

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 transport of Guangzhou-Shenzhen-Hong Kong High Speed Rail Cross-Boundary Passengers, 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 transport of High Speed Rail Cross-Boundary Passengers between the passenger stations managed by China State Railway Group Co., Ltd. (hereinafter referred to as CR) and Hong Kong West Kowloon Station. The Railway Transport Enterprises in Mainland China participating in transport of Guangzhou-Shenzhen-Hong Kong High Speed Rail Cross-Boundary Passengers, MTR Corporation Limited (hereinafter referred to as MTR) and 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, websites, and through other channels. Any changes should be publicised prior to their implementation. Passengers shall make enquiries by calling the customer service hotlines (Mainland: 86-city area code-12306, Hong Kong: 852-2120 0888).
- Rule 4 :** Unless otherwise specified, the currency used in these Rules is 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:
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| Railway Transport Enterprise(s) | : enterprise(s) in Mainland China participating in transport of Guangzhou-Shenzhen-Hong Kong High Speed Rail Cross-Boundary Passengers and/or MTR. |
| Cross-Boundary Passenger(s) | : any passenger who holds a Ticket 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 Record of Operations | : the High Speed Rail section between Guangzhounan Station and Hong Kong West Kowloon Station. |
| 12306 Website | : 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. |
| Ticket | : the ticketing and service website of CR at www.12306.cn (including the “中國鐵路 12306” mobile application). |
| Connecting Tickets | : an essential proof of railway passenger transportation contract. Tickets referred to herein shall be electronic Tickets in a digital format. |
| Trip Information Reminders | : the multiple tickets for a journey in subsequent travel sections connecting from a Departure Station to an Arrival Station. A Departure Station is the Arrival Station or the different stations within the same city on the ticket for the previous journey. |
| Reimbursement Receipt of Electronic Ticket (hereinafter referred to as Reimbursement Receipt) | : a reminder slip which contains the information of an electronic Ticket, which shall be printed at ticket vending (issuing) machines or designated ticketing counters in stations or through the 12306 Website. They shall not be used as a proof of travel. |
| Notes to Passengers | : a receipt with fare amount which serves as an invoice for collection by a passenger who has purchased or altered an electronic Ticket. It shall not be used as a proof of travel and shall only be used for expenses reimbursement. The Reimbursement Receipt shall only be collected once and not be reprinted. |
| Real-name Ticket Policy | : the matters for attention that the Railway Transport Enterprise(s) publicises to passengers. |
| Seat | : the policy which requires passengers to provide valid identification documents when purchasing, altering or refunding Tickets, paying excess fares, obtaining Reimbursement Receipts and handling other formalities, and while on board the train; and allows the Railway Transport Enterprise(s) to record part of the identification information in the Tickets and to inspect the Tickets and passengers' identification documents. |
| Class of Travel | : the car and the location of seat or berth specified in the Ticket. |
| Departure Station | : the seats in different classes. |
| Arrival Station | : the departure station specified in the Ticket. |
| Alteration | : the arrival station specified in the Ticket. |
| Cash Payment | : the process through which a passenger may change the date of his/her departure, train number, or Class of Travel. |
| Octopus | : the payment of a fare when purchasing or altering Ticket(s) by means such as cash in RMB, cash in HKD, Octopus, etc. All purchases or Alterations made at MTR's ticket agents are regarded as made by Cash Payment regardless of the payment method used. |
| Child Ticket | : the electronic payment system operated by Octopus Cards Limited in Hong Kong. |
| Student Ticket | : the discount Ticket (concessionary Ticket) for children who are aged 6 but below 14. An Adult Ticket shall be purchased for any minor aged 14 or above. Ages of the children are calculated based on the date of travel. |
| Train Ticket Student Discount Card | : the discount Ticket (concessionary Ticket) for eligible Hong Kong students who are studying in Mainland China. |
| Disabled Military Ticket | : 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. The name of the student, valid identity card number, discount travel section, enrollment date and number of discounted journeys shall be specified in the card. |
| Adult | : the discount Ticket (concessionary Ticket) for persons holding a Certificate for Disabled Military of the People's Republic of China, Certificate for Disabled Policemen of the People's Republic of China or Certificate for State Integrated Fire and Rescue Team Disabled Members issued by the relevant authorities of the People's Republic of China. |
| MTR By-laws | : a person aged 18 or above. |
| | : 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) Forms of Tickets
Tickets for sale to Cross-Boundary Passengers shall be electronic 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 methods
Tickets can be purchased through the 12306 Website, station ticketing counters, ticket agents, ticket vending (issuing) machines, etc.
 - (4) The advance sales period shall be 15 days (inclusive). Any changes to the advance sales period shall be announced by the Railway Transport Enterprise(s) in advance.
 - (5) Ticket purchase over the 12306 Website shall be made no later than 30 minutes before the train departure time. For Tickets bearing Hong Kong West Kowloon Station as the Departure Station, purchase shall be made no later than 45 minutes before the train departure time. Other ticketing methods shall have their respective sales cut-off times.
 - (6) Upon purchase of a Ticket, a passenger may obtain a copy of Reimbursement Receipt at any designated ticketing counter in stations or ticket vending (issuing) machine with his/her valid, original identification document used for ticket purchase before the train departure time or within 180 days of the date of travel. If the Ticket is purchased at Hong Kong West Kowloon Station or via MTR's ticket agent, the Reimbursement Receipt can only be obtained at Hong Kong West Kowloon Station.
 - (7) Passengers shall provide true, valid contact information to the Railway Transport Enterprise(s) and immediately check the ticket information and the fare amount upon purchase of the Tickets.
- Rule 7 :** Child Tickets
- (1) A child who is aged below 6 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 child is travelling with a single Adult holding a Ticket, Child Ticket(s) shall be purchased for the additional child(ren). In the event that any child who is eligible for free travel occupies a seat, a Child Ticket shall be purchased for him/her.

