Charge; if the over-travelled section does not involve the Guangzhou-Shenzhen-Hong Kong Section, the fare in respect of the over-travelled section and the Handling Charge shall be paid.

Rule 19: Non-compliance with the Conditions of Travel

Where a passenger commits any of the following acts, the Railway Transport Enterprise(s) may handle the situation according to the provisions below and record the passenger's personal identity information:

- (1) If a passenger travels without a ticket, or with an invalid ticket such as a forged ticket or a ticket which has been tampered with, the passenger shall pay the fare in respect of the section from the station where the passenger boarded the train (or the origin station of the train if undetermined) and the Arrival Station, the Handling Charge, and an excess fare amounting to 50% of the full ticket price for the section travelled;
- (2) A passenger who is eligible to travel on a Child Ticket but fails to buy such a ticket shall pay the Child Ticket fare together with the Handling Charge. A minor over 1.5 metres in height found travelling on a Child Ticket shall pay the fare difference between a Child Ticket and an Adult ticket together with the Handling Charge. An adult found travelling on a Child Ticket shall be treated as having travelled without a ticket, and shall be handled according to paragraph (1) of this Rule;
- (3) A passenger travelling in a higher Class of Travel with a ticket of a lower Class of Travel shall pay the fare difference between the two classes for the section travelled in

accordance with the provisions, the Handling Charge, and an excess fare amounting to 50% of the full ticket price for the section travelled;

- (4) A passenger travelling on a discount ticket (concessionary ticket) but is not eligible for such a ticket under the conditions of such discount tickets (concessionary tickets) shall pay the fare difference between the fare payable and the discounted fare, the Handling Charge, and an excess fare amounting to 50% of the full ticket price for the section travelled;
- (5) If any of the situations under (1) to (4) listed above is found to have occurred at Hong Kong West Kowloon Station, a surcharge as specified under the MTR By-laws shall become payable: the surcharge for journeys from any station within the Guangzhou-Shenzhen-Hong Kong Section to Hong Kong West Kowloon Station is set at HKD1,500; while the surcharge for journeys from stations outside the Guangzhou-Shenzhen-Hong Kong Section to Hong Kong West Kowloon Station is set at HKD3,000. In case of journeys undetermined, the surcharge for journeys from stations outside the Guangzhou-Shenzhen-Hong Kong Section to Hong Kong West Kowloon Station shall be payable.

Rule 20: Handling of Non-complying Passengers who Refuse to Pay the Chargeable Charges under these Rules

If a passenger boards the train in violation of rules and refuses to pay the chargeable charges provided under these Rules, train crew shall prepare a Record of Operations and refer the passenger to the next station where the train stops. If such passenger refuses to pay the charges in Hong Kong West Kowloon Station, MTR shall have the right to prosecute the passenger according to the MTR By-laws.

Rule 21: Passengers Unable to Complete the Exit and Entry Formalities at Hong Kong West Kowloon Station

- (1) If a passenger is unable to complete Mainland exit formalities or Hong Kong entry formalities, station staff shall assist the passenger to board the next available train back to the Mainland station, with payment of excess fare and Handling Charge to be handled on board the train for the return trip.
- (2) If a passenger is unable to complete Hong Kong exit formalities or Mainland entry formalities, the unused ticket shall be handled according to the relevant ticketing rules herein.

Rule 22: Limitations to the Carry-on Items

- (1) Passengers shall be responsible for their own carry-on items.
- (2) Limits on the weight and size of items which can be carried by each passenger: 20 kg for Adults (wheelchairs for disabled passengers used for travelling are not counted in the 20 kg-limit); 10 kg for children (including children who travel free of charge); 35 kg for diplomatic personnel. The external dimensions (i.e. length plus width plus height) of each item shall not exceed 130 cm. No baggage or parcel consignments shall be accepted.
- (3) Passengers are not permitted to bring any animals (except guide dogs) into the stations or onto trains. Guide dogs shall be kept on a leash, be equipped with a guide harness and

