輕鐵 Light Rail

《香港鐵路 (西北鐵路) 附例》

第1部　導言

1. 生效日期及釋義

(1) 本附例自《兩鐵合併條例》(2007年第11號) 的指定生效日期起實施。
(2) 在本附例中，除文意另有所指外 -
"人員"(official) 指任何獲正式授權以代公司行事的人，包括公司的任何僱員、受僱人或合法委任的代理人；
"巴士"(bus) 指根據《道路交通條例》(第374章)界定，並由公司或代公司在西北鐵路服務範圍內經營的巴士；
"公司"(Corporation) 指香港鐵路有限公司；
"失效車票"(invalid ticket) 指以下任何車票 —
(a) 有效期已屆滿之車票；或
(b) 在持票人所乘搭的巴士或鐵路車輛上屬無效的車票；或
(c) 依據任何其他關於有關車票或車程的公佈、告示、一覽表或列表中所載或所提述的使用條件，乘客無權使用的車票；及
(d) 如屬聰明卡，包括在緊接持票人乘搭或企圖乘搭任何巴士，或登上或企圖登上任何西北鐵路車輛，或乘搭或企圖乘搭任何上述車輛之前未經自動處理裝置在卡上記錄適當的核准密碼的聰明卡；
"西北鐵路車輛"(vehicle of the North-west Railway) 指行走於鐵路，或用於與鐵路相關用途上的任何列車、車廂或車廂隔間；
"自動處理裝置"(automatic processing device) 指公司用以自動收取車費的處理裝置；
"車票"(ticket) 指由公司或代公司不時發出，供乘搭巴士或鐵路車輛之用的任何形式的車票、聰明卡、通行證或許可證；
"車費"(fare) 指任何乘客為乘搭任何巴士或在鐵路乘搭列車所應付的車費，不論車票是否由公司或代公司向他發出，以供乘搭任何巴士或在鐵路乘搭列車；
"車輛"(vehicle) 指《道路交通條例》(第374章)界定的車輛；
"附加費"(surcharge) 指由公司或代公司不時發出的告示、一覽表、列表或其他公布上指明的款額，並須為 -
(a) 相等於徵收該附加費時巴士或鐵路列車的現行最高成人單程車費的50倍的款額；或
(b) 本附例所訂明的最高罰款，
以款額較低者為準；
"個人車票"(personalized ticket) 指向車票上所識別的人士或個人發出的車票；
"乘客"(passenger) 指自行或由他人代為繳付車費，並在公司營業時間內合法地乘搭任何巴士或鐵路列車的人，而不論車票是由該人為該目的獲發給或由他人代其獲發給，或以其他方法取得的；
"票務處"(ticket office) 指由公司或代公司經營的獲正式授權發出車票的任何辦事處；
"聰明卡"(smart card) 指為與自動處理裝置傳訊而由公司或代公司發出的卡或晶片；
"鐵路"(railway) 指西北鐵路；
"鐵路處所"(railway premises) 指屬於或從屬於西北鐵路的鐵路處所，但不包括運輸署署長並未為《道路交通條例》(第374章)第2條的"道路"定義而作出指定的任何西北鐵路車路。

第2部　車票及車費

2. 車票

(1) 所有車票，不論本附例是否特別提述，均在下述規限下發出 –
(a) 本附例；及
(b) 該等車票上述明或提述的任何特別條件，或其他由公司或代公司發出的任何告示、一覽表、列表或其他公布中所載或提述的任何特別條件。
(2) 乘客須當作已知悉並已同意本附例以及關乎他所使用的車票的任何特別條件或其他由公司或代公司所發出的告示、一覽表、列表或其他公布中所載或提述的任何特別條件，而公司的法律責任(如有的話)須因而受局限而非擴大。

3. 車費

由公司或代公司發出的告示、一覽表、列表或其他公布中不時顯示的車費，即為乘搭任何巴士或鐵路列車的認可車費。

4. 車票不包含保證或法律責任的承擔

(1) 公司並不保證乘客可由某一特定巴士或西北鐵路車輛運載，亦不保證任何巴士或西北鐵路車輛於某些特定時間抵達或離開某站，也不保證車票的發出會在任何巴士或西北鐵路車輛離站前完成；公司無須對任何人就由於公司巴士或鐵路服務(或部分服務)因任何理由而更改、暫停、干擾或撤銷所造成的任何阻延或滯留而引致的任何損失或損害承擔法律責任。
(2) 公司在行使其絕對酌情決定權下，可採取下述所有或任何一項措施，而無須為因此而造成的任何損失或損害對任何人承擔法律責任 –
(a) 暫停或中止發出車票(不論車票以何方式發出)；
(b) 在任何其他巴士或西北鐵路車輛抵站之前，讓任何巴士或西北鐵路車輛離站，而不讓乘客有機會上落該巴士或西北鐵路車輛；
(c) 在任何時間或任何時段暫停、中止或撤銷任何車站的所有或任何巴士或鐵路服務；在任何時間或任何時段暫停、中止或撤銷任何巴士或西北鐵路車輛的行駛，並更改任何巴士或西北鐵路車輛的離站和抵站時間及路線。
(3) 凡車票因第(2)款所描述情況而未能使用，公司可行使其絕對酌情決定權，考慮退款申請。

5. 禁止未付車費進入和乘搭車輛

任何人如沒有獲得人員特准(特准不得無理地不授予)，或並非屬第12(1)條所規定的情況，則除非事先已繳付適當車費並取得適當車票(如有發出車票的話)，而如屬使用聰明卡作為車票，則除非以適當方式配合自動處理裝置使用該卡，使適當車費付予公司，否則不得 -
(a) 乘搭任何巴士；
(b) 登上或企圖登上任何西北鐵路車輛；或
(c) 乘搭或企圖乘搭任何西北鐵路車輛。

6. 車票的出示和附加費

(1) 所有車票均屬公司財產，須隨時應人員的要求在任何巴士或鐵路列車上出示。
(2) 任何人拒絕或沒有繳付適當車費，或拒絕或沒有出示車票，即有責任繳付附加費。
(3) 在鐵路列車上或任何巴士或西北鐵路車輛上持有或使用免費或優惠車票的人，在人員要求下，須出示充分證據以證明其有權持有和使用該車票。
(4) 任何人使用免費或優惠車票而沒有出示充分證據以證明其有權使用該車票，即有責任繳付附加費，猶如並無持有車票一樣。
(5) 任何人如沒有獲得人員的特准(特准不得無理地不授予)而持有免費或優惠車票，並沒有出示充分證據以證明其有權持有該車票，則在人員的要求下，須將該車票交回該人員。

7. 損壞車票和使用已損壞車票

(1) 任何人不得不恰當地對車票或以車票作出任何事情，以致 -
(a) 車票上所印上的資料或密碼資料全部或部分資料抹除，或以其他方式更改或干擾；或
(b) 該車票受其他損壞。
(2) 任何人不得使用或企圖使用已不恰當地更改、損壞又或以其他方法干擾的車票，而如屬使用聰明卡作為車票，則不得使用或企圖使用不能與車票自動處理裝置傳訊的車票以乘搭任何巴士或鐵路列車。