- (2) A child eligible for free travel, provided that he/she is accompanied by an Adult holding a Ticket shall declare to the Railway Transport Enterprise(s) upon purchase of the Tickets. The valid identification document used for declaration will be his/her proof of travel.
- (3) Children eligible for free travel and children eligible to purchase Child Tickets shall travel in company of an Adult.
- (4) 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.
- (5) The fare of a Child Ticket shall be 50% of the published fare for the corresponding type of seat.

Rule 8 : Student Tickets

- (1) Students and post-graduates enrolled in any higher education institutions in Mainland China can purchase cross-boundary Student Tickets using their student cards which are attached with concessionary and preferential certificates with their institutions' stamps affixed, together with the Train Ticket Student Discount Cards, for travel between their home and the locations of their institutions (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 Student Tickets once.
- (2) Each eligible student shall be entitled to purchase Student Tickets for only four single journeys each academic year (1 October to 30 September the following year). Where the maximum number of purchase is not made during any academic year, the remainder cannot be carried forward to the next academic year.
- (3) Student Tickets shall be sold for the trains of the shortest route or with the least number of interchanges. Where a student purchases Connecting Tickets within the discount travel section recorded in his/her student card, only one journey will be deducted.
- (4) Where a student who is eligible to pay concessionary fare travels without a Ticket, in addition to being handled in accordance with Rule 18, 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.
- (6) Student Tickets shall not be sold if the student who should have a Train Ticket Student Discount Card but does not have it; or the data contained in the Train Ticket Student Discount Card is incomplete, unreadable or does not match the record shown on his/her student card; or travels exceeding the discount travel section.
- (7) Where the discount travel section is altered, the official seal of his/her institution shall be stamped on the student card and the relevant data recorded in the Train Ticket Student Discount Card shall be revised accordingly.

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' proof of travel are the valid identification documents used for ticket purchase. Any accompanying children who are eligible for free travel, the proof of travel are their valid identification documents used for declaration upon purchase of the Tickets. Tickets shall only be valid for the dates and train numbers specified therein. Passengers must board the trains according to the dates, train numbers, car numbers and seat numbers specified in the Tickets. 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) Passengers holding discount Tickets (concessionary Tickets) shall have the proof of entitlement used for purchasing such Tickets while travelling.
- (3) Passengers who are entitled to purchase Student Tickets shall complete verification of entitlement for once of their identification documents with their Train Ticket Student Discount Cards at designated ticket vending (issuing) machines or ticketing counters in a station each academic year before travelling.
- (4) Passengers shall take proper care of the valid identification documents used for purchase of Tickets and the ticket purchase information.
- (5) Passengers shall undergo ticket checks (inspection) by station or train staff when entering and exiting stations, and on board trains.
- (6) Passengers shall undergo security checks when entering stations.
- (7) 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;
- (5) have refused the security check; and insisted on carrying or entraining the prohibited or restricted items;
- (6) have refused the Real-name Ticket verification.

