

Conditions of Issue of Tickets

Section A - Tickets for Use in URL and AEL (as defined below)

PART 1: GENERAL CONDITIONS

Unless it is stated otherwise, this Part 1 applies generally to all categories of tickets under Section A of these Conditions of Issue of Tickets ("Conditions").

1.1 By-laws and Conditions of Issue: All tickets issued by the MTR Corporation Limited ("Corporation") or its authorized agents for travel on the AEL and URL as hereinafter defined are issued subject to the Mass Transit Railway By-laws ("By-laws") and Section A of these Conditions. Use of tickets otherwise than in accordance with the By-laws and Section A of these Conditions may be subject to prosecution or surcharge. A copy of the By-laws is exhibited in every station of the Mass Transit Railway ("MTR").

1.2 Interpretation: In Section A of these Conditions:

"AEL" means the Airport Express Line of the MTR;

"Airport Station" means the AEL station at the airport at Chek Lap Kok, Hong Kong;

"AsiaWorld-Expo Station" means the AEL station annexed to (or integrated with) the AsiaWorld-Expo at Chek Lap Kok, Hong Kong;

"child" means a person who is aged 3 or above but under 12; unless otherwise proven by document, a passenger is deemed to be aged 3 or above if such person's height is or exceeds 95 cm;

"Conditions of Issue of Octopus" means the conditions of issue of Octopus published from time to time by or on behalf of Octopus Cards Limited;

"East Rail Line" means the railway operated by the Corporation between Hung Hom Station and Lo Wu Station and Lok Ma Chau Station (as the case may be) and any extensions thereof;

"first class premium" means the additional fare applying to passengers travelling in the first class compartment on the East Rail Line; a passenger shall be deemed to have travelled in the first class compartment on the East Rail Line if such passenger uses a smart card or an Octopus which has had an authorization code for first class travel encoded by an automatic processing device to exit the paid area of a station;

"Lo Wu/Lok Ma Chau Concessionary Travel Scheme user" means a person who carries with him at the time of travel on the URL a Personalised Octopus with such person identified in the Personalised Octopus and encoded with Lo Wu/Lok Ma Chau Concessionary Travel Scheme authorization;

"Ma On Shan Line" means the railway operated by the Corporation between Tai Wai Station and Wu Kai Sha Station and any extensions thereof;

"MTR" means the URL and the AEL;

"Octopus" means an Octopus Card issued by Octopus Cards Limited subject to the Conditions of Issue of Octopus;

"PwD" means a person with disability who carries with him at the time of travel on the MTR a Personalised Octopus with such person's PwD status encoded in it;

"senior citizen" means a person who is aged 65 or above;

"SJT" means a single journey ticket issued by the Corporation for travel on the MTR;

"Student" means a person who carries with him at the time of travel on the MTR a Personalised Octopus with such person's student status encoded in it;

"ticket" includes any ticket, card (including Octopus), device, apparatus, pass or permit in whatever form issued by the Corporation, or by persons duly authorized by the Corporation, from time to time for travel on the MTR which forms a part of the automatic fare collection system of the Corporation for a passenger to gain access to or exit from the paid area of the station;

"tourist" means a person who is not a resident of Hong Kong and has stayed in Hong Kong for less than 14 days who carries with him at the time of travel on the MTR his passport or similar valid proof of such tourist status;

"URL" means the Urban Lines of the MTR comprising the Island Line, Kwun Tong Line, Tsuen Wan Line, Tung Chung Line, Tseung Kwan O Line, Disneyland Resort Line, East Rail Line, Ma On Shan Line, West Rail Line and South Island Line; and

"West Rail Line" means the railway operated by the Corporation between Hung Hom Station and Tuen Mun Station and any extensions thereof.

1.3 Payment of Fares:

(a) All passengers (other than a passenger under the age of 3 and accompanied by a fare-paying passenger) travelling on the MTR must pay the appropriate fares (whether adult, student, or concessionary fare) as shown in the fare tables exhibited in every MTR station. This Paragraph 1.3 (a) does not apply to Staff Octopus issued to the Corporation's employees.

(b) A person must not enter or travel in a first class compartment without first paying the first class premium to obtain a first class ticket or having an authorization code for first class travel encoded on a smart card or an Octopus by an automatic processing device, and such first class ticket or authorization code for first class travel encoded on an Octopus must be valid in accordance with Paragraph 1.5 at the time of entry and travel in the first class compartment.