8. 沒有繳付車費等

(1) 除第(2)、(3)、(4)、(5)及(6)款另有規定外，任何人不得在未繳付或拒絕繳付按照本附例應付予公司的車費或其他款項情況下離開任何巴士或鐵路。
(2) 有責任繳付附加費的人，在人員要求下，須立刻向該人員繳付款項。
(3) 當人員認為某名16歲或超過16歲的人不能立刻繳付附加費，公司須藉送達書面通知要求繳付附加費，而獲送達該通知書的人，須在該通知書上簽署，並須在不遲於該通知書送達日期起計的14日繳付附加費。
(4) 當人員認為某名不足16歲的人不能立刻繳付附加費，公司須藉送達書面通知予該人的父母、法定監護人或最近親，要求繳付附加費，而收到該通知書的人須在不遲於該通知書送達日期起計的14日繳付該附加費。
(5) 對於某人是否不能立刻繳付附加費的決定，處理票務或乘客事務的人員有絕對酌情決定權，而其決定就所有目的而言均為最終和有約束力的決定，且無須就其決定引致的任何損失或損害(不論損失或損害為何和如何引致)承擔任何性質的法律責任。
(6) 公司有權酌情決定自任何乘客持有的任何聰明卡扣除該乘客有責任支付的全部或部分附加費。

9. 無票或持過期或不適當車票乘搭車輛

(1) 任何人(不足3歲的人除外)如在下述情況下乘搭或企圖乘搭任何巴士或西北鐵路車輛，即視作沒有繳付車費，並有責任向公司繳付附加費—
(a) 並無持有車票；
(b) 持有未獲得公司或其任何人員特准而已被更改的車票，或持有已損壞的車票；
(c) 持有失效車票；或
(d) 持有發給他人的個人車票。
(2) 就第(1)款而言—
(a) 乘客如沒有在車票發出後2小時內完成車票所關乎的車程，車票即屬過期和失效；
(b) 規管季票或儲值車票的有效期及特別條件，須為車票上所印者；但如車票上並無印明有效期及特別條件，則為由公司或代公司不時發出的公佈、告示、一覽表或列表所載的有效期及特別條件；
(c) 在任何巴士或西北鐵路車輛上的人，其後如離開或企圖離開該巴士或西北鐵路車輛或鐵路處所，則在無相反證明下，即須推定為已在鐵路乘搭列車；
(d) 所有由公司或代公司發出的車票，如已失效，則在人員的要求下須予以交還，而不論該車票是否有剩餘儲值。

10. 乘客須查看車票和找回的錢

(1) 任何人士在離開票務處之前，須查看其車票和任何找回的錢。
(2) 公司和任何人員無須就車票發出時沒有促請其注意的任何錯誤或遺漏承擔法律責任。
(3) 登上任何巴士的人，須將不少於適當車費的款項放進車費箱內，以繳付車費，或出示有效車票或乘車特准證，以供查閱。
(4) 使用自動售票機的人，須放入不少於適當車費的法定貨幣，包括有效的儲值票，以購買車票。
(5) 就任何已放入自動售票機或車費箱的款額，任何人無權獲退回—
(a) 任何超逾適當車費的款額；或
(b) (如儲值車票的所餘票值並不足夠)任何超逾須補足適當車費的款額。
(6) 車票不時印上或以密碼存錄的款額(包括零額)，即為該車票已付款項不可推翻的證據，而就儲值車票而言，即為該車票的餘值(如有的話)不可推翻的證據。
(7) 任何人在人員要求下，須立即向該名人員出示可接受的證據，以證明他有權使用任何優惠或其他特別種類的車票或車費。

11. 退換及退款

(1) 就退回車費或退回或退換車票，公司具有絕對酌情決定權。在任何退換或退款時，可扣除公司不時釐定並公布的行政費用。
(2) 退款形式，由公司絕對酌情決定。
(3) 公司並無責任補發車票以代替已遺失、誤置或未經使用的車票，亦不會就任何該等車票的票值或因乘客沒有應要求出示車票而徵收的車費或附加費的款額退款。

12. 兒童乘搭巴士及鐵路列車

(1) 除由公司或代公司發出的告示、一覽表、列表或其他刊物上另有指明外，每名成人乘客可帶同兩名3歲以下的兒童免費乘搭巴士或鐵路列車，但該兒童或該等兒童不得佔用其他乘客所需的座位。
(2) 如每名成人乘客帶同乘車的3歲以下的兒童超過兩名，須為超額的每名兒童繳付第3條所規定的兒童車費。
(3) 任何超過3歲但不足12歲的兒童，在乘搭任何巴士或鐵路列車時，須繳付第3條所規定的兒童車費。
(4) 如無證據證明本附例所提述的任何兒童的年齡，對於年齡的決定，處理票務或乘客事務的人員有絕對酌情決定權，而其決定就所有目的而言均為最終和有約束力的決定，且無須就其決定引致的任何損失或損害(不論損失或損害為何和如何引致)承擔任何性質的法律責任。

13. 拒絕進入

公司或任何人員可隨時拒絕讓其相信相當可能鬧事、行為不檢或作出使人反感的行為或其有理由懷疑正犯或正企圖犯任何違反本附例所訂罪行的人，登上任何巴士、西北鐵路車輛或進入鐵路處所的任何部分。

第3部　侵入和損壞巴士及鐵路

14. 侵入和移走侵入者

(1) 任何人不得進入或登上鐵路處所的任何部分，但藉告示、指示牌和其他指示而清楚界定供使用鐵路的人使用的部分除外，也不得使用指定的入口或出口以外的地點進入或離開該等部分。
(2) 任何人如沒有合法辯解或沒有獲得公司或其人員特准而處於任何巴士、西北鐵路車輛或鐵路處所的任何部分，或違反本附例，在公司任何人員要求其離開該等地方時拒絕離開，即可被立即移離該等地方，而不損害按照本附例可予施加的任何處罰或附加費。

15. 厭惡性物質、物料等

(1) 任何人不得致使、准許或容受以下事情的發生—
(a) 任何污水、排出的廢水或任何其他厭惡性物質流入或以其他方式進入或留在鐵路的任何部分；
(b) 任何廢物、廢料、廢棄食物或任何種類的垃圾積聚或進入任何巴士、西北鐵路車輛或鐵路的任何部分；
(c) 讓任何風箏、氣球、模型或其他物件在鐵路的任何部分的上空飛過或以其他方式越過；
(d) 將任何種類的建築物料、建築機械或裝備存放在或以其他方式使其進入或留在或越過鐵路處所(獲公司書面特准者除外)。
(2) 任何人不得致使、准許或容受任何投射物、物品或其他的任何物體被推向、拋擲或故意丟掉在任何巴士、西北鐵路車輛或鐵路其他部分。

第4部　巴士及鐵路上的人的行為

16. 非法使用巴士及鐵路上的設備

除人員外—
(a) 任何人不得開動巴士、西北鐵路車輛或鐵路上的任何緊急或安全設備，但如為提供該等設備的明確目的並按照印於設備上的指引，或於設備附近展示的公告上的指引而開動，則屬例外；
(b) 任何人不得登上或離開(或企圖登上或離開)任何行駛中的巴士或西北鐵路車輛或(意外或其他緊急情況時除外)在兩站之間的車輛，亦不得在巴士或西北鐵路車輛並非與指定供乘客登上或離開巴士或西北鐵路車輛的車站或月台鄰接的一邊登上或離開(或企圖登上或離開)巴士或西北鐵路車輛；
(c) 任何人不得在車門開始關閉後登上或離開(或企圖登上或離開)任何巴士或西北鐵路車輛；
(d) 如在巴士或西北鐵路車輛上展示的告示顯示某扇門用作入口，而另一扇門用作出口時(意外或其他緊急情況除外)，任何人不得從表明用作出口的一扇門上車或企圖上車，亦不得從表明用作入口的一扇門落車或企圖落車；
(e) 操作、移動、開動或干預屬於公司或為鐵路而建造或與鐵路相關而建造的任何機械或電力裝置或任何機械裝置或裝備。