If the passengers have purchased Tickets, they shall have their Tickets refunded (refund charges shall apply) at the Departure Station; and no refund shall be made for the untravelled section of the ticketed journey if they are asked to leave the train mid-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 Tickets 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 contained in the Tickets. For Tickets bearing Hong Kong West Kowloon Station as the Departure Station, Alterations shall be made no later than 45 minutes before the specified departure time.
- (3) Where the fare of the altered Ticket is higher than that of the original Ticket, the passenger 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 Alterations
 1. Should passengers purchase their Tickets by methods other than Cash Payment and not have collected their Reimbursement Receipts, they shall alter their Tickets by logging on to the 12306 Website or at designated ticketing counters in stations.
 2. Should passengers purchase their Tickets by Cash Payment or have collected their Reimbursement Receipts, they shall alter their Tickets at designated ticketing counters in stations. Should passengers purchase their Tickets through MTR's ticket agents and have not collected their Reimbursement Receipts, they shall alter their Tickets through the original ticket agents where the Tickets were purchased.
- (5) Tickets shall be non-refundable after Alteration.
- (6) Any Reimbursement Receipts collected shall be returned upon Alteration. New Reimbursement Receipts shall be collected for the Tickets newly issued 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 contained in the Tickets. For Tickets bearing Hong Kong West Kowloon Station as the Departure Station, refunds shall be made no later than 45 minutes before the specified departure time.
- (2) Methods for Refunds
 1. Should passengers purchase their Tickets by methods other than Cash Payment and have not collected their Reimbursement Receipts, they shall refund their Tickets by logging on to the 12306 Website or at designated ticketing counters in stations. The refund amounts shall be returned through the original payment methods.
 2. Should passengers purchase their Tickets by Cash Payment or have collected their Reimbursement Receipts, they shall refund their Tickets at designated ticketing counters in stations. Alternatively, they shall also refund their Tickets by first logging on to the 12306 Website to return the Tickets. The refund amounts shall be collected at designated ticketing counters in stations with the original identification documents of the passengers used for ticket purchase shown within 180 days of the date of the return of the Tickets. Should passengers purchase their Tickets through MTR's ticket agents and have not collected their Reimbursement Receipts, they can also be refunded at the ticket agents through which the Tickets were purchased.
- (3) Any Reimbursement Receipts collected shall be returned upon refunds.
- (4) Standard of refund charges: 50% of the ticketed fare for refunds made within 48 hours before the ticketed departure time; 30% of the ticketed fare for refunds made between 48 hours and the 7th day before the ticketed departure time; 5% of the ticketed fare for refunds made 8 days or more before the ticketed departure time. 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 in 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 Records of Operations and hand them to the station where the passengers alight. The fare difference shall then be refunded.