pass through security checks. Passengers shall produce their valid documents used to purchase tickets, disability certificate, guide dog working certificate (with information of the guide dog user and affixed with the official stamp of the Mainland public security authority or China Disabled Persons' Federation, or with the logo of the International Guide Dog Federation "IGDF", or certificates acknowledged and approved by both Railway Transport Enterprises) and the animal health immunization certificate. Passengers accompanied by a guide dog shall comply with both Mainland and Hong Kong import and export quarantine regulations and the relevant railway regulations, and ensure the safety of other passengers and hygiene inside the train compartments. The supervision, feeding, and general care of the guide dog are solely the responsibility of the passenger accompanied by the guide dog. Where the guide dog causes damage or loss to the railway or third parties, the passenger accompanied by the guide dog shall be responsible for any compensation.

(4) The following items are prohibited or restricted on trains:

1. Items prohibited and restricted from being carried under these Rules (see Attachment 1);
2. Bicycles, motorised wheeled vehicles (electric wheelchairs not included) and self-balancing scooters which have not been properly packaged in a cardboard box or other rigid package.

(5) Except for wheelchairs, wheeled vehicles carried by passengers shall not be used while in stations or on trains. Passengers shall operate wheelchairs manually instead of using the motor, when they are on a platform or on board a train.

Rule 23: Carry-on Items Exceeding the Specified Allowance

- (1) Passengers found carrying overweight or oversized items must place them in the designated space on the train. The train purser shall prepare a Record of Operations and hand it to the Arrival Station of the passenger for handling. The passenger shall pay a transport charge for carry-on items in excess of the free baggage allowance at a rate of RMB20 per kg (weight less than 1 kg will be calculated as 1 kg). For any un-detachable overweight and oversized items, the transport charge shall be levied according to the weight of the entire item.
- (2) Where a passenger is found carrying a prohibited or restricted item on to a train in violation of paragraph (4), Rule 22, the matter shall be referred to the staff at the next station where the train stops. If the next station where the train stops is Hong Kong West Kowloon Station, the matter will be handled according to the applicable rules of MTR. If the next station where the train stops is a Mainland station, the matter will be handled according to the applicable rules of CR.

Rule 24: Handling of Passengers' Lost Property

Lost property found on trains shall, by all means, be returned to their owners. If the passenger has alighted from the train, the train purser shall prepare a Record of Operations indicating the type and number of items found, and hand it to the station where the owner alighted from the

train. If the station cannot be determined, the lost property and the Record of Operations shall be handed to the next station where the train stops or the terminus station.

Hong Kong West Kowloon Station and Mainland stations shall, in accordance with the applicable rules of MTR and CR respectively, properly retain and correctly return passengers' lost property, and properly dispose of any unclaimed lost property. Perishable items and fresh foods shall not be retained.

The retention period for passengers' lost property shall be 90 days. Passengers may make enquiries about their lost property and claim the same at stations.

Rule 25: Damage of on-board Equipment or Items by Passengers

Passengers who damage equipment or items inside the train shall be liable to pay compensation. The train purser shall prepare a Record of Operations, and pass the Record of Operations and refer the person who is responsible for the damage to station staff at the passenger's Arrival Station. The station staff shall then require the passenger to pay compensation in accordance with the amount claimed by the operator of the train.

Chapter 3: Real-name Policy Management

Rule 26: Tickets issued under the Real-name Policy must be purchased by passengers with valid identification documents. Passengers must hold such tickets and their own valid, original identification documents which are used to purchase tickets when entering the stations and boarding, and be inspected by the Railway Transport Enterprise(s). Minors travelling for free or on Child Tickets are not subject to this policy.

Rule 27: Each valid identification document shall be used to purchase one real-name ticket for the same train on any given date of travel. Child Tickets purchased using the identification documents of an accompanying Adult passenger are exempted from this restriction.