(c) Save for manifest or evident error, the deduction of journey entitlements or value encoded in the ticket shall be accepted as the amount of fare already paid.

- 1.4 Intermodal and Promotional Discounts and Benefits:** Intermodal and promotional discounts and benefits of any kind, available to a specific category of persons or tickets, or at specific times or zone areas, offered by the Corporation from time to time not specifically mentioned in Section A of these Conditions are subject to the terms and conditions published by the Corporation on or before the relevant promotions and are subject to change, review and withdrawal at the sole discretion of the Corporation.
- 1.5 Surcharge on Travelling without Valid Ticket:** A person (other than a person who is under the age of 3) who is within the paid area of the URL:
- (a) without a ticket;
 - (b) with a ticket which is invalid for travel in the carriage or compartment of the train in which such person is travelling, and in the case of a person travelling in a first class compartment, with a smart card or an Octopus which has not had the authorization code for first class travel encoded on it by an automatic processing device prior to such person entering a first class compartment;
 - (c) with a ticket damaged, altered or interfered with or the coded data of which has been altered, erased or damaged;
 - (d) with an expired ticket; or
 - (e) with a concessionary ticket when such person does not meet any of the conditions upon which the ticket is issued,
- is regarded as not having paid the fare and is liable to pay a surcharge at \$500 and to deliver up that ticket, if any, to an official of the Corporation.
- For the purpose of this Paragraph 1.5(a), a person shall be regarded as being without a ticket if he is not in a possession of a ticket which has an appropriate entry code recorded on it and coded data consistent with the circumstances of his journey. For the purpose of this Paragraph 1.5(b):
- (i) passengers occupying seats or standing including those in corridors or gangways in a first class compartment are regarded as travelling in a first class compartment;
 - (ii) a first class ticket shall be regarded as invalid for travel in a first class compartment if more than 150 minutes have expired after such ticket has been used to enter the paid area of a station; and
 - (iii) an authorization code for first class travel encoded on a smart card or an Octopus by an automatic processing device shall cease to be valid if the smart card or Octopus on which such authorization code is encoded has been used for entering the paid area of a station and more than 150 minutes have expired after such entry.
- 1.6 Surcharge on Loss of Ticket:** The Corporation may at its absolute discretion impose a surcharge which is equivalent to the current maximum adult single journey fare if a passenger with reasonable excuse loses the ticket during a journey and declares such loss without unreasonable delay to an official of the Corporation.
- 1.7 Same Station Entry and Exit:** A person who, after entering a station (other than Lo Wu Station and Lok Ma Chau Station) of the URL using a ticket, without leaving the paid area of the URL at any other station using the ticket, leaves the same station through an exit gate using that ticket is liable to pay a charge as follows:
- (a) where he/she leaves the station within 20 minutes after passing through an entry gate of the same station, he/she is liable to pay the current minimum adult or concessionary fare, as appropriate, for a single direction journey; and
 - (b) where he/she leaves the station beyond 20 minutes but within 150 minutes after passing through an entry gate of the same station, the charge payable is:
 - (i) \$10 for any person other than a child, student, PwD or senior citizen;
 - (ii) \$5 for any child or student; and
 - (iii) the current minimum fare for a single direction journey for a PwD or senior citizen.
- A person who, after entering Lo Wu Station or Lok Ma Chau Station using a ticket, without leaving the paid area of the URL at any other station using the ticket, leaves the same station through an exit gate using that ticket is liable to pay a charge as follows:
- (a) where he/she leaves the station within 20 minutes after passing through an entry gate of the same station, he/she is liable to pay the current minimum adult or concessionary fare, as appropriate, for a single direction journey for that station; and
 - (b) where he/she leaves the station beyond 20 minutes but within 150 minutes after passing through an entry gate of the same station, the charge payable is:
 - (i) for any person (other than a PwD or senior citizen or Lo Wu/Lok Ma Chau Concessionary Travel Scheme user) using a smart card or an Octopus which has had an authorization code for first class travel encoded by an automatic processing device, he/she is liable to pay the minimum first class fare, i.e. current minimum adult or concessionary fare (as appropriate) plus first class premium for a single direction journey for that station;
 - (ii) in all other cases, the current minimum adult or concessionary fare (as appropriate) for a single direction journey for that station. For the purpose of this part, the concessionary fares under the Lo Wu/Lok Ma Chau Concessionary Travel Scheme are not applicable.
- 1.8 Surcharge on Travelling beyond Permitted Time:** All passengers must, as far as reasonably practicable, travel to their destinations by the first available train after entering the paid area and all journeys must be completed by leaving the paid area through the exit gate within 150 minutes of passing through the entry gate. Without prejudice to the application of Paragraph 1.5, a passenger who without lawful authority or reasonable excuse fails to leave the paid area within such 150 minutes is liable to pay a surcharge which is equivalent to the current maximum adult or concessionary fare (as appropriate) for a single direction journey. For the purpose of this paragraph 1.8, the concessionary fares under the Lo Wu/Lok Ma Chau Concessionary Travel Scheme are not applicable.
- 1.9 Use of SJT:** A SJT is valid for travel on the MTR on the day of purchase for one single journey. A SJT is valid for travel on the MTR for a particular journey if the fare value encoded on it corresponds with the appropriate fare from the station of entry to the station of exit. A person in possession of a SJT beyond the destination of its validity is liable to pay the excess fare, being the difference between the encoded fare value of the SJT and the appropriate fare from the station of entry to the station of exit, before leaving the paid area, or in case