- 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.
- Rule 16 :** Sale of Incorrect Tickets, Purchase of Incorrect Tickets, Incorrect Boarding and Incorrect Disembarkation
- (1) Where a Ticket is mistakenly sold or purchased at the ticketing counters in stations, passengers shall immediately make request on the spot and the station shall re-issue a Ticket without charging any refund fees. The fare difference shall then be refunded without refund fee being charged.
Where a sale of incorrect Tickets is caused by the liability of the Railway Transport Enterprise(s), it should be refunded or re-issued a new Ticket for passengers free of charge.
 - (2) Where a passenger has mistakenly boarded a train or disembarked at a 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 then prepare another Record of Operations and arrange for the passenger to board the next available train for free to the correct station. Free transport 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 train for the return trip. If a passenger claims that he/she has mistakenly boarded a train or disembarked at Hong Kong West Kowloon 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 :** 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.
 - (2) Where a passenger fails to request to travel beyond the Arrival Station before arriving at the Arrival Station specified in 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 Arrival Station specified in 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; if the over-travelled section does not involve the Guangzhou-Shenzhen-Hong Kong Section, the fare in respect of the over-travelled section.
- Rule 18 :** 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 identification information:
- (1) a passenger travelling without a Ticket or with an invalid Ticket shall pay the fare in respect of the section from the stations where he/she boarded the train (or the origin station of the train if undetermined) and the Arrival Station, 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 a Ticket shall pay the Child Ticket fare. A minor who are aged 14 or above found travelling on a Child Ticket shall pay the fare difference between a Child Ticket and an Adult Ticket together. 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, 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, 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 19 :** Handling of Non-complying Passengers who Refuse to Pay the Chargeable Charges under these Rules
If a passenger boards a 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 20 :** 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 a Mainland station after purchase of a new Ticket at Hong Kong West Kowloon Station or on board the train for the return trip. Should the passenger purchase a Ticket on the 12306 Website, station and train staff shall inspect and verify his/her ticket purchase record.
 - (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 21 :** Limitations to the Carry-on Items
- (1) Passengers shall be responsible for their own carry-on items which shall be placed properly and not affect the usage and safety of the public areas.
 - (2) Limits on the weight and size of items which can be carried by each passenger: 20 kg for Adults; 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.
Elderly, young children, sick passengers, disabled passengers and pregnant women using mobility aids for travelling, their folding wheelchairs, and the folding strollers used by accompanying infants can be carried free of charge which are not subject to the above restrictions.
 - (3) Passengers are permitted to bring 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. Any 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 22 :** Carry-on Items Exceeding the Specified Allowance
- (1) A passenger 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 item, the transport charge shall be levied according to the weight of the entire item.
 - (2) Where a passenger is found carrying prohibited or restricted items on to train in violation of paragraph (4), Rule 21, 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 23 :** Handling of Passengers' Lost Property
Lost property found on train 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 them 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 24 : 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 Ticket Policy Management

Rule 25 : Tickets issued under the Real-name Ticket Policy must be purchased with the valid identification documents of passengers. Passengers entering any station to board trains must present their valid, original identification documents used for ticket purchase. Passengers will only be allowed to enter the station to board trains when their Tickets, identification documents and identities match. If Tickets, identification documents, and identities are inconsistent, it will be treated as not having valid Tickets. Passengers must be inspected by the Railway Transport Enterprises. Passengers shall ensure that their exit and entry permits and endorsements are valid.

Rule 26 : Each valid identification document shall be used to purchase one real-name Ticket for the same train on any given date of travel.

Rule 27 : Valid identification documents under the Real-name Ticket Policy shall include: the People's Republic of China Resident Identity Card, the People's Republic of China Residence Permit for Hong Kong and Macao Residents, the People's Republic of China Residence Permit for Taiwan Residents, the People's Republic of China Foreign Permanent Resident ID 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 documents issued by the authorities issuing any of the above identification documents.

Rule 28 : Passengers refunding or altering their Tickets shall provide their own valid identification documents. Persons refunding or altering Tickets on behalf of others shall produce their own valid identification documents, in addition to the valid identification documents of the passengers.

Rule 29 : Ticket purchase over the 12306 Website requires true and accurate information of passengers' valid identification documents. Collection of Reimbursement Receipts requires the valid, original identification documents of the passengers used for Ticket purchase.

Rule 30 : Ticket Re-Issue Procedures for Passengers Who Have Lost Their Identification Documents Used to Purchase Their Electronic Tickets

(1) Loss of identification documents used to purchase electronic Tickets before boarding the train

Under such circumstances, the passengers shall proceed to the issuing authorities of the identification documents used to purchase the electronic Tickets for re-issue of the documents. The passengers shall then use the re-issued identification documents to enter or exit the station or board the train. A new Ticket shall be purchased should the train be missed.

(2) Loss of identification documents used to purchase electronic Tickets on board or before exiting station

1. A passenger who has lost his/her identification document must voluntarily declare this to the staff and cooperate with the staff during inspection. The passenger shall pay for a new Ticket. If the staff verifies and is satisfied that the relevant seat was properly used or no exit record of this Ticket is found, the staff shall issue a Record of Operations to the passenger.
2. Within 30 days from the date of travel, the passenger shall proceed to a ticket refund counter in any station along the route with the Record of Operations, the identification document issued by the issuing authority of the identification document used to purchase the electronic Ticket and the re-purchased 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-purchased Ticket, 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-purchased Ticket is consistent with that of the originally purchased Ticket. When processing refund applications, if any exit record is found on the identification document claimed lost, no refund of the re-purchased Ticket shall be accepted; if no exit record is found, the re-purchased Ticket shall be refunded without charging any refund fees.