17. 彌償對人及財產造成的損害

任何人如因將任何動物、物品或物體帶上任何巴士、西北鐵路車輛或鐵路的任何部分，而對公司、其人員或任何其他人造成損傷、損失或損害，或對公司、其人員或任何其他人的財產造成任何損失或損害，則該人須就所造成(不論如何造成)的損傷、損失或損害而引致的所有或任何索償、要求、費用和開支，向公司作出彌償：
但如本條提及的對財產或對人所造成的損害或損失，純粹因人員的疏忽或錯失所引致，則本條並不適用。

18. 遵從告示

(1) 任何人在巴士、西北鐵路車輛或鐵路處所任何部分，須遵從所有告示、指示牌以及人員的所有合理指示及要求。
(2) 任何人不得在巴士上層或梯間站立。
(3) 在不損害第(1)款的一般性的原則下，如任何人員認為某輛巴士或西北鐵路車輛已客滿，則在該人員指示下，任何人不得上車，而剛上車者亦不得留在車上。

19. 不得將腳放在座位上

任何人不得將腳放在任何巴士或西北鐵路車輛或鐵路處所的任何其他部分的任何座位上。

20. 禁止吸煙

任何人不得在任何巴士或西北鐵路車輛上，或鐵路處所內有禁止吸煙告示的任何其他部分吸煙或攜帶已燃點的煙斗、雪茄或香煙。

21. 禁止吐痰和拋棄扔棄物

任何人不得—
(a) 在任何巴士或西北鐵路車輛，或在鐵路處所的任何部分吐痰；或
(b) 將任何扔棄物放置或拋棄在任何巴士或西北鐵路車輛，或鐵路處所的任何部分，但如將扔棄物放進為此目的而設置的容器內則除外。

22. 妨擾

(1) 任何人在鐵路處所內，不論何時—
(a) 不得使用任何威脅性、粗鄙、淫褻或使人反感的言詞，或鬧事、行為不檢、行為不雅或作出使人反感的行為；
(b) 不得在鐵路處所內髹上、書寫、繪畫或貼上任何文字、圖象或字樣，或故意弄污或弄髒鐵路處所，或破損、切割、抓刮、撕扯、毀損或以其他方式損壞鐵路處所的任何部分，包括任何巴士或西北鐵路車輛，或其任何配件、家具、裝飾或裝備，或其內或其上的任何公佈、告示、一覽表、時間表、宣傳品、號碼牌、號碼、數字或字母，或將此等物品或物體從原處移走或將此等物品或物體拆去；
(c) 不得損壞鐵路處所上任何財物；
(d) 不得騷擾任何人，或故意對他人的舒適或方便造成干擾；或
(e) 阻礙、妨礙人員履行職責，或在人員履行職責時分散其注意力。
(2) 儘管有第40條的規定，任何人違反第(1)款，須就公司或其他人的任何財物所造成的損害而對公司承擔法律責任。

23. 處於不合適或不正常狀況的乘客

處於神智不清或處於不合適或不正常狀況的人，不得進入或留在鐵路處所的其任何部分。

24. 禁止唱歌、跳舞及彈奏樂器

除非得到公司或其任何人員的書面特准，任何人不得在任何巴士或西北鐵路車輛或鐵路處所的任何部分唱歌、跳舞或演奏任何樂器或其他器具，亦不得使用收音機、卡式機、雷射碟機或類似的設備、電視或任何其他電氣或機械設備，而相當可能對其他人造成煩擾、不便或騷擾。

25. 禁止項目

任何人不得—
(a) 將任何行李、物品、物體或其他物件，攜帶上任何巴士、西北鐵路車輛或鐵路處所的任何部分，而人員認為因其性質如在巴士或西北鐵路車輛或在鐵路處所任何部分運載容納，不可能不會對公司財產造成損害，或不可能不會對使用巴士或鐵路的其他人造成妨擾或不便的；
(b) 在任何巴士或西北鐵路車輛或在鐵路處所的任何部分進食或企圖進食任何食物或飲用或企圖飲用任何飲品(不論是酒精類或非酒精類飲品)，但獲公司特准除外；
(c) 將任何動物或其他禽畜帶進或帶上鐵路處所任何部分(陪同失明人的引路犬則不在此限)除公司行使其全權酌情決定權許可或准許者外；或
(d) 以構成或相當可能構成火災危險的方式，將任何已燃點的煙頭、火柴、煙草、液體、物質或任何其他物件，放置或拋棄在鐵路處所。

第5部　小販、遊蕩者和招貼的張貼

26. 未經特准而張貼招貼、宣傳和招徠

除非獲得公司書面特准，否則任何人不得在任何巴士、西北鐵路車輛或鐵路處所的任何部分—
(a) 張貼、黏貼、髹上或書寫，或安排張貼、黏貼、髹上或書寫任何招貼、標語牌、宣傳品或任何其他物件；
(b) 展示或展覽，或安排展示或展覽任何印刷品、書寫物品或圖片或任何物品，以作廣告或宣傳用途，或派發任何書籍、單張或其他印刷品或任何樣本或其他物品；或
(c) 招徠、兜攬，或索取施捨、報酬或惠顧或任何形式的僱用。

27. 禁止販賣

除獲公司書面特准外，任何人不得在任何巴士或西北鐵路車輛或在鐵路處所任何部分出售、為出售而展示或要約出售任何貨品、貨物或服務，而《公眾衞生及市政條例》(第132章)第86、86A、86C及86D條適用於本條所訂的罪行，猶如該罪行是該條例第86條所指的小販罪行一樣。

28. 禁止遊蕩

除乘客或其他獲公司特准並在鐵路辦理合法事務或辦理與鐵路相關的合法事務的人外，任何人不得在鐵路處所的任何部分之內或其附近遊蕩。

第6部　鐵路處所的車輛

29. 不得將車輛留在鐵路處所

除非獲得公司書面特准，否則任何人不得將任何車輛停泊或留在，或致使任何車輛停泊或留在鐵路處所的任何部分。

30. 處理留在鐵路處所的車輛

(1) 凡任何人就任何車輛違反第29條，公司可以其認為合適的方式，移走和扣留該車輛；在不損害因違反該條而招致的任何處罰的原則下，公司可向該車輛的車主或駕駛人收取移走和扣留該車輛而招致和附帶的所有費用及開支。
(2) 根據第(1)款被扣留的車輛如無人認領和沒有被移走，而所有費用及開支沒有在車輛被扣留後3日內繳付，則除緊急情況外，公司須在切實可行範圍內向該車輛的登記車主(一如《道路交通條例》(第374章)所界定)送達通知，告知該車主—
(a) 該車輛已遭扣留及扣留地點；及
(b) 除非在通知書送達後的14日內支付費用及收費並將車輛從扣留地點移走，否則該車輛將成為公司的財產而不受任何人的權利影響，並可由公司以出售或其他方式處置。
(3) 如車輛並無按照第(2)款送達的通知書移走，或(倘若送達該通知書並不切實可行)該車輛並無在其首次被扣留的日期後14天內移走，該車輛即成為公司的財產而不受任何人的權利影響，並可由公司以出售或其認為合適的其他方式處置。
(4) 在依據第(3)款將車輛出售後的6個月內，如任何人使公司信納在該車輛憑藉該款成為公司的財產時，他是該車輛的車主，公司須將出售所得收益，在扣除移走及扣留費用及收費以及公司出售車輛所招致的合理收費後，支付予該人。
(5) 第(2)款所指的通知書，可面交送達或郵遞送達。
(6) 就本條而言，"車輛"(vehicle)包括由車輛攜帶或運載的裝備。