Rule 28: The ticket shall bear part of the passenger's valid identification document number and the corresponding name. Child Tickets purchased using the valid identification documents of an accompanying Adult passenger shall bear the identification information of that Adult passenger.

Rule 29: Valid identification documents under the Real-name Policy shall include: the People's Republic of China Resident Identity Card; Mainland Travel Permit for Hong Kong and Macao Residents; the People's Republic of China Exit/Entry Permit for Travelling to and from Hong Kong and Macao; Mainland Travel Permit for Taiwan Residents; valid passports which may be used according to the regulations of the People's Republic of China; Permit for Proceeding to Hong Kong and Macao (only for purchase of tickets from a Mainland station to Hong Kong West Kowloon Station through the Mainland ticketing channels); and any temporary identification document issued by the authorities issuing any of the above identification documents.

Rule 30: Persons purchasing or altering tickets for themselves or on behalf of others shall provide valid, original identification documents or copies thereof of the passenger(s). Passengers refunding or reporting the loss of tickets and obtaining re-issued tickets shall provide their own valid, original identification documents. Persons refunding tickets on behalf of others shall produce their own valid, original identification documents, in addition to the valid, original identification documents or the copies thereof of the passenger(s).

Rule 31: When purchasing tickets online or by phone, purchasers shall provide true and accurate information regarding the passengers' valid identification documents, and produce the valid, original identification documents of the passengers used to purchase the tickets when collecting tickets.

Rule 32: Passengers entering any station to board trains must produce their valid tickets and their own valid, original identification documents. The identification information on both the ticket and the identification document must match. Passengers will be allowed to enter the station to board trains provided that their tickets, their identification documents and their identity match. Persons carrying tickets or identification documents which do not belong to them, or are inconsistent with each other, will be treated as travel without a valid ticket. Passengers shall ensure that their exit and entry permits and endorsements are valid.

Rule 33: Passengers who have lost their purchased tickets may file a report for loss and obtain a re-issued ticket once only. No ticket re-issue will be processed if any of the following situations occur:

- (1) The passenger is unable to produce the valid, original identification document used to purchase the ticket;
- (2) There is no record of purchase of the ticket;
- (3) The ticket purchased has already expired, been refunded, or has been recorded as already used to exit from a station;
- (4) The identification document, the person's identity and the ticket purchase record are not consistent with one another;
- (5) The claimed date of travel and train number are inconsistent with the record;
- (6) The actual travelled section exceeds the ticketed section.

Rule 34: Ticket Re-issue Procedures for Passengers Who Have Lost Their Real-Name Tickets Prior to Ticket Checking and Entering the Station

- (1) Passengers who have lost their tickets shall complete the loss reporting and ticket re-issue procedure at a designated ticketing counter in the station before ticket sales at the ticketed Departure Station has stopped. For this purpose, the passengers shall provide the valid, original identification documents used to purchase the tickets, and the information such as the name of the station where the tickets were purchased (or collected), date of travel, train number, and Departure Station and Arrival Station.
- (2) After staff at the designated ticketing counter in the station have confirmed the accuracy and consistency of the information provided, such as identity of the passenger, ticket information, etc., the passenger must purchase a new ticket by cash. The new ticket will bear the same information as the original, but will be denoted loss reported and re-issued.
- (3) No Alteration of "loss reported and re-issued ticket" may be made. If the original lost ticket has already been altered, the loss reporting may only be made for the altered ticket.