Rule 31 : Passengers shall use valid identification documents, otherwise staff may refuse to provide any service.

Chapter 4 : Discounts for Tickets

Rule 32 : 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 33 : 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 34 : 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 : Delay and Disruption of Transport

Rule 35 : If trains are delayed due to that the operation of railway is affected by the liability of the Railway Transport Enterprise(s) or natural disasters, etc., and passengers request for cancellation of travel at the Departure Station, full refund without refund fee being charged shall be granted prior to departure of the relevant trains. Refunds for the Connecting Tickets that have been purchased shall be handled at the same time without charging any refund fees. If the passenger requests refunds of the Connecting Tickets separately, it shall be made in accordance with Rule 13.

Rule 36 : If train service is suspended, cancelled entirely, cancelled mid-journey, returned mid-journey, or rerouted due to that the operation of railway is affected by the liability of the Railway Transport Enterprise(s) or natural disasters, etc., 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) Mid-journey: Refund the fare of the untravelled section for trains terminating at Hong Kong West Kowloon Station, and refund the fare difference between the original fare paid and the fare for the travelled section for trains departing from Hong Kong West Kowloon Station. 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 a passenger 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) of the disrupted train at the Departure Station shall be refunded at the same time without charging any refund fees. If the passenger requests refunds of the Connecting Tickets separately, it shall be made in accordance with Rule 13.

Chapter 7 : Supplementary Provisions

Rule 37 : 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 38 : 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 39 : These Rules shall become effective on 1 January 2023.