31. 駕駛人遵從交通標誌

車輛駕駛人不論在鐵路處所任何部分均須遵從所有交通標誌及訊號和服從人員的合理指引及指示。

32. 危險駕駛

任何人不得以超過告示、指示牌、標誌或訊號所表明或人員所示的速度，或以相當可能危及其他人的方式，駕駛或操作車輛以通過、進入鐵路處所的任何部分或在鐵路處所的任何部分駕駛或操作車輛。

33. 鐵路處所某些部分禁止車輛進入

任何人不得在或沿鐵路處所的任何部分內劃供行人專用的地方駕駛或操作任何車輛。

第7部　危險品

34. 危險品

除為此目的而獲正式授權的人員外，任何人不得將受《危險品條例》(第295章)的條文規限的任何物質或其他物件帶上任何巴士、西北鐵路車輛或帶到鐵路處所的任何部分。

第8部　失物

35. 失物

任何人如在任何巴士或西北鐵路車輛或鐵路處所任何部分之內或之上拾獲任何物品或物體，須在切實可行的範圍內盡快將該物品或物體交予人員；除人員外，任何人不得將遺失或遺留在任何巴士或西北鐵路車輛或鐵路處所任何部分的財物，移離任何巴士或西北鐵路車輛或鐵路處所任何部分，但目的為在切實可行範圍內盡快將該財物交予人員則屬例外；而就拾獲者與公司之間而言，拾獲的所有物品或物體均須當作由公司所管有。

36. 處置失物

(1) 所有歸公司管有的失物須以下述方式處理—
(a) 如屬易毀爛、有害又或厭惡性的貨物或物品，在歸公司管有後可由公司在切實可行範圍內盡快以出售或其在行使絕對酌情決定權下認為合適的其他方式處置；
(b) 一切其他物品或物體在歸公司管有後須由公司保留1個月，在期限屆滿後，如無人認領，該等失物即當作成為公司的絕對財產，不受任何其他權利及產權負擔的影響；公司即可按其在行使絕對酌情決定權下認為合適的價錢(如有的話)，將之出售或以其他方式處置。
(2) 在任何物品或物體由公司出售後的6個月內，如其原擁有人(此詞亦包括原先對該物品或物體享有實益權益的人)能證明並使公司信納他在此之前對該物品或物體具有合法擁有權，則公司須將出售所得收益在扣除出售所招致和附帶的一切開支後的餘款支付予原擁有人，但該原擁有人亦須以公司規定的形式向公司作出彌償，作為公司支付任何該出售所得收益的先決條件。
(3) 因任何物品或物體的遺失，或因該等物品或物件被扣留、出售或以其他方式處置，或因根據第(2)款將任何物品或物體歸還給並非原合法擁有人的人而引致任何損失或損害(不論損失或損害為何和如何引致)，公司無須對任何人承擔法律責任。

第9部　法律責任的限制

37. 支付足以彌償公司的款項

任何乘客或動物、車輛、行李、貨物、物品或物件的擁有人或其他人(包括其遺產代理人)，因公司或任何人員運載或保管任何動物、車輛、行李、貨物、物品或物件而向公司或人員提出或由他人代為提出申索，則本附例中以任何方式提及或提述的任何乘客、任何人或任何動物、車輛、行李、貨物、物品或物件的擁有人須向公司支付所有或任何為彌償公司或人員就上述所有或任何申索所需的款項的款額，以及與此相關而招致的任何費用、損失、損害或開支，而就對任何人員的費用、損害、損失或開支的申索而支付的任何款項，公司須代有關的人員以信託形式持有。

38. 限制及豁免

公司訂立本附例時，是為其本身以及代每名人員而訂立的。任何人或乘客繳付車費或接受車票，即成為其同意本附例或其所有或任何條文賦予公司的每項對法律責任的限制及豁免，均延伸而適用於公司每名人員的不可推翻的證據。

第10部　強制執行及罰則

39. 將人移離鐵路

(1) 如任何人在鐵路處所的任何部分之內或之上被人員合理地懷疑觸犯或企圖觸犯本附例，則在該人員提出要求時，該人須—
(a) 向該人員提供其姓名及地址及其電話號碼(如有的話)的真實和正確詳情，並出示該等詳情的證明以供查閱；及
(b) 向該人員出示身分證明以供查閱。
(2) 任何人員在行使第(1)款賦予的權力時，須在行使該等權力前出示公司發出的授權證明。
(3) 任何人在根據第(1)款被要求提供資料時，不得故意提供虛假資料。
(4) 任何人員有權將他合理地懷疑已觸犯或正企圖違犯本附例的任何人移離鐵路處所(如有需要可使用合理武力)。凡違犯事項是本附例所訂的罪行，在不損害按照本附例施加的任何處罰或附加費的原則下，該人員有權扣留該人，直至交由警務人員羈押以便依法處理為止。

40. 罰則

任何人違反附表第1欄所列的條文，即屬犯罪，可按與該條文相對並列於該附表第3欄的罰則處罰。

41. 保留其他訴因

(1) 除文意另有所指外，本附例所述一切，以及根據本附例提出的起訴或訴訟或採取的步驟，均不禁制公司或其代理人或其他人提出其有權提起或提出的進一步或其他的損害賠償或其他補償或濟助的申索。
(2) 任何由公司或其代理所徵收或須付予公司或其代理人的任何款項(包括但不限於任何車費或附加費)，不論屬罰款、債項、損害賠償、費用、損失、開支或其他形式，均屬欠公司或其合法代理人的應要求到期應付債項，並可作為民事債項強制執行。

附表

罰則　　《第40條》

條次	罪行概要	處罰
第5條	未付車費進入和乘搭車輛	罰款$5,000
第6條	沒有出示車票或繳付附加費	罰款$5,000
第7條	損壞車票和使用已損壞車票	罰款$5,000
第8條	沒有繳付車費等	罰款$5,000
第9(1)條	無票或持過期或不適當車票乘搭車輛	罰款$5,000
第12(3)條	沒有繳付兒童車費	罰款$2,000
第14條	侵入	罰款$5,000
第15條	存放厭惡性物質、物料等	罰款$5,000及監禁6個月
第16(a)條	不恰當使用緊急或安全設備	罰款$5,000及監禁6個月
第16(b)、(c)及(d)條	不恰當地登上或離開任何巴士或西北鐵路車輛	罰款$2,000
第16(e)條	干預屬於公司的裝備等	罰款$5,000及監禁6個月
第18條	沒有遵從告示	罰款$1,000
第19條	將腳放在座位上	罰款$1,000
第20條	吸煙	罰款$5,000
第21條	吐痰和拋棄扔棄物	罰款$5,000
第22條	妨擾	罰款$5,000
第23條	處於不合適或不正常狀況的乘客進入鐵路處所等	罰款$5,000
第24條	唱歌、跳舞和演奏樂器	罰款$2,000
第25(a)、(b)及(c)條	攜帶禁止項目、飲食等	罰款$3,000
第25(d)條	構成火災	罰款$5,000及監禁6個月
第26條	未經特准而張貼招貼、宣傳和招徠	罰款$5,000
第27條	販賣	罰款$5,000及監禁6個月
第28條	遊蕩	罰款$2,000
第29條	將車輛留在鐵路處所	罰款$5,000
第31條	駕駛人沒有遵從交通標誌	罰款$5,000及監禁3個月
第32條	危險駕駛	罰款$5,000及監禁6個月
第33條	在鐵路處所某些部分的車輛	罰款$5,000
第34條	危險品	罰款$5,000及監禁6個月
第35條	沒有交予被拾獲的失物	罰款$2,000
第39(1)條	沒有提供姓名、地址或電話號碼詳情或出示該等詳情的證明或沒有出示身份證明	罰款$1,000
第39(3)條	故意提供虛假資料	罰款$3,000及監禁3個月