- (4) After the "loss reported and re-issued ticket" has been issued, the original ticket will cease to be effective. The original ticket cannot be used as certificate for verification purposes, Alteration, refund, or boarding the train under the Real-name Policy.
- (5) Refund of any unused "loss reported and re-issued ticket" shall be made at the station no later than the departure time of the train from the Departure Station specified on the ticket. When the "loss reported and re-issued ticket" is refunded, the original ticket will regain its validity. Any used "loss reported and re-issued ticket" can be refunded at the Departure Station or the Arrival Station specified on the ticket, or any station along the route.
- (6) A passenger holding a "loss reported and re-issued ticket" shall voluntarily notify the train crew of his/her use of such a ticket. The train crew shall then verify the consistency between the "loss reported and re-issued ticket", the valid, original identification documents used to purchase the ticket and the passenger's identity. Prior to arrival at the destination, the train purser shall, after the original ticket has been verified by the train crew that it was not used by any other passenger, issue the passenger a Record of Operations, which will be used together with the "lost reported and re-issued ticket" as proof for refund.
- (7) After arriving at the station, passengers travelling using "loss reported and re-issued tickets" must voluntarily declare this to any station staff at the exit gate and cooperate with station staff during inspection.
- (8) Passengers shall complete the refund procedure within 24 hours of arriving at their destination. The station will, based on the Records of Operations, the "loss reported and re-issued tickets" and the valid, original identification documents used to purchase the tickets, refund the fare of the re-issued tickets, minus the Handling Charge, but will not apply the refund charge, and take back the Records of Operations and "loss reported and re-issued tickets".

Rule 35: Ticket Re-issue Procedures for Passengers Who Have Lost Their Real-Name Tickets on Board

- (1) Passengers who have lost their tickets must voluntarily declare this to train crew.
- (2) The train crew shall verify the consistency between the passenger's identity, the valid, original identification document used to purchase the ticket, and the ticket purchase information. If all the information matches, the train purser will handle the reporting of loss and re-issue service, only charging the Handling Charge, and indicate on the new ticket the note "lost ticket". In the event that the ticket purchase information cannot be retrieved on the train, a new ticket shall be purchased first. Prior to arrival, if the train purser verifies and is satisfied that the relevant seat was properly and validly used, the train purser shall issue a Record of Operations to the passenger.

- (3) Upon arrival at the station, the passenger shall voluntarily declare this to the station staff (located at exit gates) and cooperate with the station staff during inspection.

A passenger whose ticket purchase information was successfully retrieved on board can proceed to exit using the ticket that bears the "lost ticket" note, the Record of Operations, and the valid, original identification documents used to purchase the ticket. The station will take back the Record of Operations, and the Handling Charge paid on board shall not be refunded.

In the case where a passenger's ticket purchase information could not be retrieved on board and was required to re-purchase a ticket, within 24 hours of arriving at the station, he/she shall proceed to a ticket refund counter with the Record of Operations, the re-issued ticket, and the valid, original identification document used to purchase the ticket for the station staff's verification of his/her identification information, the date of travel, train number and other information of the originally purchased and re-issued tickets, the existence of a ticket purchase record, and the validity of the ticket purchased. Upon verification, the passenger will be refunded of the fare insofar as the travel section of the re-issued ticket is consistent with that of the original ticket and the Handling Charge paid on board while the Handling Charge will be charged and the Record of Operations will be taken back.

Rule 36: Ticket Re-Issue Procedures for Passengers Who Have Lost Their Real-Name Tickets Before Passing Through an Exit Gate

- (1) Passengers who have lost their tickets must voluntarily declare this to the station staff and cooperate with the station staff during inspection. Staff at the exit gates shall check the passenger's ticket purchase record on the spot; or other station staff shall assist in checking the ticket purchase record.
- (2) If after verification, such a purchase record exists, the purchased ticket is valid, the date of travel and the train number match, the ticket, the identification document and the passenger's identity are consistent with one another, and the actual travelled section does not exceed the ticketed section, the station will arrange for the passenger to exit the station. If any of these requirements are not met, the passenger will be treated as having travelled without a ticket.

Rule 37: Passengers shall use valid identification documents otherwise staff may refuse to provide any service.

Chapter 4: Discounts for Tickets

Rule 38: Railway Transport Enterprise(s) may offer different types of discount tickets. The rules for the use of discount tickets and ticketing will be publicised separately.

Chapter 5: Passenger Personal Injury

Rule 39: Passengers who are injured while in stations or on trains should immediately notify the station operations staff and/or the train crew of the situation. Any passenger personal injury that occurs on board trains should be referred to the station by the train purser. If the passenger does not agree to alight from the train at the specified station for treatment, he/she must fill in and sign a Liability Waiver (see Attachment 2).