of the AEL, before leaving the station of exit.

- 1.10 **Production of Ticket for Inspection and Proof of Entitlement to Ticket Category:** A passenger must produce any ticket for inspection at any time upon demand by any official of the Corporation. A passenger who fails to produce a ticket which has coded data consistent with the circumstances of his journey shall be regarded as not having paid his fare and is liable to pay a surcharge at \$500. For the purpose of determining a passenger's entitlement to usage of a particular category of ticket, the Corporation may require the passenger to produce satisfactory proof of identity or evidence of entitlement.
- 1.11 **Exchanges and Refunds:** A ticket may be refunded or exchanged only at the discretion of the Corporation or its authorized agents and an administration charge of an amount determined by the Corporation may be imposed.
- 1.12 **Proper use of your ticket:** A passenger should not use more than 1 ticket to enter or exit a station at a time. A passenger who uses more than 1 ticket to enter or exit a station does so at his/her own risk and the Corporation shall not be responsible for refunding any fare or any excess amount deducted, and shall not be responsible for any incidental or consequential loss.
- 1.13 **Property of Tickets in Corporation:** All tickets issued by the Corporation, unless otherwise stated in the conditions for their issue, are the property of the Corporation, and unless otherwise authorized must be delivered up to the Corporation at the end or sooner determination of a journey. No person, unless specifically authorized by the Corporation to do so, shall sell, attempt to sell, offer for sale or invite other persons to purchase any ticket.
- 1.14 **Bulky Objects Not Allowed:** No passenger may without prior approval of the Corporation carry or bring into the paid area any luggage, objects or things otherwise than in accordance with the By-laws and the Conditions of Carriage of Luggage set out from time to time in notices published by the Corporation. The Corporation has the absolute right to prohibit any object or thing from being brought into any part of the MTR. The Corporation will only accept luggage, parcels, object or thing for carriage on the MTR subject to the By-laws and the Conditions of Carriage of Luggage.
- 1.15 **No Warranty on Train or Ancillary Services:** No warranty is given to passengers on the availability of train service or of free shuttle or feeder bus service or of the free In-Town Check-In service provided by airlines and handling agents or of any facilities or the accessibility of any part of the MTR at any particular time. The Corporation does not warrant that a passenger will be conveyed on any particular train or in any particular class or that any train will depart or arrive at a particular time or times. A person holding a first class ticket may travel on standard class without the right to claim a refund for the difference in fare.
- 1.16 **Ticket Vouchers:** All ticket vouchers are valid for such time and in such circumstances as are indicated in the voucher, and are issued subject to the respective terms and conditions governing their use as printed on each voucher. In no circumstances can any ticket voucher be exchanged for cash.

PART 2: REGULAR TICKETS FOR USE ON URL

The tickets set out in this Part may be used for travel on the URL.