MASS TRANSIT RAILWAY (NORTH-WEST RAILWAY) BYLAW

PART 1　PRELIMINARY

1. Commencement and Interpretation

(1) This Bylaw shall come into operation on the day appointed for the commencement of the Rail Merger Ordinance (11 of 2007).
(2) In this Bylaw, unless the context otherwise requires. -
"automatic processing device" (自動處理裝置) means a processing device used by the Corporation for the automatic collection of fares;
"bus" (巴士) means a bus as defined in the Road Traffic Ordinance (CAP. 374) and operated by or on behalf of the Corporation within the North-west Transit Service Area;
"Corporation" (公司) means the MTR Corporation Limited;
"fare" (車費) means the fare payable by any passenger for travel on any bus or on the railway irrespective of whether a ticket is issued to him by or on behalf of the Corporation for travel on any bus or on the railway;
"invalid ticket" (失效車票) means a ticket-
(a) for which the period of validity has expired; or
(b) which is invalid for travel on any bus or on the railway in which the ticket holder is travelling; or
(c) which the passenger is not entitled to use pursuant to the conditions of use contained or referred to in any other publications, notices, lists or tables relating to such ticket or travel; and
(d) in case of a smart card includes a smart card which has not had the appropriate authorization code recorded on it by an automatic processing device immediately before the ticket holder travels or attempts to travel on any bus or boards or attempts to board any vehicle of the North-west Railway or travels or attempts to travel on any such vehicle;
"official" (人員) means any person duly authorized to act on behalf of the Corporation and includes any employee, servant or lawfully appointed agent of the Corporation;
"passenger" (乘客) means a person who has paid a fare or on whose behalf a fare has been paid and who is lawfully travelling on any bus or the railway during the hours of business of the Corporation irrespective of whether a ticket is issued to him or on his behalf or has been otherwise acquired by him for such purpose;
"personalized ticket" (個人車票) means a ticket which has been issued to the person or individual identified on the ticket;
"railway" (鐵路) means the North-west Railway;
"railway premises" (鐵路處所) means railway premises belonging to or appertaining to the North-west Railway but excludes any carriageway of the North-west Railway not designated by the Commissioner for Transport for the purpose of the definition of "road" under section 2 of the Road Traffic Ordinance (Cap. 374);
"smart card" (聰明卡) means a card or chip issued by or on behalf of the Corporation for the purpose of communicating with automatic processing devices;
"surcharge" (附加費) means such amount as may be specified in notices, lists, tables or other publications issued by or on behalf of the Corporation from time to time and shall be -
(a) an amount equal to fifty times the prevailing maximum adult single fare on any bus or railway at the time the surcharge is imposed; or
(b) the maximum fine prescribed in this Bylaw, whichever is the lower;
"ticket" (車票) means any form of ticket, smart card, pass or permit issued from time to time by or on behalf of the Corporation, for travel on any bus or on the railway;
"ticket office" (票務處) means any office operated by or on behalf of the Corporation which is duly authorized to issue tickets;
"vehicle" (車輛) means a vehicle as defined in the Road Traffic Ordinance (Cap. 374);
"vehicle of the North-west Railway" (西北鐵路車輛) means any train or carriage or compartment thereof used on or in connection with the railway.

PART 2　TICKETS AND FARES

2. Tickets

(1) All tickets whether specifically referred to in this Bylaw or not are issued subject to-
(a) this Bylaw; and
(b) any special conditions stated or referred to on such tickets or any special conditions otherwise contained or referred to in any notices, lists, tables or other publications issued by or on behalf of the Corporation.
(2) A passenger shall be deemed to have knowledge of and to have agreed to this Bylaw and any special conditions in relation to any ticket used by him or any special conditions otherwise contained or referred to in any notices, lists, tables or other publications issued by or on behalf of the Corporation and the liability of the Corporation (if any) shall be limited but not extended thereby.

3. Fares

The fares appearing from time to time in notices, lists, tables or other publications issued by or on behalf of the Corporation are the authorized fares for travel on any bus or on the railway.

4. Tickets contain no warranty or acceptance of liability

(1) The Corporation does not warrant that a passenger will be conveyed on any particular bus or vehicle of the North-west Railway or that any bus or vehicle of the North-west Railway shall arrive or depart at a particular time or stop or that the issue of a ticket will be completed before the departure of any bus or vehicle of the North-west Railway and the Corporation will not be liable to any person for any loss or damage whatsoever arising from any delay or detention caused by the alteration suspension interference with or withdrawal of the Corporation's bus or railway services (or a part thereof) for any reason whatsoever.
(2) The Corporation may in its absolute discretion do all or any of the following without being liable to any person for any loss or damage caused thereby -
(a) suspend or discontinue the issue of tickets howsoever issued;
(b) despatch any bus or vehicle of the North-west Railway from a stop before the arrival of any other bus or vehicle of the North-west Railway without affording passengers an opportunity of alighting and boarding the bus or vehicle of the North-west Railway;
(c) suspend, discontinue or otherwise withdraw all or any bus or railway service from any stop at any time and for any period of time or suspend, discontinue or withdraw the running of any bus or vehicle of the North-west Railway at any time and for any period of time and alter the times of departure and arrival of any bus or vehicle of the North-west Railway and the routes thereof.
(3) The Corporation may in its absolute discretion consider applications for a refund where a ticket is unused as a consequence of the circumstances described in subsection (2).

5. Entry and travel prohibited without payment of fare

No person shall without the authority of an official, which authority shall not be unreasonably withheld, or except as provided in section 12(1) -
(a) travel on any bus;
(b) board or attempt to board any vehicle of the North-west Railway; or
(c) travel or attempt to travel upon any vehicle of the North-west Railway, unless having first paid the appropriate fare and, where a ticket is issued, obtaining the appropriate ticket and in the case of using a smart card as a ticket, using it in the appropriate manner in conjunction with an automatic processing device so that the appropriate fare is paid to the Corporation.

6. Production of tickets and surcharge

(1) All tickets shall remain the property of the Corporation and must be produced at any time on any bus or on the railway on demand being made therefor by any official.
(2) Any person who refuses or fails to pay the appropriate fare or refuses or fails to produce his ticket shall be liable to pay a surcharge.
(3) A person holding or using a free or concessionary ticket while on the railway or on any bus or vehicle of the North-west Railway shall produce on demand by an official sufficient evidence to prove his entitlement to hold and use the ticket.
(4) Any person who uses a free or concessionary ticket but fails to produce sufficient evidence to prove his entitlement to such use shall be liable to pay a surcharge as if no ticket were held.
(5) Any person who without the authority of an official, which authority shall not be unreasonably withheld, holds a free or concessionary ticket and fails to produce sufficient evidence to prove his entitlement to hold such ticket shall be required upon demand by an official to surrender such ticket to the official.

7. Damaging and using damaged tickets

(1) No person shall improperly do anything to or with a ticket whereby -
(a) the coded or printed data thereon is erased wholly or in part or is otherwise altered or interfered with; or
(b) the ticket is otherwise damaged.
(2) No person shall use or attempt to use for travel on any bus or the railway a ticket which has been improperly altered damaged or which has been otherwise interfered with and, in the case of using a smart card as a ticket which is unable to communicate with an automatic processing device for tickets.