Rule 40: Passengers who are injured shall claim for compensation from the Railway Transport Enterprise(s) within one year from the day following the personal injury. The Railway Transport Enterprise(s) shall respond to the claimant as soon as possible upon receipt of the compensation claim.

Chapter 6: Disruption of Transport

Rule 41: If train service is suspended, cancelled entirely, cancelled mid-journey, returned mid-journey, or rerouted due to the liability of the Railway Transport Enterprise(s) or natural disasters, refunds shall be processed within 30 days according to the following provisions:

- (1) At the Departure Station:
 1. Refund the full fare when requested by the passenger.
 2. Refund the full fare when Railway Transport Enterprise(s) arrange for other trains or the original train to return to the Departure Station.
- (2) Refund the fare difference between the original fare paid and the fare for the travelled section if passengers end their journey mid-journey. However, any amount that has been additionally charged due to violation of the rules, and any ticket that has been used to arrive at the Arrival Station will not be refunded.
- (3) At the Arrival Station, if passengers are transported to their respective Arrival Stations by the Railway Transport Enterprise(s) by other trains, no refund will be offered. If the re-arrangement means a passenger has to board a higher class train or higher Class of Travel than that originally ticketed, the fare difference between the original fare paid and the fare of the higher class train or higher Class of Travel shall not be charged. However, if the re-arrangement causes passengers to board a lower class train or lower Class of Travel than the one ticketed, a refund will be offered for the fare difference in respect of the section subject to such change.
- (4) Connecting Tickets that have been purchased prior to the date of departure (inclusive of this date) specified on the ticket in respect of any disrupted train journey shall be handled in the same manner in accordance with the provisions stated above.
- (5) For tickets purchased by methods other than Cash Payment, under the above circumstances, the train taken or the station where the passengers exit shall issue a Record of Operations to the passenger, and the passenger may obtain the refund at the locations provided in Rule 13 with the Record of Operations.

Chapter 7: Supplementary Provisions

Rule 42: These Rules are to be interpreted by CR and MTR. The matters not addressed herein are to be discussed and settled between CR and MTR.

Rule 43: Both parties, after discussion, may amend, supplement or add or delete provisions of the main body of these Rules by executing written supplementary agreement.

Rule 44: These Rules shall be implemented from the date of issuance.

ATTACHMENT 1

List of Prohibited and Restricted Items

1. Passengers must not carry the following firearms and ammunition-related items (major components included):

Military guns and all kinds of matching ammunition (including blanks, combat bullets, test bullets, and practice bullets) such as pistols, rifles, sub-machine guns, machine guns and riot guns, etc.; guns for civilian use and all kinds of matching ammunition such as air pistols, shotguns, sport guns, tranquilizer guns etc.; other guns such as prop guns, imitation guns, starting pistol, steel ball guns, fire extinguishing guns, etc.; samples and mock versions of all of the above.

Firearms and ammunition carried by military, armed police, public security officers, militiamen and sports shooters shall be handled in accordance with the relevant laws and regulations of the People's Republic of China, and the relevant firearms administration regulations, such as that for separation of guns and ammunitions etc., shall be strictly complied with.

2. Passengers must not carry the following explosives-related items:

Ammunition such as bombs, flares, incendiary bombs, smoke bombs, signal flares, tear gas canisters, gas bombs, grenades, antitank grenade, etc.; blasting equipment such as explosives, detonators, fuses, detonation cords, blasting agents, blasting machines etc.; all kinds of fireworks and firecrackers such as firework shells, fireworks, firecrackers, snappers, party poppers, smashing firecrackers, paper for starting pistols, etc.; pyrotechnic products such as black powder, gunpowder, firing lines; mock versions of all of the above.