- 2.1 **Adult SJT:** All passengers are eligible for usage of Adult SJT to which normal adult fares are applicable.
- 2.2 **Adult Octopus:** All passengers are eligible for usage of Adult Octopus to which normal adult fares for Octopus are applicable.
- 2.3 **Concessionary SJT, Child Octopus and Elder Octopus:** Children and senior citizens are respectively eligible for usage of Concessionary SJT, Child Octopus and Elder Octopus at concessionary fares applicable to the categories of tickets they use.
- 2.4 **Personalised Octopus encoded with student status:** Students are eligible for usage of Personalised Octopus encoded with student status to which student fares for Octopus are applicable.
- 2.5 **Personalised Octopus encoded with PwD status:** Persons with disabilities are eligible for usage of Personalised Octopus encoded with PwD status to which concessionary fares for Octopus are applicable.
- 2.6 **Personalised Octopus encoded with Lo Wu/ Lok Ma Chau Concessionary Travel Scheme authorization:** A Lo Wu/ Lok Ma Chau Concessionary Travel Scheme user is eligible for usage of such Personalised Octopus to which any special concessionary fares current at the time are applicable to travel on the URL to and from Lo Wu Station or Lok Ma Chau Station.
- 2.7 **URL Ticket Vouchers:** Ticket vouchers issued by the Corporation entitle the holder to exchange them for such tickets or ticket packages for travel on the URL subject to the terms and conditions printed thereon.
- 2.8 **Multiple Rides Tickets:** Multiple rides tickets are issued for travel for a stipulated validity period and/or number of rides on the URL and subject to the terms and conditions published at the time of the issue of the tickets. They are non-refundable.
- 2.9 **Tourist Tickets:** Tourist Tickets are issued for travel by tourists only and are issued for a stipulated validity period and number of rides on the URL and at a fixed price and are subject to the terms and conditions as printed at the back of such tickets and their accompanying literature. They are non-refundable and will be returned to the passenger as a souvenir after the last ride.

PART 3: REGULAR TICKETS FOR USE ON AEL

The tickets set out in this Part may be used for travel on the AEL.

- 3.1 **Airport Express Adult SJT:** All passengers are eligible for usage of Airport Express Adult SJT to which normal adult fares are applicable.

- 3.2 Airport Express Child SJT:** Children are eligible for usage of Airport Express Child SJT to which normal concessionary fares are applicable.
- 3.3 Airport Express Group Ticket:** Passengers travelling together in designated groups are eligible for usage of the Airport Express Group Ticket in a stipulated number of rides on the AEL within a stipulated period and subject to the terms and conditions published at the time of the issue of this ticket.
- 3.4 Adult Same Day Return Ticket and Child Same Day Return Ticket:** All passengers are eligible for usage of Adult Same Day Return Tickets to which normal single journey adult fares are applicable. Children are eligible for usage of Child Same Day Return Tickets to which normal single journey concessionary fares are applicable. Same Day Return Ticket is valid for travel on the day of purchase for one journey going to or starting from either the Airport Station or the AsiaWorld-Expo Station and one return journey on the same operating day to a station not beyond the station at which the passenger first enters the AEL with that ticket.
- 3.5 Long Validity Two Ride Ticket:** Long Validity Two Ride Ticket can be used for travel on the AEL only and is valid for travel within a stipulated period between the Airport Station and any specified station.
- 3.6 Octopus (other than Child Octopus):** Octopus (other than Child Octopus), whether personalised or not, and with or without special status/authorization encoded in it, may be used for travel on the AEL to which normal adult fares are applicable.
- 3.7 Child Octopus:** Child Octopus may be used for travel on the AEL to which normal concessionary fares are applicable.
- 3.8 Use of Octopus on AEL:** A passenger who travels on the AEL by an Octopus with a remaining value of 10 cents or more may travel free of charge for any journey on the URL that is immediately connecting to the AEL provided that the connecting journey is made by virtue of that Octopus within 1 hour respectively of the entry into or exit from the AEL. For the purpose of the free connection service to the AEL provided for in this paragraph, a passenger is regarded as having entered the AEL as soon as an Octopus is being applied to operate the baggage gate for the In-Town Check-In service.
- 3.9 AEL Ticket Vouchers:** AEL ticket vouchers issued by the Corporation entitle the holder to exchange them for Airport Express Adult SJT or Airport Express Child SJT for travel on the AEL subject to the terms and conditions printed thereon.
- 3.10 Shuttle:** Passengers travelling on the AEL by any valid ticket or persons otherwise so authorized by the Corporation are eligible for free shuttle service plying between Hong Kong Station or Kowloon Station and hotels or transport interchanges or other locations as designated by the Corporation.
- 3.11 In-Town Check-In:** Passengers travelling on the AEL by any valid ticket to the Airport Station or persons otherwise so authorized by the Corporation are eligible for the In-Town Check-In service provided by airlines and handling agents at Hong Kong Station and Kowloon Station free of charge.