8. Failures to pay fare, etc.

(1) Save as provided under subsections (2), (3), (4), (5) and (6), no person prior to leaving any bus or the railway shall fail to or refuse to pay any fare or other sum payable to the Corporation in accordance with this Bylaw.
(2) When a person is liable to pay a surcharge, payment shall be made immediately on demand by an official and payment shall be made to the official demanding the surcharge.
(3) When a person aged 16 years and over is unable in the opinion of an official to make immediate payment of a surcharge, the demand of the surcharge by the Corporation shall be made by way of service of a notice in writing and the person upon whom the notice is served shall sign the notice and shall make payment of the surcharge not later than 14 days from the date of service of the notice.
(4) When a person under the age of 16 years is unable in the opinion of an official to make immediate payment of the surcharge, the demand of the surcharge by the Corporation shall be made by way of service of a notice in writing upon his parent, legal guardian or next of kin and the person who receives the notice shall make payment of the surcharge not later than 14 days from the date of service of the notice.
(5) The decision as to whether a person is unable to make immediate payment of a surcharge shall be in the absolute discretion of an official dealing with tickets or passengers and shall be final and binding for all purposes without liability of whatever nature for any loss and damage whatsoever and howsoever arising from any such decision.
(6) The Corporation shall be entitled at its own discretion to deduct the surcharge wholly or in part from any smart card held by any passenger liable in respect thereof.

9. Travel without a ticket or with expired or inappropriate ticket

(1) If a person (other than a person who is under age of 3 years) travels or attempts to travel on any bus or vehicle of the North-west Railway-
(a) without a ticket;
(b) with a ticket which has been altered without the authority of the Corporation or any of its officials or which has been damaged;
(c) with an invalid ticket; or
(d) with a personalized ticket which has been issued to another person,
he shall be regarded as not having paid his fare and shall be liable to pay a surcharge to the Corporation.
(2) For the purposes of subsection (1) -
(a) a ticket shall expire and becomes invalid in the event that a passenger fails to complete the journey to which the ticket relates within 2 hours of being issued with a ticket;
(b) the period of validity and special conditions governing a season ticket or a stored value ticket shall be those printed upon the ticket or, if no period of validity or special conditions are printed upon the ticket such period of validity and special conditions as are set out in the publications, notices, lists or tables issued by or on behalf of the Corporation from time to time;
(c) a person who is on any bus or vehicle of the North-west Railway and who subsequently leaves or attempts to leave the bus or vehicle of the North-west Railway or the railway premises shall, in the absence of proof to the contrary, be presumed to have travelled upon the railway;
(d) all tickets issued by or on behalf of the Corporation shall be delivered up at the request of an official if they have become invalid whether or not any stored value remains in such ticket.

10. Passengers to examine tickets and change

(1) All persons shall examine their tickets and any change tendered before leaving any ticket office.
(2) Neither the Corporation nor any official shall be liable for any error or omission not drawn to their attention at the time of issue of a ticket.
(3) A person boarding any bus shall insert not less than the appropriate fare into a farebox in payment of the fare or shall produce for inspection a valid ticket or authority for travel.
(4) A person using an automatic vending machine shall insert not less than the appropriate fare in legal tender including a valid stored value ticket for the purchase of a ticket.
(5) No person shall be entitled to any refund of any amount inserted into an automatic vending machine or a farebox which is -
(a) in excess of the appropriate fare; or
(b) in excess of the balance required to make up the appropriate fare where the value remaining in a stored value ticket is inadequate.
(6) The amount (including a nil amount) from time to time printed on or encoded on a ticket shall be conclusive evidence of the amount paid in respect of such ticket and in the case of a stored value ticket the value (if any) remaining in such ticket.
(7) Any person who is requested to do so by any official shall immediately produce to that official acceptable proof of his entitlement to any concessionary or other special type of ticket or fare.

11. Exchanges and refunds

(1) A fare may be refunded or a ticket may be refunded or exchanged at the absolute discretion of the Corporation. Any such exchange or refund may be subject to the deduction of an administration charge determined and published by the Corporation from time to time.
(2) The form of any refund shall be at the absolute discretion of the Corporation.
(3) The Corporation shall not be obliged to issue a ticket in replacement of a lost or mislaid or unused ticket nor will it be obliged to make a refund in respect of the value of any such ticket or the amount of a fare or a surcharge levied as a consequence of failure to produce a ticket when required.

12. Children travelling on buses and the railway

(1) Except when otherwise specified in notices, lists, tables or other publications issued by or on behalf of the Corporation, up to two children under 3 years of age may accompany each adult passenger on any bus or on the railway free of charge provided that such child or children do not occupy a seat or seats that are required for other passengers.
(2) Each adult passenger accompanied by more than two children under 3 years of age shall pay the child fare as provided for in section 3 for any children exceeding two in number.
(3) Any child over 3 years of age but under 12 years of age when travelling on any bus or on the railway shall pay the child fare as provided for in section 3.
(4) In the absence of proof as to the age of any child referred to in this Bylaw the decision as to age shall be in the absolute discretion of the officials dealing with tickets or passengers and shall be final and binding for all purposes without liability of whatever nature for any loss or damage whatsoever and howsoever arising from any such decision.

13. Refusal of access

The Corporation or any official may refuse to admit any person onto any bus or vehicle of the North-west Railway or to any part of the railway premises at any time whom it or he believes is likely to act in a riotous, disorderly or offensive manner or whom it or he reasonably suspects of committing or attempting to commit any offence contrary to any of this Bylaw.

PART 3　TRESPASS AND DAMAGE TO BUSES AND THE RAILWAY

14. Trespass and removal of trespassers

(1) No person shall enter into or upon any part of the railway premises other than those parts clearly defined by means of notices, indicators and other directions for the use of persons using the railway, nor shall any person enter or leave such parts other than by use of the designated entrances or exits.
(2) Any person who, without lawful excuse or the authority of the Corporation or its officials is on any bus or vehicle of the North-west Railway or on any part of the railway premises or who otherwise being in breach of this Bylaw refuses to leave the same on being requested so to do by any official may be immediately removed therefrom without prejudice to any penalty or surcharge which may be imposed in accordance with this Bylaw.

15. Offensive matter, materials, etc.

(1) No person shall cause, permit or suffer -
(a) any sewage, drainage or any other offensive matters to flow onto or otherwise come onto or be upon any part of the railway;
(b) any waste product, waste material or food or refuse of any kind to be deposited on or otherwise come onto any bus or vehicle of the North-west Railway or any part of the railway;
(c) any kite, balloon, model or other thing to fly or otherwise pass over any part of the airspace above any part of the railway;
(d) any kind of construction materials, construction plant or equipment to be deposited on or otherwise come upon and remain upon or pass across the railway premises except with the written authority of the Corporation.
(2) No person shall cause permit or suffer any missile, article or other object whatsoever to be propelled at or thrown at or wilfully dropped upon any bus or vehicle of the North-west Railway or other part of the railway.

PART 4　CONDUCT OF PERSONS ON BUSES AND THE RAILWAY

16. Unlawful use of equipment on buses and the railway

No person except an official shall -
(a) actuate any emergency or safety device on any bus or vehicle of the North-west Railway or upon the railway except for the express purpose for which the same is provided and in accordance with the instructions printed thereon or on a notice displayed near thereto;
(b) enter or leave (or attempt to enter or leave) any bus or vehicle of the North-west Railway whilst it is in motion or (except in case of accident or other emergency) between stops or otherwise than at the side of the bus or vehicle of the North-west Railway adjacent to the stop or the platform appointed for passengers to enter or leave the bus or vehicle of the North-west Railway;
(c) enter or leave (or attempt to enter or leave) any bus or vehicle of the North-west Railway after the doors have commenced to close;
(d) where notices are exhibited on a bus or a vehicle of the North-west Railway indicating that a door shall be used for entrance thereto and another door for exit therefrom (except in case of accident or other emergency) enter or attempt to enter by the door indicated for exit or leave or attempt to leave by the door indicated for entry;
(e) operate, move, work or tamper with any mechanical or electrical appliance or any plant or equipment whatsoever which belongs to the Corporation or is constructed for the purposes of or in connection with the railway.

17. Indemnities for damage caused to persons and property

A person who by reason of bringing any animal, article or object on to any bus or vehicle of the North-west Railway or any part of the railway causes any injury, loss or damage whatsoever to the Corporation or its officials or any other person or causes any loss or damage whatsoever to the property of the Corporation, its officials or any other person shall indemnify the Corporation against all or any claims, demands, costs and expenses whatsoever arising therefrom in respect of any such injury, loss or damage howsoever caused:
Provided that this section shall not apply in circumstances where the damage or loss to the property or persons referred to herein arises entirely from the neglect or default of an official.

18. Compliance with notices

(1) Every person while on a bus or vehicle of the North-west Railway or on any part of the railway premises shall comply with all notices, indicators and all reasonable directions and requests of officials.
(2) No person shall stand on the upper deck or any staircase of a bus.
(3) Without prejudice to the generality of subsection (1) if any official determines that a bus or vehicle of the North-west Railway is full, no person shall enter or remain therein having just entered if directed by such official not to do so.

19. Feet not to be placed on seats

No person shall place his feet on any seat in any bus or on any vehicle of the North-west Railway or on any other part of the railway premises.

20. Smoking prohibited

No person shall smoke or carry a lighted pipe, cigar or cigarette in any bus or vehicle of the North-west Railway, or any other part of the railway premises where smoking is prohibited by notice.

21. Spitting and litter prohibited

No person shall -
(a) spit in or on any bus or on any vehicle of the North-west Railway or any part of the railway premises; or
(b) deposit or throw any litter on any bus or vehicle of the North-west Railway or on any part of the railway premises except into receptacles provided for that purpose.

22. Nuisance

(1) No person shall at any time while upon the railway premises -
(a) use any threatening, abusive, obscene or offensive language or behave in a riotous, disorderly, indecent or offensive manner;
(b) paint, write, draw or affix any word, representation or character upon or wilfully soil or defile the railway premises or break, cut, scratch, tear, deface or otherwise damage any part of the railway premises including any bus or vehicle of the North-west Railway or any of the fittings, furniture, decorations, or equipment thereof or any publication, notice, list, time-table, advertisement, number plate, number, figure or letter therein or thereupon or remove therefrom or detach any such article or object;
(c) damage any property upon the railway premises;
(d) molest of wilfully interfere with the comfort or convenience of any person; or
(e) obstruct, impede or distract an official from performing his duties.
(2) Notwithstanding the provisions of section 40, any person who contravenes subsection (1) shall be liable to the Corporation for the amount of the damage done to any property of the Corporation or of any other person.

23. Passengers in unfit or improper condition

No person in a state of intoxication or who is in an unfit or improper condition shall enter or remain upon any part of the railway premises.

24. Singing, dancing and musical instruments prohibited

No person unless authorized in writing by the Corporation or any of its officials while upon any bus or vehicle of the North-west Railway or any part of the railway premises shall sing, dance or perform on any musical or other instrument or use a radio, cassette recorder, compact disc player or similar device, television or any other such electrical or mechanical device which is likely to cause annoyance, inconvenience or disturbance to any other person

25. Prohibited items

No person shall -
(a) bring onto any bus or vehicle of the North-west Railway or any part of the railway premises any luggage, article, object or any other thing which by reason of its nature, in the opinion of an official, cannot be carried or otherwise accommodated on any bus or vehicle of the North-west Railway or any part of the railway premises without the likelihood of causing damage to the property of the Corporation or without the likelihood of causing a nuisance or inconvenience to other persons using any bus or the railway;
(b) except as authorized by the Corporation consume any food or beverage (whether alcoholic or non-alcoholic) on any bus or vehicle of North-west Railway or any part of the railway premises;
(c) unless the Corporation in its sole discretion allows or permits, bring any animal or other livestock into or upon any part of the railway premises (provided that this restriction shall not apply to a guide dog accompanying a blind person); or
(d) place or throw any lighted cigarette end, match, tobacco, liquid, substance or any other thing upon the railway premises in a manner which constitutes or is likely to constitute a fire hazard.

PART 5　HAWKERS, LOITERERS AND BILL POSTING

26. Unauthorized bill posting, advertising and touting

No person on any bus or on any vehicle of the North-west Railway or any part of the railway premises shall, except with the written authority of the Corporation -
(a) post, stick, paint or write or cause to be posted, stuck, painted or written any bill, placard, advertisement or any other matter;
(b) display or exhibit or cause to be displayed or exhibited any printed, written or pictorial matter or any article for the purpose of advertisement or publicity, or distribute any book, leaflet or other printed matter or any sample or other article; or
(c) tout, ply for, or solicit alms, reward or custom or employment of any description.

27. Hawking prohibited

No person, unless authorized in writing by the Corporation, shall sell or expose or offer for sale any goods, wares or services in or on any bus or vehicle of the North-west Railway or any part of the railway premises and sections 86, 86A, 86C, and 86D of the Public Health and Municipal Services Ordinance (Cap. 132) shall apply to an offence under this section as if such offence were a hawker offence within the meaning of section 86 of that Ordinance.

28. Loitering prohibited

No person other than passengers or other persons having the authority of the Corporation and on lawful business in or in connection with the railway shall loiter in or about any part of the railway premises.

PART 6　VEHICLES ON THE RAILWAY PREMISES

29. Vehicles not to be left on railway premises

Except with the written authority of the Corporation, no person shall park or leave or cause any vehicle to be parked or left on any part of the railway premises.

30. Dealing with vehicles left on railway premises

(1) The Corporation may in such manner as it thinks fit remove and detain any vehicle in respect of which a contravention of section 29 is committed and may charge the owner or driver thereof all costs and expenses occasioned by and incidental to such removal and detention without prejudice to any penalty incurred by contravention of that section.
(2) If a vehicle detained under subsection (1) is not claimed and removed and all costs and expenses are not paid within 3 days after its detention, the Corporation shall where practicable except in the case of emergency serve on the registered owner of the vehicle (as defined in the Road Traffic Ordinance (Cap. 374) a notice informing him -
(a) of the detention of the vehicle and the place of detention; and
(b) that, unless the vehicle is removed from the place of detention on payment of any costs and charges within 14 days after the service of the notice on him, the vehicle shall become the property of the Corporation free from the rights of any person and may be disposed of by the Corporation by sale or otherwise.
(3) If a vehicle is not removed in accordance with the notice served under subsection (2) or, if the service of such notice is impracticable, within 14 days of the date of its first detention, the vehicle shall become the property of the Corporation free from the rights of any person and may be disposed of by the Corporation by sale or otherwise as it thinks fit.
(4) If, within 6 months after the day on which a vehicle is sold pursuant to subsection (3), any person satisfies the Corporation that at the time the vehicle became the property of the Corporation by virtue of that subsection, he was the owner of the vehicle, the Corporation shall pay to such person the balance of the proceeds of sale after deducting any costs and charges of removal and detention and any reasonable charges incurred by the Corporation in respect of the sale of the vehicle.
(5) A notice under subsection (2) may be served personally or by post.
(6) For the purpose of this section "vehicle" (車輛) includes the equipment carried by or on a vehicle.