ATTACHMENT 1

List of Prohibited and Restricted Items

I. Prohibited Carry-on Items

- (1) Guns and ammunition (major components included)
 1. Military guns and official guns: pistols, sub-machine guns, rifles, machine guns, anti-riot guns, etc. and all kinds of matching ammunition.
 2. Civilian guns: air pistols, shotguns, sport guns, tranquilliser guns, etc. and all kinds of matching ammunition.
 3. Prop guns, starting pistols, steel ball guns, tear gas guns, stun guns, etc. and all kinds of matching ammunition.
 4. Samples and imitations of the above items.
- (2) Explosives-related items
 1. Ammunition: bombs, flares, incendiary bombs, smoke bombs, signal flares, tear gas canisters, gas bombs, grenades, land mines, anti-tank grenades, etc.
 2. Blasting equipment: explosives, detonators, fuses, detonation cords, seismic bombs, blasting agents, etc.
 3. Pyrotechnic products: all kinds of fireworks and firecrackers, such as firework shells, fireworks (including cold fireworks), firecrackers, snappers, party poppers, smashing firecrackers; starting pistol caps; black powder; gunpowder; firing lines; and products of firework effects such as steel wool fireworks.
 4. Imitations of the above items.
- (3) Controlled apparatus
 1. Controlled knives: special purpose knives (daggers, bayonets, sabres, cant scrapers, hunting knives, extra-long spring folding knives, etc.), special kitchen knives (extra-long cleavers, extra-long watermelon knives, extra-long chef knives, boning knives, sticking knives, utility knives, etc.) and sharpened knives for martial arts and handicraft and gift use (martial arts knives, swords, etc.) which are defined as controlled knives under the Controlled Knife Classification and Security Requirements (GA 1334-2016), and other controlled knives (all kinds of knives that exceed the measurement specification limits provided under GA/T 1335 Daily Knife Classification and Security Requirements).
 2. Other apparatus: batons, daggers for military or police use, tear gas devices, electric stunners, self-defence devices, crossbows, crossbow bolts, etc.
- (4) Everyday apparatus
 1. Sharp tools: daily knives, such as kitchen knives, fruit knives, scissors, cutter knives, wood carving knives and paper cutters with a length of blade over 60 mm; professional knives, such as scalpels, hand planers and milling cutters; and instruments, such as knives, spears and halberds.
 2. Blunt tools: clubs, bats, snooker cues, hockey sticks, etc.
 3. Tools and farm tools: drills, chisels, awls, saws, axes, welding torches, nail guns, hammers, ice axes, rakes, shovels, grub hoes, hoes, spading forks, sickles, manual straw cutters, etc.
 4. Others: non-mechanical bow and arrow equipment, such as recurve bows and compound bows; firefighting guns; darts; slingshots; self-defence spray in containers over 50 ml, etc.
- (5) Flammable and explosive articles
 1. Compressed gases and liquefied gases: hydrogen, methane, ethane, ethylene oxide, methoxymethane, butane, natural gas, ethylene, vinyl chloride, propylene, acetylene (dissolved in medium), carbon monoxide, liquefied petroleum gas, Freon, oxygen (excluding bagged medical oxygen for patients), water gas, etc.
 2. Flammable liquids: gasoline (including methanol gasoline and ethanol gasoline), kerosene, diesel, benzene, alcohol, alcoholic beverages containing more than 70% alcohol by volume or with illegible labels, 1,2-epoxypropane, carbon disulphide, methanol, acetone, ether, paints, thinners, rosin oil, etc.
 3. Flammable solids: red phosphorus, flash powder, solid alcohol, celluloid, foaming agent H, azobisisoheptanenitrile, etc.
 4. Spontaneous combustible articles: yellow phosphorus, white phosphorus, nitrocellulose (including nitrate film), oil paper and its products, etc.
 5. Articles that are flammable when wet: metallic potassium, sodium, lithium, calcium carbide, magnesium aluminium powder, etc.
 6. Oxidants and organic peroxides: potassium permanganate, potassium chlorate, sodium peroxide, potassium peroxide, lead peroxide, peracetic acid, hydrogen peroxide, sodium chlorate, ammonium nitrate, etc.
- (6) Toxic chemicals
Highly toxic chemicals, such as cyanide, arsenic, selenium powder, phenol, chlorine, ammonia, methyl isocyanate, dimethyl sulphate, and highly toxic pesticides, such as rodenticides, insecticides, herbicides.
- (7) Corrosive articles
Sulphuric acid, hydrochloric acid, nitric acid, sodium hydroxide, potassium hydroxide, batteries filled with liquids (containing potassium hydroxide solids or filled with liquid acid or lye), mercury, etc.
- (8) Radioactive materials
Radioactive materials refer to materials containing radionuclides where both the activity and specific activity levels exceed the exemption values required by the State. Refer to Radioactive Material Classification and Directory (Interim) for details.
- (9) Contagious substances
Contagious substances include highly pathogenic microbial bacterial (viral) strains and infectious specimen contagious to humans. Refer to Category I and Category II pathogenic microbes categorized according to their hazard levels under Directory of Pathogenic Microbes Contagious among Humans.
- (10) Other articles that may endanger the safety of train operations
 1. Highly magnetic materials that may interfere with train signals.
 2. Hydrogen sulphide and items with strong irritant odours or peculiar odours such as fetor.
 3. Articles that may easily cause other passengers to panic.
 4. Articles of indeterminable nature but that may be dangerous.
- (11) Other articles that are prohibited from being carried on and transported by laws, administrative regulations and rules.

II. Restricted Carry-on Items

- (1) Alcoholic beverages containing 24% or more, but not more than 70% alcohol by volume in unopened packaging with legible labels, not exceeding 3000 ml in total.
- (2) Daily necessities in non-pressurised self-spray containers containing flammable substances, such as perfumes, Florida water, sprays, gel. Each container must not exceed 100 ml. Only one piece of each type of item is allowed.
- (3) Nail polish and remover not exceeding 50 ml in total.
- (4) Cold waving conditioner, hair dyes, mousse, hair sprays, insecticide sprays, air fresheners in pressurised self-spray containers. Each container must not exceed 150 ml. Only one piece of each type of item is allowed, not exceeding 600 ml in total.
- (5) Up to two boxes of safety matches and two ordinary lighters.
- (6) Power banks and lithium batteries with legible labels and with a rated energy capacity of not more than 100Wh per unit. Lithium batteries in motorised wheelchairs are not counted.
- (7) Live animals limited to guide dogs with working certificates and fish, prawns, crabs, shellfish and molluscs that are packaged in sealed containers as food.
- (8) Other articles that are restricted from being carried on and transported by laws, administrative regulations and rules.

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: _____