PART 4: SPECIAL TICKETS

- 4.1 Souvenir Tickets:** Souvenir Tickets are issued by the Corporation from time to time and are valid for use by all passengers on the URL. Each issue is limited in quantity, validity period and rides, and is subject to terms and conditions printed on the ticket pouch, ticket holder or the accompanying literature. They are non-refundable and will be returned to the passenger as a souvenir after the last ride.
- 4.2 Souvenir Tickets by Contract:** Souvenir Tickets by Contract are issued for travel on the URL only to specially designated category of passengers distributed by authorized agents of the Corporation and are subject to terms and conditions printed on the ticket pouch, ticket holder or the accompanying literature.
- 4.3 Promotional Tickets:** Promotional Tickets are issued by the Corporation from time to time and are valid for use for a stipulated validity period and/or number of ride(s) and are subject to the terms and conditions printed on the ticket pouch, ticket holder, the accompanying literature or the Corporation's promotional materials. Such tickets are non-refundable.

PART 5: PERSONALISED OCTOPUS & SPECIAL PURPOSE OCTOPUS

- 5.1 Personalised Octopus:** Only the passenger identified in the electronic data of a Personalised Octopus is entitled to use the relevant Octopus.
- 5.2 Personalisation:** A Personalised Octopus may be encoded with necessary data indicating the status of an adult, a child, a senior citizen, a student, a PwD or a Lo Wu/ Lok Ma Chau Concessionary Travel Scheme user. A Personalised Octopus encoded with such data will enable the relevant conditions of use of an Adult Octopus, a Child Octopus, an Elder Octopus, an eligible student status encoded Octopus, an eligible PwD status encoded Octopus and a Lo Wu/ Lok Ma Chau Concessionary Travel Scheme authorization encoded Octopus to apply respectively to the Personalised Octopus as may be appropriate.
- 5.3 Tourist Octopus:** Tourist Octopus is valid for use by all tourists and entitles the passenger to stipulated rides on the MTR within a validity period and is subject to the terms and conditions published by the Corporation on or before such issue.
- 5.4 Special Octopus:** Special Octopus is issued for specially designated category of passengers and is subject to the conditions announced by the Corporation from time to time.

PART 6: PERSONAL DATA

All personal data collected by the Corporation from or arising out of the tickets shall be used for the purposes of and incidental to the operation,

management and improvement of the MTR and relevant systems of ticketing and fare.

PART 7: CHANGES IN SECTION A OF THESE CONDITIONS

The Corporation shall be entitled to amend Section A of these Conditions from time to time by publishing a notice of the proposed amendment and displaying it in the vicinity of ticket sales locations for no less than 7 days before the amendment shall take effect.

Section B – Tickets for Use in the High Speed Rail relating to the Guangzhou-Shenzhen-Hong Kong Express Rail Link (“High Speed Rail”)

Any ticket issued by the MTR Corporation Limited (the “Corporation”), the relevant Mainland railway operators or any authorized agents of the aforesaid entities is a ticket for use in the High Speed Rail if:

- (i) the ticket is for a journey originating from or ending at the Hong Kong West Kowloon Station (“Cross-Boundary Ticket”); or
- (ii) the ticket is for travelling on any section of the High Speed Rail but the journey does not originate from or end at the Hong Kong West Kowloon Station (“Non-Cross-Boundary Ticket”).

All Cross-Boundary Tickets are issued subject to the Mass Transit Railway By-laws (“By-laws”), Section B of these Conditions and the Rules for Guangzhou-Shenzhen-Hong Kong High Speed Rail Cross-Boundary Passenger Transport (“Passengers’ Rules”) which Passengers’ Rules are deemed incorporated in this Section B. These Conditions and the Passengers’ Rules may be amended and published from time to time by or on behalf of the Corporation and posted at the Hong Kong West Kowloon Station, the relevant stations and /or the Corporation’s website. A copy of the By-laws is exhibited in Hong Kong West Kowloon Station and the Corporation’s website. Use of tickets otherwise than in accordance with the By-laws, Section B of these Conditions and the Passengers’ Rules may be subject to prosecution or surcharge.

All Non-Cross-Boundary tickets are issued subject to the Mainland Regulations for Transportation of Railway Passengers and the relevant rules and regulations. Please refer to the notices posted at the relevant stations and the website www.12306.cn managed by China Railway Corporation for details.

The above conditions shall be effective as from 23 September 2018.

General Manager - Legal (O&GB)
Legal – General Department
MTR Corporation Limited

(A copy of these Conditions is available upon request from the Customer Service Centres of all MTR Stations or Information Counter of Hong Kong West Kowloon Station.)