31. Drivers to comply with traffic signs

Vehicle drivers while in or upon any part of the railway premises shall obey all traffic signs and signals and the reasonable instructions and directions of officials.

32. Dangerous driving

No person shall drive or operate any vehicle through, into or upon any part of the railway premises in excess of the speed indicated by a notice, indicator, sign or signal or by an official or in a manner likely to involve danger to others.

33. Vehicles prohibited on certain parts of railway premises

No person shall drive or operate any vehicle upon or along any part of the railway premises set apart for the exclusive use of pedestrians.

PART 7　DANGEROUS GOODS

34. Dangerous goods

No person not being an official duly authorized in that behalf shall bring onto any bus or any vehicle of the North west Railway or any part of the railway premises any substance or other thing which is subject to the provisions of the Dangerous Goods Ordinance (Cap. 295).

PART 8　LOST PROPERTY

35. Lost property

Every person who finds any article or object in or upon any bus or vehicle of the North-west Railway or any part of the railway premises shall hand over the same to an official as soon as is practicable and no person other than an official shall remove from any bus or vehicle of the North-west Railway or any part of the railway premises any property lost or left behind therein, save for the purpose of handing over the same as soon as is practicable to an official and all articles or objects so found shall as between the finder and the Corporation be deemed to be in the possession of the Corporation.

36. Disposal of lost property

(1) All articles or objects found and which come into the possession of the Corporation shall be dealt with as follows -
(a) perishable, noxious or otherwise offensive goods or articles may be disposed of by the Corporation by sale of otherwise as in its absolute discretion it sees fit as soon as practicable after the same comes into its possession;
(b) all other articles or objects shall be retained by the Corporation for a period of 1 month after they have come into its possession and, if at the end of that period they remain unclaimed, they shall be deemed to become the absolute property of the Corporation free from any other rights and encumbrances, and the Corporation may dispose of them by sale or otherwise and at such price (if any) as the Corporation in its absolute discretion thinks fits.
(2) If within a period of 6 months from the date of any sale by the Corporation of any article or object the former owner thereof (which expression includes the person formerly entitled to the beneficial interest therein) establishes to the satisfaction of the Corporation prior lawful ownership of the article or object the former owner shall be paid the proceeds of sale less all expenses incurred by the Corporation in respect of and incidental to such sale provided that the former owner shall provide the Corporation with an indemnity in such form as may be required by the Corporation as a pre-condition to payment by the Corporation of any such sale proceeds.
(3) The Corporation shall not be liable to any person for any loss or damage whatsoever and howsoever arising from the loss of any article or object or the retention, sale or other disposal thereof or the restoration under subsection (2) of any article or object to a person other than the former lawful owner thereof.

PART 9　LIMITATION OF LIABILITIES

37. Payment of sums sufficient to indemnity Corporation

Any passenger or person or the owner of any animal, vehicle, luggage, goods, articles or things howsoever mentioned or referred to in this Bylaw shall pay to the Corporation the amount of all or any sum or sums required to indemnify the Corporation or any official from and against all or any claim made by or on behalf of any passenger or owner or other person including personal representatives of the same arising out of the carriage or custody by the Corporation or any official of any animal, vehicle, luggage, goods, articles or things and any cost, loss damage or expense incurred in connection herewith and the Corporation shall hold any such sums paid in respect of any such claims against any cost, damage, loss or expense of any official in trust for the official concerned.

38. Limitations and exemptions

The Corporation in making this Bylaw do so for themselves and for and on behalf of each and every official and the payment of a fare or the acceptance of a ticket by any passenger or person shall be conclusive evidence of his or their agreement that each and every limitation and exemption afforded to the Corporation by this Bylaw or all or any of them shall extend to each such official.

PART 10　ENFORCEMENT AND PENALTIES

39. Removal of persons from railway

(1) Any person who is reasonably suspected by an official of committing or attempting to commit any breach of this Bylaw, while in or upon any part of the railway premises shall, when required to do so by such official -
(a) give to that official true and correct particulars of his name and address and of his telephone number, if any, and produce proof to that effect for inspection; and
(b) produce to that official proof of his identity for inspection.
(2) An official acting in execution of the powers conferred under subsection (1) shall produce the authorization issued by the Corporation prior to executing those powers.
(3) No person shall wilfully provide false information when required to provide information under subsection (1).
(4) An official shall have the power to remove (if necessary by the use of reasonable force) from the railway premises any person whom he reasonably suspects of having committed or attempting to commit any breach of this Bylaw, without prejudice to any penalty or surcharge which may be imposed in accordance with this Bylaw and in the case where such breach is an offence as here in provided he shall have power to detain such person until he can be delivered into the custody of a police officer to be dealt with according to law.

40. Penalties

A person who contravenes a section set out in the first column of the Schedule commits an offence and is liable to the penalty set out in the third column of that Schedule opposite the reference to that section.

41. Preservation of other causes of action

(1) Unless the context otherwise requires nothing in this Bylaw and no prosecution or step or action hereunder shall bar any further or other claim for damages or other remedy or relief which the Corporation or its agents or other persons may be entitled to prosecute or bring.
(2) Any sum levied by or payable to the Corporation or its agents (including, without limitation, any fare, or surcharge) whether by way of penalty, debt, damages, costs, loss, expense or otherwise shall be due to the Corporation or its lawful agents as a debt due on demand and shall be enforceable as a civil debt.

SCHEDULE

PENALTIES　[S.40]

Section	Summary of offence	Penalty
5	Entry and travel without payment of fare	$5,000 fine
6	Failure to produce tickets or pay surcharge	$5,000 fine
7	Damaging and using damaged tickets	$5,000 fine
8	Failure to pay fare, etc.	$5,000 fine
9(1)	Travel without a ticket or with expired or inappropriate ticket	$5,000 fine
12(3)	Failure to pay child fare	$2,000 fine
14	Trespass	$5,000 fine
15	Depositing offensive matter, materials, etc.	$5,000 fine and 6 months imprisonment
16(a)	Improper use of emergency or safety device	$5,000 fine and 6 months imprisonment
16(b), (c) and (d)	Improperly entering or leaving any bus or vehicle of the North-west Railway	$2,000 fine
16(e)	Tampering with equipment belonging to Corporation, etc.	$5,000 fine and 6 months imprisonment
18	Failure to comply with notices	$1,000 fine
19	Feet placed on seats	$1,000 fine
20	Smoking	$5,000 fine
21	Spitting and litter	$5,000 fine
22	Nuisance	$5,000 fine
23	Passengers in unfit or improper condition entering railway premises, etc.	$5,000 fine
24	Singing, dancing and musical instruments	$2,000 fine
25(a), (b) and (c)	Bringing prohibited items, consumption of food or beverages, etc.	$3,000 fine
25(d)	Causing fire hazard	$5,000 fine and 6 months imprisonment
26	Unauthorized bill posting, advertising and touting	$5,000 fine
27	Hawking	$5,000 fine and 6 months imprisonment
28	Loitering	$2,000 fine
29	Vehicles left on railway premises	$5,000 fine
31	Failure of drivers to comply with traffic signs	$5,000 fine and 3 months imprisonment
32	Dangerous driving	$5,000 fine and 6 months imprisonment
33	Vehicles on certain parts of railway premises	$5,000 fine
34	Dangerous goods	$5,000 fine and 6 months imprisonment
35	Failure to hand over lost property found	$2,000 fine
39(1)	Failure to give particulars of name, address or telephone number or to produce proof thereof or of identity	$1,000 fine
39(3)	Wilfully providing false information	$3,000 fine and 3 months imprisonment

MTR Corporation Limited
香港鐵路有限公司

KSSS/BYL/008(R1)