3. Passengers must not carry the following items:

Controlled knives such as daggers, three-edged knives (including those used for factory production), switchblades (including those with self-locking mechanisms), and other similar single or double-edged knives etc.; sharp or blunt tools which are not subject to control but pose a threat to the personal safety of passengers such as kitchen knives, table-knives, butcher knives and axes; other items including but not limited to, batons, tear gas devices, tear gas guns, defibrillators, stun guns, nail guns, defence apparatus, bows and crossbows, etc.

4. Passengers must not carry the following flammable or explosive materials:

Compressed gas and liquefied gas such as hydrogen, methane, ethane, butane, natural gas, ethylene, propylene, acetylene (dissolvable in medium), carbon monoxide, liquefied petroleum, freon, oxygen (excluding bagged medical oxygen for patients), water gas, etc.; flammable liquid such as gasoline, kerosene, diesel, benzene, ethanol (alcohol), acetone, ether, paint, thinner, rosin oil, and other liquid products containing flammable solvents, etc.; flammable solid such as red phosphorus, flash powder, solid alcohol, celluloid, foaming agent H, etc.; spontaneous combustible substances such as yellow phosphorus, white phosphorus, nitrocellulose (including nitrocellulose film), oil paper

and its products, etc.; substances which are flammable when wet such as metallic potassium, sodium, lithium, calcium carbide, magnesium and aluminium powder, etc.; oxidants and organic peroxides such as potassium permanganate, potassium chlorate, sodium peroxide, potassium peroxide, lead peroxide, peracetic acid, hydrogen peroxide, etc.

5. Passengers must not carry the following toxic, corrosive, radioactive, infectious, dangerous goods:

Highly toxic chemicals such as cyanide, arsenic, selenium powder, phenol, etc., and highly toxic pesticides (including rodenticides and insecticides) such as tetramine, etc.; corrosive substances such as sulfuric acid, hydrochloric acid, nitric acid, sodium hydrochloric, potassium hydroxide, storage battery (which contains potassium hydroxide solids, acid, or lye), mercury, etc.; radioactive substances such as radioactive isotopes, etc.; pathogens of infectious diseases such as hepatitis B virus, Bacillus anthracis, Mycobacterium tuberculosis, HIV, etc.; other dangerous substances in the List of Dangerous Items for Railways other than those listed above, or substances the nature of which cannot be determined and which are potentially dangerous.

6. Passengers must not carry the following items which endanger the safety of train operations or public health:

Strong magnetization items that may interfere with train signals, items with strong irritant odours, items with peculiar odours such as feter, live animals (excluding guide dogs), other items which may interfere with public hygiene, items that may damage or contaminate the station, train service facilities, equipment and spares.

7. The following items carried by passengers are subject to the following restrictions:

Nail polish, delustrant, and hair dyes must not exceed 20 ml; pressurised self-spray containers such as cold waving conditioner, mousse, hair spray, insecticides, air fresheners, etc. must not exceed 120 ml; two small boxes of safety matches; and two ordinary lighters.

ATTACHMENT 2

Liability Waiver

I, _____ (name of identification document: _____; document number: _____) hereby declare that, I/I am the guardian of _____ (the party concerned, name of identification document: _____; document number: _____) (please tick the box as appropriate):

- Refuse/Refuse on behalf of the party concerned, treatment by _____ arranged by _____ station/train, and choose to receive treatment by _____.
- Refuse/Refuse on behalf of the party concerned, treatment by _____ arranged by _____ station/train, and choose to continue the journey.
- Refuse/Refuse on behalf of the party concerned, treatment by _____ arranged by _____ station/train, and choose to end the journey.
- Others: _____

I declare that I clearly understand all the risks which may occur to myself/the party concerned in making the choice above. I confirm that, by signing this waiver, I/ and the party concerned agree to waive the Railway Transport Enterprise(s) and their agents of all obligations and liabilities that may be caused by my choice above, and waive the right to claim for any damages from or raise any other litigation claims against the Railway Transport Enterprise(s).

Passenger/Guardian's signature:

Date:
