

立法會參考資料摘要

《公共巴士服務條例》
(第 230 章)

城巴有限公司(香港島及過海巴士網絡專營權)及 新大嶼山巴士(1973)有限公司巴士網絡的新專營權事宜

引言

二零一五年九月二十二日的行政會議上，行政會議**建議**，行政長官**指令**，根據《公共巴士服務條例》(下稱「《條例》」)第 5 條：

- (a) 按載於附件 A的條件批予為期十年的新專營權，授權城巴有限公司(香港島及過海巴士網絡專營權)(下稱「城巴(專營權一)」)經營其巴士路線網絡。新專營權的有效期為二零一六年六月一日凌晨四時至二零二六年六月一日凌晨四時；及
- (b) 按載於附件 B的條件批予為期十年的新專營權，授權新大嶼山巴士(1973)有限公司(下稱「嶼巴」)經營其巴士路線網絡。新專營權的有效期為二零一七年三月一日凌晨四時至二零二七年三月一日凌晨四時。

理據

巴士專營權

2. 根據《條例》第 5 條，行政長官會同行政會議可向公司批予專營權，以經營公共巴士服務。《條例》第 6 條訂明，專營權可獲批予不超逾十年的期間。《條例》第 12 條規定，獲批巴士專營權的專營公

司在專營期內的任何時間，均須維持達致運輸署署長(下稱「署長」)滿意程度的適當而有效率的公共巴士服務。

3. 城巴(專營權一)及嶼巴的現有專營權將分別於二零一六年六月一日及二零一七年三月一日屆滿。兩間專營公司已分別申請為期十年的新專營權。根據既定做法，專營公司如證明有能力提供適當而有效率的服務，並願意進一步投資於專營巴士的營運，將獲批予為期十年的新專營權。為期十年的專營權能提供確定性，有助巴士服務的長遠規劃和發展，當中包括營運虧本但切合市民需要的路線。專營公司在融資時亦可爭取較佳條件，以減輕其營運成本。為期十年的專營權也讓專營公司有空間承受經營環境短期波動所帶來的業務風險。此外，巴士營運是勞動力密集的服務行業，為期十年的專營權有助專營公司為其員工建立更穩定的工作環境，為乘客提供適當而有效率的服務。

4. 為評估城巴(專營權一)及嶼巴有否提供適當而有效率的公共巴士服務，運輸署一向透過乘客滿意程度調查、實地調查、車輛檢驗，及審閱巴士公司定期提交的資料和公眾的意見，定期檢視服務表現。基於下文第 5 至 6 段所載述的評估，我們認為城巴(專營權一)及嶼巴一直提供適當而有效率的公共巴士服務。我們留意到兩間專營公司能在自二零零八年以來不曾加價的情況下達致上述表現。此外，兩間公司自其現行專營權分別在二零零六年和二零零七年開始以來，已按乘客回饋安排¹提供合共約 1 億 7,900 萬元的票價優惠。就投資於專營巴士營運的意願方面，我們留意到城巴(專營權一)及嶼巴將添置新設施以加強向乘客提供的巴士服務資訊、提供更多票價優惠、加強安全和乘客服務、推行有助改善路邊空氣質素的措施，以及接受新專營權內旨在更妥善規管公司營運的條件，詳情載於下文第 8 至 16 段。同時，兩間專營公司均已進入更換車輛的高峯期。就此，城巴(專營權一)及嶼巴已承諾會在二零一五年至二零一九年期間投入相當的資金，分別更換旗下車隊約 28%和 71%的巴士。基於以上所述，行政長官會同行政會議已決定向兩間專營公司批予為期十年的新專營權，新專營權在現有專營權屆滿後隨即開展。城巴(專營權一)及嶼巴均已表明，會接納分別載於附件 A 及 B的新專營權。

¹ 此項安排乃專營巴士票價調整安排的一部分，由政府及專營巴士公司雙方同意，並經行政長官會同行政會議認可。在此安排下，巴士公司在某個財政年度內超出按固定資產平均淨值計算回報率 9.7%的回報，將會由巴士公司與乘客兩者平分。

評估申請

(A) 服務表現

城巴(專營權一)

5. 城巴(專營權一)主要營辦香港島及過海巴士路線。截至二零一五年五月底，城巴(專營權一)有 756 輛巴士行走 82 條巴士路線，每日載客量約為 528,000 人次。該公司在其現有專營權於二零零六年七月一日生效以來，一直維持令人滿意的服務。在二零零六年七月至二零一五年五月期間，該公司每年平均脫班班次佔編定班次總數的比率約為 2.1%，較同期同業整體的 3.3% 為低。按每百萬乘客人次計算，交通投訴組每年平均接獲約 2.37 宗有關該公司的投訴，較同期同業整體的 3.29 宗為低。在安全方面，按每百萬行車公里計算，該公司每年平均有 5.17 架次巴士涉及意外，較同期行業整體的 4.12 架次為高。這應是由於城巴(專營權一)的大部分路線行經市區較為擠塞的路段，與其他交通工具的互動較為頻繁，因而較容易涉及意外。雖然如此，城巴(專營權一)的意外大部分均屬輕微，涉及如乘客在巴士車廂內或樓梯上失去平衡而受傷等情況，而非與其他車輛碰撞。自二零零六年，城巴(專營權一)落實了 186 個服務改善² 和 360 個服務重整³ 項目。整體而言，城巴(專營權一)的營運和網絡效率均有所改善，巴士數目由二零零六年七月的 739 輛增至二零一五年五月的 756 輛(增幅為 2.3%)，以配合同期載客量由 509,000 人次上升至 528,000 人次的(增幅為 3.7%)。在環保方面，該公司的車隊自二零一一年起全面符合歐盟廢氣排放標準，而購置的新巴士均符合現行嚴格的法定廢氣排放標準(現時訂為歐盟五型)。在二零一四年年底，城巴(專營權一)展開了一項試驗計劃，涉及兩輛由政府全數資助購置的混合動力巴士。另一項涉及六輛電動巴士的試驗計劃預期將於二零一五年年底前展開。兩項試驗計劃均為期兩年。

嶼巴

6. 嶼巴的主要營運範圍為大嶼山及深圳灣口岸。截至二零一五年五月底，嶼巴有 113 輛巴士行走 23 條巴士路線。嶼巴在其現有專營權於二零零七年四月一日生效以來，一直維持令人滿意的服務。在二零

² 服務改善措施主要包括開設新路線、增加班次、延長服務時間和延長路線。

³ 服務重整措施主要包括取消路線、減少班次、縮短路線和重訂路線。

零七年四月至二零一五年五月期間，該公司每年平均脫班率約為 0.1%。按每百萬乘客人次計算，交通投訴組每年平均接獲約 2.22 宗有關該公司的投訴。上述兩項數字分別較同期同業整體的 3.5%及 3.36 宗為低。在安全方面，按每百萬行車公里計算，該公司每年平均有 1.75 架次巴士涉及意外，遠低於同期行業整體的 4.15 架次。自二零零七年起，嶼巴落實了 59 個服務改善和 6 個服務重整項目。嶼巴的每日載客量由二零零七年四月約 39,800 人次增至二零一五年五月約 68,700 人次，增幅約為 72.6%。嶼巴旗下巴士的總數由二零零七年四月的 83 輛增至二零一五年五月的 113 輛(增幅為 36%)，以應付北大嶼山人口增長所帶來的乘客需求，以及開辦新路線服務深圳灣口岸。在環保方面，該公司的車隊自現有專營權生效以來已全面符合歐盟廢氣排放標準，而購置的新巴士均符合現行嚴格的法定廢氣排放標準(現時訂為歐盟五型)。嶼巴將於二零一六年展開為期兩年的試驗計劃，涉及四輛由政府全數資助購置的電動巴士。

市民對巴士服務的意見

7. 為收集乘客對城巴(專營權一)及嶼巴服務的整體意見，運輸署於二零一三年十一及十二月委託公司進行獨立的意見調查。調查結果顯示有 88%的受訪者滿意兩間專營公司的整體服務質素。調查結果的摘要載於附件 C。就乘客對環保表現及服務穩定性的滿意程度相對較低，新專營權會規定專營公司盡量購買以廢氣排放而言最為環保的巴士，及調派低排放巴士(即符合歐盟四期或以上廢氣排放標準的巴士)行走環境保護署劃設的低排放區。此外，由於兩間專營公司已進入更換車輛的高峰期，隨著較潔淨的新車替換較污染的舊車，兩間公司車隊的整體環保表現將會繼續改善。在服務穩定性方面，兩間專營公司已持續努力以作出改善，正如上文第 5 段及第 6 段所述，城巴(專營權一)及嶼巴自其現有專營權開展至二零一五年五月期間的平均脫班率(分別為 2.1%和 0.1%)均低於同期同業平均數。在二零一五年一月至七月期間，城巴(專營權一)的平均脫班率為 1.8%，與同業的平均數大致相若，嶼巴同期的脫班率則維持在與過往相同的低水平。

(B) 新專營權的條件及承諾

承襲最新近批出的專營權的條件及承諾

8. 按一貫做法，政府會要求專營公司在接受批予該公司的新專營權時，須受最新近批出的專營權內相同的專營權條件及承諾所約束。一般而言，通用及不容易過時的規定會以專營權條件形式訂明，而較

具體的項目或須於指定時間內達到指定目標的措施則會以承諾形式訂明。政府已取得城巴(專營權一)及嶼巴的同意，全面採納最新近批出的專營權(即二零一二年向新世界第一巴士服務有限公司(下稱「新巴」)、龍運巴士有限公司及城巴有限公司(機場及北大嶼山巴士網絡專營權)(下稱「城巴(專營權二)」)批出的專營權)下的新專營權條件及涉及服務設施承諾。這些條件及承諾主要關於提升服務質素、提供乘客資訊、改善環境及加強政府的規管，詳情見附件 D。

新專營權的條件及承諾

9. 此外，在批出專營權時，政府會因時制宜及因應個別專營公司的營運情況和乘客需要，加入合適的新專營權條件和承諾。就此，城巴(專營權一)及嶼巴均已表明，同意在新專營權下就下列範疇加入新條件及作出承諾：

- (a) 提供實時巴士到站資訊；
- (b) 提供票價優惠；及
- (c) 加強巴士服務的規管。

詳情載於下文第 10 至 15 段。

(a) 提供實時巴士到站資訊

10. 近年越來越多公眾意見認為專營巴士公司應在巴士站、互聯網及流動裝置提供實時巴士到站資訊。兩間專營公司已承諾在新專營權展開後兩年內，分階段引入實時巴士資訊系統⁴。屆時，乘客可透過流動平台(包括智能電話應用程式)查閱兩間專營公司營辦的所有 105 條巴士路線及其特別班次路線(涉及約 920 輛巴士)由總站開出的時間和抵達各中途站的預計時間。兩間專營公司亦同意分階段在已設有上蓋及供電設施的主要巴士站安裝約 100 個電子顯示屏，顯示巴士預計抵站時間。這些巴士站佔城巴(專營權一)全部有上蓋及供電設施的巴士站約 35%，以及嶼巴在東涌和元朗的兩個巴士總站。城巴(專營權一)的顯示屏安裝工程預計可於二零二零年完成，嶼巴的工程則預計可於二零一七年年中完成。預計每日約有 20 萬名乘客能夠使用這些顯示屏。我們的最終目標是在顧及財務可行性及個別地點的獨特限制下，逐步在所有已設有上蓋及供電設施的巴士站安裝電子顯示屏。

⁴ 實時巴士資訊系統在城巴(專營權一)巴士路線全面運作後，該系統將會擴展至隸屬同一集團的新巴和城巴(專營權二)的巴士路線。

(b) 提供票價優惠

11. 多年來，城巴(專營權一)及嶼巴一直提供各種票價優惠，務求更能切合乘客的需要。現時，兩間專營公司共提供 186 項票價優惠計劃，涵蓋超過九成的路線，每日約有 13 萬名乘客受惠。該 186 項票價優惠計劃包括－

- (a) 99 項巴士轉乘優惠計劃；
- (b) 在合共 105 條路線中，有 84 條路線有分段收費；
- (c) 2 項巴士及鐵路轉乘優惠計劃；及
- (d) 1 項日票優惠計劃。

12. 我們與兩間專營公司商議新的票價優惠措施時，特別着重那些可切合個別地區需要和回應區內乘客長期訴求的優惠。我們亦顧及新優惠對專營公司的財務可行性以及票價的整體影響。

13. 城巴(專營權一)承諾增加 31 項票價優惠計劃(詳情見附件 E)，涉及 42 條屬城巴(專營權一)及 17 條屬新巴和城巴(專營權二)的巴士路線(詳情見附件 F)。新票價優惠主要回應乘客對加強東區及南區部分路線轉乘其他港島路線、新界區的過海巴士路線轉乘港島和九龍西巴士路線，以及港島路線轉乘機場巴士路線等長期訴求。受惠的乘客每程可節省 1 元 2 角至 8 元 8 角不等。

14. 就一些乘客對部分南大嶼山路線假日票價較高的關注，嶼巴同意為經常乘搭南大嶼山十條主要巴士路線(詳情見附件 F)的乘客提供票價優惠。如乘客在同一月份內乘搭同一路線 30 程可獲一張免費車票；乘搭 40 程則可獲兩張免費車票。車票可於平日或假日使用。預計超過九成經常使用南大嶼山十條主要巴士路線的乘客可以受惠。

(c) 加強對巴士服務的規管

15. 新專營權就進一步就加強對巴士服務的規管加入了新條件。現行專營權規定專營公司應就較大型的採購項目進行招標。如未有進行招標，專營公司在簽訂合約前須得到董事局同意。為了進一步提升進行較大型的採購工作時的透明度，新專營權規定專營公司須就較大型的採購項目進行公開招標。如公開招標並不切實可行，則須事先得到董事局批准。此外，為鼓勵專營公司更迅速回應乘客的投訴及建議，新專營權加入了新條件，規定專營公司就作出回覆擬訂服務承諾，並

適時公布落實此等服務承諾的表現。

16. 新專營權的主要條件(包括為使之與最新近批出的專營權一致而引入的條件)摘錄於附件 G，以供參閱。

(C) 專營期

17. 在專營期方面，《條例》第 6(1)條訂明，專營權可獲批予不超過十年的期間。新專營權的年期為十年，詳情如下 –

<u>專營公司</u>	<u>新專營權的年期</u>
城巴(專營權一)	二零一六年六月一日凌晨四時 ⁵ 至 二零二六年六月一日凌晨四時
嶼巴	二零一七年三月一日凌晨四時至 二零二七年三月一日凌晨四時

(D) 其他事宜 – 利潤管制計劃

18. 根據《條例》第 5(3)(b)條，除非被立法會藉決議排除，否則專營權須受《條例》第 V 部規定的利潤管制計劃所規限。在利潤管制計劃下，巴士票價水平的訂定乃是讓巴士公司可收回成本並賺取某個利潤水平，但不可超逾准許收益的上限。如巴士公司任何一年的盈利超逾准許收益，便須把超出的盈利撥入發展基金；如盈利低於准許收益，便可從發展基金提取款項，彌補利潤的不足。有鑑於前立法局及社會上強烈批評利潤管制計劃變相鼓勵專營巴士公司過度擴張及提高其資產價值，致巴士公司不論表現優劣仍可獲保障利潤水平，亦欠缺鼓勵巴士公司改善成本效益和管制開支的誘因，因此當時的總督會同行政局於一九九二年六月決定，利潤管制計劃將不適用於此後批出的巴士專營權。此後，根據一貫做法，我們會在所有公共巴士服務新專營權開始生效前，按照《條例》第 5(3)(b)條的規定，要求立法會藉決議使利潤管制計劃不適用於新專營權。

⁵ 現時的專營期會在屆滿當天的凌晨四時完結，以確保如專營期屆滿後改由另一營辦商提供巴士服務，該專營權有效期最後一天至翌日清晨期間巴士服務仍會繼續。新專營權會在現有專營權屆滿後隨即生效。

批出新專營權的影響

19. 新專營權對經濟、環境和可持續發展的影響載於附件 H。新專營權符合《基本法》，包括有關人權的條文，並對公務員、家庭、財政、性別或生產力均無影響。

公眾諮詢

公眾參與及立法會交通事務委員會

20. 我們在二零一四年六月至九月期間，就新專營權的要求邀請公眾及各區議會轄下的交通及運輸委員會委員提出意見。政府共收到 47 份意見書，涵蓋四個主要範疇，它們分別為服務質素、乘客資訊、票價優惠及對巴士服務的規管。現時獲專營公司同意的新專營權條件及承諾，應可回應主要的公眾訴求。

21. 同時，運輸署會循既有渠道，繼續與專營公司保持溝通，監察乘客需求，並按需要調整服務水平以作出配合。就此，為應付週末及公眾假期急增的乘客需求，嶼巴目前會在這些日子租用大約 50 輛非專營巴士，配合其約 100 輛專營巴士的常規車隊一起提供服務。嶼巴會繼續靈活調動車隊，並在有需要時考慮租用更多非專營巴士以滿足假日的乘客需求。

22. 此外，我們曾在二零一四年六月二十三日及二零一五年七月十七日諮詢立法會交通事務委員會。該委員會支持向兩間專營公司分別批予為期十年的新專營權。該委員會亦對所建議的新專營權條件及承諾表示歡迎，並對部分實施細節作出提問。

交通諮詢委員會的意見

23. 我們在二零一四年六月二十四日、二零一四年十二月三十日及二零一五年七月二十八日，就擬向兩間專營公司批予新專營權一事，諮詢交通諮詢委員會(下稱「交諮會」)。交諮會亦支持向城巴(專營權一)及嶼巴批予為期十年的新專營權。交諮會的意見詳載於交諮會主席致運輸及房屋局局長的函件(見附件 I)。

宣傳安排

24. 我們會在二零一五年九月二十二日發出新聞稿，並安排發言人回應傳媒查詢。新專營權文本會以一般公告形式刊憲，以供公眾查閱。

查詢

25. 若對本文內容有任何查詢，請與運輸署助理署長陳英傑先生(電話號碼：2829 5210) 聯絡。

運輸及房屋局

二零一五年九月二十二日

PUBLIC BUS SERVICES ORDINANCE (Chapter 230)

FRANCHISE

In exercise of the powers conferred by section 5 of the Public Bus Services Ordinance, the Chief Executive in Council hereby grants to Citybus Limited, a company registered under the Companies Ordinance, whose registered office is situated at No.8 Chong Fu Road, Chai Wan, Hong Kong, the right to operate a public bus service on the routes specified in the appropriate Schedule of Routes order from time to time in force in respect of the said company under section 5(1), and in any notices under sections 14 and 15, of the Public Bus Services Ordinance, subject to the conditions hereinafter contained namely:—

PART I

PRELIMINARY

1. (1) In this franchise, unless the context otherwise requires:— Interpretation

“Bus Service”

means the Grantee’s business of operating a public bus service under this franchise;

“Certification Body”

means a certification body accredited under the Hong Kong Certification Body Accreditation Scheme by the Hong Kong Accreditation Service, Innovation and Technology Commission;

“Clause”

means a clause of this franchise;

“Commencement Date”

means 04:00 Hours 1 June 2016;

“Facilities”

means each of the following and includes parts thereof:—

bus stop signs, bus stop sign posts, canopies, shelters, seats, queue railings, lighting at bus stops, terminal points and termini; information panels and equipment; customer service centres; bus regulators’ offices and kiosks; air-conditioned passenger waiting areas; television broadcasting and all other audio-visual

equipment; and such other facilities that are used by the Grantee for the purpose of or in connection with the Bus Service, and in the event of any dispute as to the meaning of any of the aforesaid, shall be determined by the Commissioner after consultation with the Grantee;

“Forward Planning Programme”

means a programme which is in force from time to time under section 12A of the Ordinance;

"Franchise Period"

means the period referred to in Clause 4;

“Grantee”

means Citybus Limited;

“Hong Kong”

means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Open tendering”

means a tendering exercise where all interested persons may participate;

“Ordinance”

means the Public Bus Services Ordinance (Cap. 230);

“Other Grantee”

means any other company which is a grantee of a public bus franchise under the Ordinance;

“Passenger Liaison Groups”

means the passenger liaison groups established pursuant to Clause 15(1);

“Qualified Auditor”

means a person who is qualified for appointment as an auditor of a company under section 393 of the Companies Ordinance (Cap. 622);

“Related Party” or “Related Parties”

means a party or parties that is/are considered to be related for the purposes of the Hong Kong Accounting Standard (HKAS) No. 24 (Revised) “Related Party Disclosures” issued by the Hong Kong Institute of Certified Public Accountants in November 2014 as the same may be amended from time to time;

“Schedule of Service”

means a schedule of service issued by the Commissioner

from time to time in respect of each bus route of the Bus Service specifying, pursuant to the Ordinance, bus service arrangements including but not limited to the route, timetable, faretable, journey distance, journey time, carrying capacity and type of buses to be used.

- (2) Any expression or word not specifically herein defined shall have the meaning assigned to it by the Ordinance and, if not defined therein, by the Interpretation and General Clauses Ordinance (Cap. 1) and/or the Hong Kong Reunification Ordinance (Cap. 2601).
 - (3) For the avoidance of doubt, unless there is express provision to the contrary, the Grantee shall at no cost to Government comply with any direction and requirement given under this franchise by the Commissioner, the Financial Secretary or any other public officer.
 - (4) For the avoidance of doubt:—
 - (a) where this franchise confers upon any public officer power to do or enforce the doing of any act or thing, all such powers shall be also conferred as are reasonably necessary to enable the public officer to do or enforce the doing of the act or thing.
 - (b) without prejudice to the generality of paragraph (a) above, where this franchise confers power upon any public officer:—
 - (i) to grant approval, consent or exemption, such power shall include power to impose reasonable conditions subject to which such approval, consent or exemption may be granted;
 - (ii) to approve any person or thing, such power shall include power to withdraw approval thereof; and
 - (iii) to give directions, such power shall include power to couch the same in the form of prohibitions.
2. (1) This franchise is granted subject to the Grantee complying with the terms and conditions on its part to be performed in any franchise applicable to the Grantee under the Ordinance and in force in the period ending 04:00 Hours 1 June 2016 and with the provisions of the Ordinance.
- (2) The Ordinance shall apply to this franchise in full and for
- Franchise subject to performance of obligations, etc.

all purposes. Nothing in this franchise is intended or shall be construed to affect, restrict, limit or diminish in any way, any of the powers (including discretion or privilege) of the Government, the Commissioner or any other public officer under the Laws of Hong Kong.

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| 3. | The Grantee shall have the non-exclusive right to operate a public bus service on the routes which are specified in the Schedule of Routes order for the time being in force. | Routes Order |
| 4. | This franchise is granted for the period from and including the Commencement Date until 04:00 Hours 1 June 2026 and such period may be extended under section 6(2) or (3) of the Ordinance. | Franchise Period |
| 5. | For the purposes of section 8 of the Ordinance, a majority of the directors of the Grantee shall be ordinarily resident in Hong Kong irrespective of their nationality. | Residential requirement |

PART II

GENERAL

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| 6. | The Grantee shall, if requested by the Financial Secretary, take such steps as are necessary and reasonable to have and to continue to have its shares listed on the Stock Exchange Company as defined in section 1 of Schedule I to the Securities and Futures Ordinance (Cap. 571). | Grantee's shares to be listed on the Stock Exchange Company |
| 7. | <p>(1) The Grantee shall, as far as practicable, acquire, provide, adopt, maintain, or modify to the satisfaction of the Commissioner such safety or service enhancement facilities, installation, fixtures, fittings, apparatus or equipment on its buses as may be reasonably required by the Commissioner after consultation with the Grantee.</p> <p>(2) Subject to Clauses 9 and 10, the Grantee shall acquire, provide, adopt, maintain, modify or remove to the satisfaction of the Commissioner such Facilities as may be reasonably required by the Commissioner after consultation with the Grantee.</p> | Provision of the Facilities etc. |
| 8. | Subject to Clauses 9 and 10, the Grantee shall acquire, provide, adopt, maintain, modify or remove to the satisfaction of the Commissioner such canteens, washrooms and toilets for its employees and the employees of any Other Grantee as the Commissioner considers appropriate after consultation with the Grantee. | Provision of canteens, washrooms and toilets |

9. (1) The Commissioner may, after consultation with the Grantee, direct in writing that for a specified period with effect from a specified date the Grantee shall share or permit the sharing of the use of any or all of the bus stops, terminal points, termini, Facilities (other than those provided on-bus), canteens, washrooms and toilets acquired, provided or adopted by the Grantee or any Other Grantee whether under this or any other franchise, as the case may be. Shared use of bus stops etc.
- (2) The Commissioner may, after consultation with the Grantee, direct in writing that with effect from a specified date the Grantee shall cease using, vacate or remove any bus stops, terminal points, termini and Facilities which are or have been used by the Grantee under this or any other franchise and which are not required for use by the Grantee for the Bus Service.
- (3) The Commissioner may, after consultation with the Grantee, direct in writing that with effect from a specified date the Grantee shall:–
- (a) make available and transfer the Grantee's whole right, title and interest in the Facilities (other than those provided on-bus) acquired, provided or adopted by the Grantee under this or any other franchise to any Other Grantee; and
 - (b) accept the transfer of and assume responsibility for any facilities (other than those provided on-bus) which are used by any Other Grantee and which are to be transferred to the Grantee by virtue of a direction given by the Commissioner to any Other Grantee under the provisions of any other franchise with similar effect to Clause 9(3)(a).
- (4) In the event that the Commissioner makes a direction:–
- (a) under Clause 9(1), the Grantee shall negotiate in good faith with the concerned Other Grantee to reach agreement as to maintenance responsibilities and the fair and equitable apportionment on the expenses of maintaining the Facilities (other than those provided on-bus), canteens, washrooms and toilets between the Grantee and the Other Grantee; and

- (b) under Clause 9(3)(a) or (b), the Grantee shall negotiate in good faith with the concerned Other Grantee to reach agreement as to a fair and equitable price for acquiring or providing the facilities or Facilities (other than those provided on-bus).
- (5) In the event that the Grantee and the concerned Other Grantee fail to reach agreement under Clause 9(4)(a) or (b) within a reasonable time to be specified by the Commissioner, the Grantee and the concerned Other Grantee shall enter into an agreement on what the Commissioner may determine to be a fair and equitable apportionment or price for the purpose of Clauses 9(4) (a) and (b).
10. (1) No Facilities, installation, fixtures, fittings, apparatus or equipment shall be constructed, erected, installed or permitted at, on or in any bus stops, terminal points, termini or buses without the prior approval in writing of the Commissioner. The Commissioner may require the Grantee to remove any Facilities, installation, fixtures, fittings, apparatus or equipment which are constructed, erected, installed or permitted in contravention of this Clause.
- (2) No canteens, washrooms or toilets referred to in Clause 8 shall be constructed, erected or installed nor shall any structural alteration or change in use be made thereto without the prior approval in writing of the Commissioner.
11. (1) The Grantee shall not for the purposes of advertising, sponsorship or commercial promotion use or permit the use of, the Facilities, canteens, washrooms and toilets of the Grantee or any Other Grantee without the prior approval in writing of the Commissioner (such approval shall not be unreasonably withheld).
- (2) Any agreement or arrangement in respect of any advertising, sponsorship or commercial promotion entered into by the Grantee with the prior approval in writing of the Commissioner under Clause 11(1) above shall be and be made subject to the terms and conditions of this franchise.
12. The Commissioner may by notice in writing direct the Grantee to use such terminal points or termini and facilities which will be made available by Government at no cost to the Grantee for the purposes of parking and turn-around of buses used by the Grantee on any of the specified routes.
- Approval of Commissioner required in connection with the Facilities, canteens, washrooms and toilets
- Advertising, etc.
- Government to provide parking facilities at terminal points

13. (1) Subject to Clause 13(3), the Grantee shall, at such place as the Commissioner may direct in writing, make available free of charge for inspection by members of the public a copy of the Schedule of Routes order for the time being in force and any notice given under section 15 of the Ordinance.
- (2) Subject to Clause 13(3), the Grantee shall cause to be displayed free of charge for viewing by members of the public in a conspicuous place:–
- (a) at each terminal point or terminus of a specified route; and
- (b) at such bus stops as may be specified by the Commissioner
- information on the location of the bus stops and the fares and timetables applicable to the bus service on such specified routes.
- (3) The Grantee shall provide the information mentioned in Clause 13(1) and 13(2) above in such form and manner, by such means, and at such times as may be reasonably required by the Commissioner, after consultation with the Grantee.
14. (1) The Grantee shall make available to the public, in relation to the bus service on each specified route, the following information:–
- (a) the bus fares;
- (b) the route and timetable;
- (c) the location of bus stops, journey time and any other related information, as may be reasonably required by the Commissioner after consultation with the Grantee
- in such form and manner, by such means and at such times as may be specified from time to time by the Commissioner.
- (2) The Grantee shall make available to the public the information referred to in Clause 14(1)(a) to (c) above for free or for a fee not exceeding that determined by the Commissioner.
- (3) The Grantee shall also make available to the public, the information referred to in Clause 14(1)(a) to (c) above on
- Display of routes and fares
- Making available information on specified route, etc.

the Grantee's website and through readily accessible common web browsers as may be reasonably required by the Commissioner after consultation with the Grantee.

15. (1) The Grantee shall, to the satisfaction of the Commissioner, make appropriate arrangements including the establishment of Passenger Liaison Groups to liaise, communicate with and receive opinions of the public for the purpose of assessing and improving standards of the Bus Service. Passenger Liaison Groups
- (2) The Grantee shall, to the satisfaction of the Commissioner, provide the Passenger Liaison Groups with reasonable facilities for meetings including venues, postage and stationery, as they may require from time to time.
- (3) The Grantee shall promulgate such rules for membership and meetings of the Passenger Liaison Groups, rules for attendance by officers of the Transport Department as observers, terms of reference of the Passenger Liaison Groups and, without limitation, such other terms relating to the Passenger Liaison Groups, their members or constitution as the Commissioner may direct or approve in writing. Any officer of the Transport Department may attend the meetings of the Passenger Liaison Groups as an observer.
- (4) The Grantee shall use its reasonable endeavours to facilitate meetings of each of the Passenger Liaison Groups at least once every two months or as and when the Commissioner may reasonably require for the purpose of making proposals for maintaining or improving standards relating to the Bus Service.
- (5) The Grantee shall report to the Commissioner, at least once every two months or as and when directed by the Commissioner, the details of passenger liaison arrangements made by the Grantee, the proposals made by the Passenger Liaison Groups and implementation of those proposals.
- (6) The Grantee shall waive and forego all rights to sue each member or observer of the Passenger Liaison Groups in respect of any statement defamatory of the Grantee made by him during a meeting of a Passenger Liaison Group or in any communication published only to the members of a Passenger Liaison Group or to any officer of the Transport Department attending any such meeting as an observer in respect of the Bus Service unless such statement is made maliciously.

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| <p>16. (1) The Grantee shall to the satisfaction of the Commissioner make appropriate arrangements to conduct passenger satisfaction surveys in such form and manner, by such means and at such times as may be reasonably required by the Commissioner, after consultation with the Grantee.</p> <p>(2) (a) The Grantee shall publish</p> <p style="padding-left: 40px;">(i) its passenger service pledge setting a reasonable time frame for responding to complaints and suggestions from the public; and</p> <p style="padding-left: 40px;">(ii) the achievement rate of its passenger service pledge under Clause 16(2)(a)(i) above.</p> <p style="padding-left: 20px;">(b) The Grantee shall respond to complaints and suggestions referred to the Grantee by the Commissioner at such times and in such manner as may be reasonably required by the Commissioner after consultation with the Grantee.</p> | <p>Passenger satisfaction</p> |
| <p>17. (1) The Grantee shall furnish the Commissioner, on or before 15 January each year in such form as the Commissioner may specify from time to time, with information on:—</p> <p style="padding-left: 20px;">(a) premises provided and maintained by the Grantee under section 19 of the Ordinance as at 31 December of the preceding year; and</p> <p style="padding-left: 20px;">(b) facilities provided by the Grantee and their locations as at 31 December of the preceding year for the construction, repair and maintenance of the buses and other vehicles used or kept by the Grantee for the purposes of or in connection with this franchise.</p> <p style="padding-left: 20px;">(2) The Commissioner may, after consultation with the Grantee, from time to time direct by notice in writing to the Grantee the manner in which the Grantee is to use any of the specified premises provided and maintained by the Grantee under section 19 of the Ordinance.</p> | <p>List of premises and maintenance facilities</p> |
| <p>18. The Grantee shall, as and when directed by and to the satisfaction of the Commissioner:—</p> <p style="padding-left: 20px;">(a) provide and maintain for the purpose of regulating, controlling and directing bus movements a control centre which shall be:—</p> <p style="padding-left: 40px;">(i) situated at such location as the Commissioner may direct; and</p> | <p>Provision of control centre and contingency arrangement</p> |

- (ii) manned at all times by competent personnel of the Grantee;
 - (b) provide and maintain at all times direct communication links between the control centre and the emergency contact point of the Transport Department designated by the Commissioner;
 - (c) design a contingency plan to meet any exigency that may arise in respect of the Bus Service and shall promptly carry out the measures contained in the contingency plan when such exigency arises; and
 - (d) provide assistance, including sending competent personnel to attend the emergency control centre of the Transport Department.
19. (1) The Grantee may provide, or permit the provision of, ancillary or add-on services subject to prior approval in writing of the Commissioner. Provision of ancillary and add-on services
- (2) The Grantee shall provide such ancillary or add-on services as may be reasonably required by the Commissioner for the purpose of the Bus Service after consultation with the Grantee.

PART III

FINANCIAL

20. In this Part, unless the context otherwise requires:— Definitions in Part III
- “Appointed Actuary”
means an actuary who
- (a) has the qualifications as prescribed for the appointment of actuaries under the Insurance Companies (Actuaries’ Qualifications) Regulations (sub. leg., Cap. 41); and
 - (b) is in practice with a firm providing actuarial consultancy services in Hong Kong;
- “Contingency Fund”
means all contingency funds provided or to be provided by the Grantee for meeting its liabilities including without limitation those for third party risks

in respect of the Bus Service but excluding any contingency funds for any loss of revenue due to any cause whatsoever;

“Fair Market Value” of any of the Fixed Assets

means the market price at which the assets could be acquired in a transaction at arm’s length between persons that are not Related Parties;

“Fixed Assets”

means:–

- (a) land, buildings, furniture, fixtures and fittings, buses, coaches and other motor vehicles, plant, machinery and equipment;
- (b) other fixed assets;
- (c) all assets mentioned in (a) and (b) which are in the course of construction or in transit; and
- (d) payments on account of all assets mentioned in (a), (b) and (c)

in which the Grantee has any right, title or interest (including assets acquired through finance leases) and which are used or to be used or kept or to be kept by the Grantee for the purposes of or in connection with the Bus Service;

but excludes stores and spares including but not limited to items which have not been used but may form part of any buses, coaches or other motor vehicles, plant, machinery and equipment which are used or to be used or kept or to be kept by the Grantee for the purpose of or in connection with the Bus Service, irrespective of the amount of the unit cost of each item;

“Funds”

means both the Contingency Fund and the Pension Fund unless the Commissioner determines otherwise;

“Gross Revenue”

means the total income or revenue of the Grantee derived or arising from or connected with the Bus Service, which, for the avoidance of doubt, includes inter alia:–

- (a) revenue of the Grantee from fares directly or indirectly appertaining to the Bus Service;
- (b) income derived or realised directly or indirectly from Fixed Assets including but not limited to rents, advertising and private hire;
- (c) interest on cash and bank balances of the Grantee consisting of or representing funds derived or arising from the Bus Service;
- (d) income derived or realised directly or indirectly from any investment or commercial transactions, other than from Fixed Assets, made by the Grantee of funds derived or arising from the Bus Service;
- (e) income or revenue derived by the Grantee from any transaction, operation, business or activity connected with or otherwise related or ancillary, whether directly or indirectly to the Bus Service; and
- (f) currency gains realised by the Grantee in or in connection with:—
 - (i) the acquisition of Fixed Assets, stores and spares;
 - (ii) the making and maintenance of provision for payment of emoluments for staff engaged in the Bus Service;
 - (iii) deposits in foreign currency accounts of funds derived or arising from the Bus Service; and
 - (iv) other transactions which are directly related to the Bus Service,

but excludes capital gains or capital receipts of the Grantee derived or arising from or connected with the disposal of any right, title or interest in land;

“Pension Fund”

means the fund or funds provided or to be provided by the Grantee for the payment of employees’ pensions or other retirement benefits in respect of employees engaged directly or indirectly in the operation of the Bus Service;

“Service-Related Expenditure”

means the total expenditure of the Grantee incurred or

arising from or connected with the Bus Service, which, for the avoidance of doubt, includes inter alia:–

- (a) operating costs directly or indirectly incurred by the Grantee appertaining to the operation of the Bus Service and contributions to the Funds required in accordance with the assessment made by the Appointed Actuary;
- (b) depreciation as charged in accordance with Clause 21;
- (c) expenditure in establishing and maintaining public liaison and arranging for passenger satisfaction surveys in accordance with Clause 15 and 16(1); and
- (d) currency losses suffered by the Grantee in or in connection with:–
 - (i) the acquisition of Fixed Assets, stores and spares;
 - (ii) the making and maintenance of provision for payment of emoluments for staff engaged in the Bus Service;
 - (iii) deposits in foreign currency accounts of funds derived or arising from the Bus Service; and
 - (iv) other transactions which are directly related to the Bus Service,

but excludes:–

- (A) capital losses of the Grantee derived or arising from or connected with the disposal of any right, title or interest in land;
- (B) capital expenditure incurred in or arising from or connected with the Bus Service (other than that provided in sub-paragraph (d)(i) above);
- (C) any amount of over-provisioning in the accounts of the Grantee; and
- (D) any amount of amortisation or depreciation effected (if any) in respect of any right, title or interest in land;

“Undertaking”
means:–

- (a) all the assets listed in Schedule I as the same is updated or revised in accordance with Clause 22(2); and
- (b) all Fixed Assets and stores and spares which have been acquired by the Grantee to be included in Schedule I but before the same have been included pursuant to Clause 22(2).

21. For the purpose of this franchise, the following practice shall be observed in the accounts of the Grantee:—

Depreciation of Fixed Asset

- (1) With effect from the Commencement Date, depreciation expenses of the Grantee's Fixed Assets shall be calculated at their costs of acquisition and by applying, on a straight-line basis, annual rates of depreciation derived from the useful lives, and subject to the residual values, as set out in the table below:—

<i>Fixed Assets</i>	<i>Useful Life for Depreciation</i>	<i>Residual Value</i>
Land	Not Applicable	Not Applicable
Buildings	(a) Permanent buildings : – 40 years	\$1
	(b) Other buildings:— Term of lease including extension or renewal period	\$1
Buses and coaches, other than light duty coaches	(a) New ¹ buses and coaches:— 15 years unless otherwise approved by the Commissioner	\$1 for each bus or coach
	(b) Second-hand buses and coaches:— 15 years from the date of manufacture unless otherwise approved by the Commissioner	\$1 for each bus or coach

¹ Means buses which have been acquired by the Grantee first hand

Light duty coaches	6 years	\$1 for each light duty coach
Other motor vehicles	6 years	\$1 for each motor vehicle
Computers	5 years	\$1
Plant, machinery and equipment (other than computers), furniture, fixtures and fittings	7 years	\$1

- (2) When calculating the depreciation expenses of the Grantee's Fixed Assets, the cost of acquisition of the Fixed Assets shall be net of any subsidies received or receivable by the Grantee from the Government solely for the purpose of the acquisition of such Fixed Assets.
- (3) The cost of acquisition of Fixed Assets acquired through a finance lease shall be measured and depreciated in accordance with Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants and, where applicable, subject to the provisions in sub-clause (1) above.
- (4) When any Fixed Assets or part thereof are sold or otherwise disposed of or when compensation is received from insurers in respect of damage to or loss of any Fixed Assets or any part thereof, the difference between the proceeds and net book value will be deducted from or added to the Service-Related Expenditure, as the case may be.
- (5) For the purpose of Clause 21(4),
 - (a) Fixed Assets shall exclude land in respect of which the Grantee has any right, title or interest.
 - (b) Where the Fixed Assets comprise buildings which are sold or disposed of together with the land on which they stand, and it is impossible to ascertain which portion of the sale proceeds is attributable to such buildings alone, the Grantee shall provide a valuation report prepared by an independent surveyor on the

Fair Market Value of such buildings as of the date of disposal. Such Fair Market Value will be deemed to be the sale proceeds of the buildings for the purpose of Clause 21(4).

- (6) Depreciation of any Fixed Assets shall cease to be effected when the residual values as stipulated at Clause 21(1) have been reached.
 - (7) No amortisation or depreciation shall be effected in respect of any land comprised in the Fixed Assets. Such land shall be valued at cost of acquisition.
 - (8) Whether a building is to be regarded as a permanent building for the purpose of this Clause shall be determined by the Commissioner after having regard, inter alia, to the estimated useful life of that building, the unexpired period of the lease including any extension or renewal period, and land use zoning. If the Grantee disagrees with any determination of the Commissioner on what is or is not a permanent building for the purpose of this Clause, the Grantee and the Commissioner shall forward the point in disagreement to the Secretary for Transport and Housing who shall decide on the point having regard to the submissions of the Grantee and the Commissioner and such decision of the Secretary for Transport and Housing shall, subject to section 33 of the Ordinance, be final.
 - (9) The cost of any structural addition to a permanent or other building comprised in the Fixed Assets shall, from the date the addition is made, be depreciated in accordance with Clause 21(1) along with such permanent or other building (as the case may be) over the remainder of the useful life of that permanent or other building.
 - (10) The net book value of all Fixed Assets brought forward from any public bus franchise applicable to the Grantee immediately before the Commencement Date shall be depreciated in accordance with but over the remainder of the applicable useful life as stipulated in Clause 21(1).
22. (1) The Grantee represents that its Undertaking at the Commencement Date shall be as listed in Schedule I. Subject to Clause 22(3) and (4) and except for that part of the Undertaking listed in Schedule I which is held on short term tenancies, the Grantee shall maintain at all times during the franchise period its Undertaking sufficient to operate a proper and efficient public bus service on the specified routes in accordance with section 12(1) of the Ordinance.

Grantee's
Undertaking
and restrictions
on disposal

- (2) The Grantee shall provide in writing to the Commissioner an annual update of Schedule I within five months after the close of an accounting year.
- (3) The Grantee shall not without the previous written consent of the Commissioner assign, transfer, mortgage, charge, lease, grant option to lease, part with possession or otherwise dispose of the whole or any part of its Undertaking falling within the following description:–
 - (a) land, buildings and buses, or
 - (b) any other part of the Undertaking (except for plant, machinery, equipment, furniture, fixtures, fittings, motor vehicles (other than buses), stores or spares being disposed of with a view to replacement in the ordinary course of business), the disposal of which would result in an increase in the cost of the Bus Service

nor shall the Grantee without the previous written consent of the Commissioner cause or permit the forfeiture, surrender, loss, destruction or dissipation of its right, title or interest in the whole or any part of its Undertaking referred to in paragraphs (a) and (b) above. The Grantee shall observe and perform all the terms, conditions, covenants and provisions contained in any deed, agreement and other instrument under which the Grantee acquired the right, title or interest in the whole or any part of its Undertaking.

PROVIDED that:–

- (i) consent to any disposition of landed property may be withheld if the consequence of the disposition would be to increase the cost to the Grantee of acquiring, using, holding or maintaining the premises referred to in section 19 of the Ordinance; and
 - (ii) consent required under this Clause shall not be unreasonably withheld or delayed.
- (4) Without prejudice to the Ordinance and other provisions of this franchise, the Grantee shall not develop or cause or permit the development of any land or buildings forming part of its Undertaking or enter into any agreement to do so without the previous written consent of the Financial Secretary (which, subject to Clause 22(5), shall not be unreasonably withheld or delayed).

- (5) Notwithstanding any other provisions herein, consent to any disposition or development of any land or building under Clause 22(3) and (4) may be withheld by the Commissioner or the Financial Secretary if the consequence of the disposition or development of such land or buildings would be to increase the cost to the Grantee of acquiring, using, holding or maintaining premises referred to in section 19 of the Ordinance.
23. The Grantee shall not without the previous consent in writing of the Commissioner invest in or dispose of any securities, such consent shall not be unreasonably withheld or delayed. Investment in securities
24. (1) (a) The Grantee shall, at such times as the Commissioner may direct in writing, cause the Funds to be examined by an Appointed Actuary for the purpose of assessing possible under-provisioning or over-provisioning of the Funds. Contingency Fund and Pension Fund
- (b) The Grantee shall provide such information and give access to such of its business and financial records as the Appointed Actuary may reasonably require.
- (c) Any finding by the Appointed Actuary as to any under-provisioning or over-provisioning of the Funds shall be accepted as final and conclusive by the Grantee in the absence of manifest error.
- (d) The Grantee shall, subject to the prior approval in writing of the Commissioner, write back such amount which is certified in an actuarial report prepared by the Appointed Actuary for the purpose of Clause 24(1)(a) to be over-provided in the Funds to the profit and loss account kept by the Grantee in respect of the Bus Service.
- (2) The Grantee shall provide such information as the Commissioner may require in writing in respect of the Funds and their use within one month from the date of such request in writing by the Commissioner or within such other period as the Commissioner may reasonably require.
- (3) (a) The balance of the Contingency Fund shall represent liabilities in the accounts of the Grantee and shall not contribute towards its distributable profit or accrue to the benefit of shareholders of the Grantee.
- (b) Notwithstanding the expiry of this franchise and any other terms or provisions herein, the balance of the

Contingency Fund shall remain a liability in the accounts of the Grantee and shall not contribute towards its distributable profit or accrue to the benefit of shareholders of the Grantee and the balance of the Contingency Fund as at the expiry of this franchise, howsoever determined, shall be deposited with an authorised institution, other than a deposit-taking company, within the meaning of the Banking Ordinance (Cap. 155) as approved or directed from time to time by the Commissioner.

- (c) The Commissioner may within six months prior to the expiry of this franchise or within three months thereafter appoint a trustee or a custodian to hold the Contingency Fund after the said expiry of this franchise and may require the title to the Contingency Fund to be vested in the said trustee or custodian for a period of ten years from the date of expiry of this franchise (“the ten-year period”). In such event, the said trustee or custodian shall:–
 - (i) hold the Contingency Fund in accordance with the terms and conditions as may be determined or approved by the Commissioner;
 - (ii) apply the balance of the Contingency Fund to meet third party claims against the Grantee in accordance with the terms and conditions as may be determined or approved by the Commissioner; and
 - (iii) distribute the remaining balance in the Contingency Fund (if any) at the expiry of the ten-year period to the shareholders of the Grantee whose names appear on the register of shareholders of the Grantee on the date when the Contingency Fund is vested in the said trustee or custodian.
 - (d) For the avoidance of doubt, this Clause, in so far as it relates to the Contingency Fund, shall survive the expiry of this franchise until the date falling ten years thereafter.
- (4) The Grantee shall procure in such manner as it may be advised by the Appointed Actuary that the Pension Fund is held by an independent trustee under a retirement scheme registered under the Occupational Retirement Schemes Ordinance (Cap. 426) and, where applicable, the Mandatory Provident Fund Schemes Ordinance (Cap. 485).

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| 25. | <p>(1) By virtue of section 13 of the Ordinance, the Chief Executive in Council may review the scale of fares to be charged for the Bus Service and may determine and adjust such scale of fares upward or downward at any time and from time to time during the Franchise Period as he deems fit.</p> <p>(2) Without derogation from the provisions of section 13 of the Ordinance and the powers conferred on the Chief Executive in Council thereunder, in making recommendations to the Chief Executive in Council for him to determine the scale of bus fares under the provisions of section 13 of the Ordinance, the Commissioner may have regard, inter alia, to:—</p> <ul style="list-style-type: none"> (a) changes in Gross Revenue and Service-Related Expenditure since the last fare adjustment; (b) forecasts of future Gross Revenue, Service-Related Expenditure, and return on average net fixed assets which takes into account net profit or loss and borrowing costs after tax attributable to the Bus Service; (c) the need to provide the Grantee with a reasonable rate of return; (d) public acceptability and affordability; (e) the quality and level of the public bus service provided by the Grantee; and (f) changes in price of cost elements and improvement in productivity of the franchised bus industry. <p>(3) In applying for an upward or downward adjustment to the fares applicable to its Bus Service, the Grantee shall take into account, inter alia, the factors specified in Clause 25(2)(a) to (f).</p> | Revenue and expenditure |
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PART IV

MISCELLANEOUS

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| 26. | (1) | <p>When acquiring new buses and setting specifications for such acquisition, the Grantee shall, as far as reasonably practicable:–</p> <p>(a) adopt the latest commercially available and proven technologies to reduce noise emissions; and</p> <p>(b) acquire the most environmentally friendly buses in terms of vehicle exhaust emission (with the ultimate objective of acquiring zero emission buses), that are technologically proven and commercially available</p> <p>taking into account feasibility in terms of operational and passenger service requirements and affordability for the Grantee and passengers.</p> <p>(2) The Grantee shall adopt, at such times and in such manner, such commercially available and proven technologies and products on its buses as the Commissioner may reasonably specify after consultation with the Grantee for the purpose of reducing exhaust and noise emissions in the operation of the Bus Service.</p> | Environmentally friendly buses |
| 27. | (1) | <p>The Grantee shall comply with all the provisions, stipulations and requirements set out in a Forward Planning Programme for the time being in force.</p> <p>(2) If the Grantee fails to comply with any of the provisions, stipulations and requirements contained in a Forward Planning Programme, the Grantee shall, within such time as may be specified by the Commissioner, submit a report to the Commissioner with full details and the reasons for such failure.</p> | Forward Planning Programme |
| 28. | (1) | <p>The Grantee shall</p> <p>(a) provide to the Commissioner the information relating to and records kept by the Grantee in respect of the Bus Service in accordance with Schedule II; and</p> <p>(b) provide and maintain at such times and in such manner as may be specified by the Commissioner, including without limitation electronic means to enable the Commissioner to at all times access and directly retrieve the information and records referred to under Clause 28(1)(a).</p> <p>(2) The Grantee shall without delay provide in writing to the Commissioner such information as he may from time to</p> | <p>Operational records and information to be supplied to Commissioner</p> <p>Financial information to</p> |

time reasonably require for the purpose of assessing the financial position of the Grantee, including without limitation:–

be supplied to the Commissioner

- (a) accounting system manual and costing system manual used by the Grantee for the preparation of accounts for the Bus Service; and
 - (b) procurement policies, procurement procedures and practice manual of goods and services relating to the Bus Service including but not limited to fuel, buses, spare parts, tyres and tubes, plant and machinery, repair and maintenance and cleaning services.
- (3) The Grantee shall provide in writing to the Commissioner with financial information for the purpose of assessing the financial position of the Grantee, including without limitation:–
 - (a) annual audited financial statements prepared and certified by a Qualified Auditor within four months after the close of each accounting year;
 - (b) monthly management accounts (including profit and loss account, balance sheet and cashflow statement) in such form and manner as the Commissioner may specify within two months from the ending date of the period concerned or such longer period as the Commissioner may specify; and
 - (c) monthly report on the fuel price, fuel cost, fuel consumption, hedging contracts on fuel, in such form and manner as the Commissioner may specify, within two months from the ending date of the period concerned.
- (4)
 - (a) Subject to the provisions of the Ordinance, this franchise and the accounting policies approved by the Commissioner under Clause 28(4)(b), the Grantee shall prepare and keep its accounts related to the Bus Service in accordance with the prevailing accounting standards and principles generally accepted in Hong Kong.
 - (b) The Grantee shall, not later than three months before the end of each accounting year, submit for the approval of the Commissioner the accounting policies governing the accounts of the Grantee which are related to the Bus Service in the form and manner as the Commissioner may specify. Such

approval shall not be unreasonably withheld or delayed. The Grantee shall comply with such accounting policies as approved by the Commissioner for keeping and preparing its accounts relating to the Bus Service. The Grantee shall not make any change to the accounting policies approved by the Commissioner hereunder without the prior written approval of the Commissioner. Such accounting policies are subject to the provisions of the Ordinance and this franchise, and unless agreed otherwise between the Grantee and the Commissioner, shall be in accordance with the prevailing accounting standards and principles generally accepted in Hong Kong.

- (5) Without prejudice to the generality of Clause 28(4), the Commissioner may give direction as to the criteria for apportionment of the Grantee's general administration costs between the Bus Service and the Grantee's other businesses.
- (6) The Grantee shall ensure that contracts that are material to the Bus Service shall be put out for open tendering as far as practicable. Where it is not practicable for open tendering, prior approval for not pursuing open tendering shall be sought from the Grantee's board of directors. The Grantee is also required to specify in any internal paper on procurement of services or goods or both whether or not the tenderers or suppliers and the Grantee are Related Parties.
- (7) The Grantee shall obtain approval from the Grantee's board of directors before awarding any contract that is material to the Bus Service to a Related Party of the Grantee save and except where such award is effected as a result of an open tendering process participated by any third party which is not a Related Party. In seeking the board of directors' approval to award a contract to a Related Party of the Grantee without going through an open tendering process, the Grantee shall, in so far as practicable, provide relevant information to satisfy its board with supporting evidence that the terms and conditions of the proposed contract are no less favourable to the Grantee than those in a contract which might otherwise be entered into with a third party which is not a Related Party of the Grantee.
- (8) The Grantee shall procure and provide to the Commissioner financial information on all transactions which are related to the Bus Service made between the Grantee and any Related Party of the Grantee on an annual basis within five months after the close of each accounting year or as the Commissioner may from time to time require.

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| <p>29. (1) The Grantee shall keep separate accounts for the Bus Service and its other businesses. The accounts of the Grantee which are related to the Bus Service shall be audited annually by a Qualified Auditor and published for the information of the public, in such form and manner as the Commissioner may from time to time require, within five months after the close of each accounting year.</p> <p>(2) The Grantee shall publish for the information of the public such records kept by the Grantee which are related to the Bus Service, in such form and manner as the Commissioner may from time to time require after consultation with the Grantee within five months after the close of each accounting year.</p> | <p>Publication of accounts and operational information</p> |
| <p>30. (1) Any notice in writing or other document to be given to the Grantee by the Chief Executive in Council, the Financial Secretary, the Secretary for Transport and Housing, Government or the Commissioner under or in relation to this franchise may be given under the hand of any duly authorised officer of Government and may be served by sending the same in a letter addressed to the registered office of the Grantee.</p> <p>(2) Any notice in writing or other documents to be given to the Chief Executive in Council, the Financial Secretary, the Secretary for Transport and Housing, Government or the Commissioner by the Grantee under or in relation to this franchise may be served by sending the same in a letter to the Commissioner.</p> | <p>Notices</p> |
| <p>31. All meetings of the board of directors of the Grantee shall be held in Hong Kong unless all the directors of the Grantee unanimously agree to have a meeting elsewhere.</p> | <p>Board meetings in Hong Kong</p> |
| <p>32. (1) Without derogation from any provisions of the Ordinance, this franchise will be subject to review at any time and from time to time by the Commissioner during the Franchise Period starting from and including 1 June 2020. For this purpose, the Grantee shall comply without delay with all reasonable requests by the Commissioner and afford such assistance and co-operation in all respects to facilitate the conduct of the review as the Commissioner may reasonably require.</p> <p>(2) Without prejudice to the generality of Clause 32(1) and any other provisions of this franchise, the Grantee shall, for the purpose of this Clause:–</p> | <p>Mid-term review</p> |

- (a) upon request by the Commissioner, provide without delay to the Commissioner such information as may be reasonably required; and
 - (b) appoint a person with such qualification or experience as the Commissioner may from time to time require to examine such aspects of the Bus Service as he may reasonably direct.
- (3) During the period of such review, the Commissioner may consult with and receive written submissions or recommendations from such persons as he sees fit.
33. The Grantee shall publish its code on corporate social responsibility within six months from the Commencement Date and, annually thereafter:–
- (a) publish the achievement of individual items contained therein; and
 - (b) review and update its content for the purpose of continuous improvement.
34. The Grantee shall, throughout the Franchise Period, submit to the Commissioner annually a report prepared by a Qualified Auditor or a Certification Body certifying that the Grantee has put in place internal control systems and procedures which are adequate to enable, as far as practicable, the Grantee to measure and record, in all material respects, its operation statistics and other information to ensure that such statistics and other information which may be required by the Commissioner under the Ordinance or this franchise are accurate in all material respects and if the Qualified Auditor or Certification Body forms the view that those control systems and procedures are not adequate, the nature and extent of such inadequacies.

Corporate social
responsibility

System audit

Dated this day of September 2015

COUNCIL CHAMBER

Clerk to the Executive Council

SCHEDULE I
 Clause 22(1)
Grantee's Undertaking
(as at 1 June 2016)

1. *Buses*

(A) Requirement

	Operating Requirement	Number of Buses Required in Fleet
(i) For operating the Bus Service	693	
(ii) Total requirement for operating the Bus Service based on 92% availability		754

(B) The requirement of buses in paragraph 1(A) above will be represented by –

Bus Fleet	Number	Average Age (Yr.)	Estimated Written Down Value (HK\$'000)	Nature of Interest
(i) Double-Deck – air-conditioned	722	4.74	1,400,000	Wholly owned
(ii) Single-Deck – air-conditioned	32	2.61	47,000	Wholly owned
Total fleet	754	4.65	1,447,000	

2. *Land and Buildings*

	Approx. Site Area (m ²)	Estimated Written Down Value (HK\$'000)	Nature of Interest
(A) Depots		150,000	
(1) Depot at 38 Sheung On Street, Chai Wan (EHX-286)	11,297		Short term tenancy commencing on 10 December 2001 up to 30 June 2006 and thereafter quarterly.
(B) Bus Servicing/Parking Area		5,000	
(1) Servicing site at Hoi Wong Road, Area 16, Tuen Mun (STT-1092)	11,000		Short term tenancy commencing on 2 January 2001 up to 1 January 2004 and thereafter quarterly.
(2) Servicing site at Heung Yip Road, Wong Chuk Hang (SHX-1168)	3,826		Short term tenancy commencing on 19 July 2006 up to 18 July 2009 and thereafter half-yearly.
(3) Parking site at Wong Chuk Hang (SHX-956)	2,450		Short term tenancy commencing on 1 December 1998 up to 30 November 2001 and thereafter quarterly.
(4) Parking site at the Junction of Lin Cheung Road and Hing Wah Street West, Lai Chi Kok, Kowloon (KX-2851)	7,750		Short term tenancy commencing on 3 June 2013 up to 2 June 2016 and thereafter quarterly.
Total		<u>155,000</u>	

3. *Machinery and Equipment*

	Estimated Written Down Value (HK\$'000))	Nature of Interest
Machinery and equipment including:	6,000	Wholly owned
(A) Brake testers;		
(B) Column Lift, Fork Lifts;		
(C) Spray Booths;		
(D) Extraction system, and hose reel;		
(E) Bus washing machines and water recycling units;		
(F) Octopus equipment;		
(G) Passenger facilities including kiosks; and		
(H) Others		

4. *Other Fixed Assets*

	Estimated Written Down Value (HK\$'000))	Nature of Interest
Other fixed assets including:	75,000	Wholly owned
(A) Other vehicles		
(B) Computers		
(C) Furniture and fittings		
(D) Bus assembly assets		
(E) Others		

5. *Others*

	Estimated Value (HK\$'000))	Nature of Interest
Inventories	34,000	Wholly owned

SCHEDULE II

Information and Records Relating to the Bus Service to be Kept and Provided by the Grantee under Clause 28(1)

<u>Item</u>	<u>Records and Information</u>
(a)	the number of passengers carried on every day on each specified route.
(b)	the number of passengers boarding and alighting at bus stops and the occupancy of buses when leaving each of the stops at hourly interval on each specified route as reflected from the survey hereinafter mentioned. For the purpose of this Clause, the Grantee shall conduct at least once in each year surveys on a weekday, other than a public holiday or a day on which the storm signal Number 8 (or higher) or a black rainstorm warning is issued.
(c)	the number of passengers and the occupancy of buses when leaving such stops at half-hourly interval on any of the specified routes as the Commissioner may specify.
(d)	the number of buses in use on each specified route on every day and the carrying capacity of each of such buses for the purpose of or in connection with this franchise.
(e)	the journey time for journeys between terminal points on each specified route as reflected from the survey hereinafter mentioned. For the purpose of this Clause, the Grantee shall conduct surveys at such times and in such manner as the Commissioner may specify.
(f)	(i) the scheduled and actual departure time of each journey on every day on each specified route, where the scheduled departure time refers to the time when the journey departs from the terminus in accordance with the Schedule of Service of each specified route. (ii) the actual departure time of adjusted journey departs from the designated stop.
(g)	the number of scheduled journeys, actual journeys and additional journeys operated by the Grantee on every day on each specified route in each of the periods of a day specified by the Commissioner, where the number of scheduled journeys refers to the number of journeys that shall be operated by the Grantee in accordance with the Schedule of Service of each specified route.
(h)	the number of scheduled journeys that the Grantee fails to operate on every day on each specified route due to vehicle breakdown, vehicle shortage, driver shortage, traffic congestion, accidents, inclement weather, public events, redeployment of buses and others, or any other categorisation of reasons as specified by the Commissioner.
(i)	the carrying capacity and technical specifications of buses kept by the Grantee for the purpose of or in connection with this franchise in each calendar month.
(j)	the number of buses of each bus type and other vehicles used and the number of

buses ordered by the Grantee for the purpose of or in connection with this franchise in each calendar month.

- (k) the number of journeys and total kilometres travelled with breakdowns of revenue-generated kilometres and non-revenue-generated kilometres on each specified route on every day.
- (l) the number of bus driver duties scheduled to operate all specified routes in accordance with the Schedule of Service on a day required by the Commissioner and the percentage of bus drivers, selected on the sample size as specified by the Commissioner, in compliance with the guidelines on arrangements in relation to working hour and rest time of bus drivers issued by the Commissioner after consultation with the Grantee.
- (m) the number of bus drivers at the end of each calendar month required and available to operate all specified routes in accordance with the Schedule of Service; and the surplus or shortage of bus drivers.
- (n) the total number of bus drivers resigned, retired, separated with other reasons, newly recruited and re-employed in each calendar month.
- (o) the daily receipts from the passengers carried on every day on each specified route.
- (p) the maintenance schedule of the buses.
- (q) the maintenance schedule of other vehicles and inventory of stores.

PUBLIC BUS SERVICES ORDINANCE (Chapter 230)

FRANCHISE

In exercise of the powers conferred by section 5 of the Public Bus Services Ordinance, the Chief Executive in Council hereby grants to New Lantao Bus Company (1973) Limited, a company registered under the Companies Ordinance, whose registered office is situated at Shop D, Ground Floor, Silver Centre Building, Silvermine Bay, Lantau, New Territories, Hong Kong, the right to operate a public bus service on the routes specified in the appropriate Schedule of Routes order from time to time in force in respect of the said company under section 5(1), and in any notices under sections 14 and 15, of the Public Bus Services Ordinance, subject to the conditions hereinafter contained namely:—

PART I

PRELIMINARY

1. (1) In this franchise, unless the context otherwise requires:— Interpretation

“Bus Service”

means the Grantee’s business of operating a public bus service under this franchise;

“Certification Body”

means a certification body accredited under the Hong Kong Certification Body Accreditation Scheme by the Hong Kong Accreditation Service, Innovation and Technology Commission;

“Clause”

means a clause of this franchise;

“Commencement Date”

means 04:00 Hours 1 March 2017;

“Facilities”

means each of the following and includes parts thereof:—

bus stop signs, bus stop sign posts, canopies, shelters, seats, queue railings, lighting at bus stops, terminal points and termini; information panels and equipment; customer service centres; bus regulators’ offices and kiosks; air-conditioned passenger waiting areas; television broadcasting and all other audio-visual equipment; and such other facilities that are used

by the Grantee for the purpose of or in connection with the Bus Service, and in the event of any dispute as to the meaning of any of the aforesaid, shall be determined by the Commissioner after consultation with the Grantee;

“Forward Planning Programme”

means a programme which is in force from time to time under section 12A of the Ordinance;

“Franchise Period”

means the period referred to in Clause 4;

“Grantee”

means New Lantao Bus Company (1973) Limited;

“Hong Kong”

means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Open tendering”

means a tendering exercise where all interested persons may participate;

“Ordinance”

means the Public Bus Services Ordinance (Cap. 230);

“Other Grantee”

means any other company which is a grantee of a public bus franchise under the Ordinance;

“Passenger Liaison Groups”

means the passenger liaison groups established pursuant to Clause 15(1);

“Qualified Auditor”

means a person who is qualified for appointment as an auditor of a company under section 393 of the Companies Ordinance (Cap. 622);

“Related Party” or “Related Parties”

means a party or parties that is/are considered to be related for the purposes of the Hong Kong Accounting Standard (HKAS) No. 24 (Revised) “Related Party Disclosures” issued by the Hong Kong Institute of Certified Public Accountants in November 2014 as the same may be amended from time to time;

“Schedule of Service”

means a schedule of service issued by the Commissioner from time to time in respect of each bus route of the Bus Service

specifying, pursuant to the Ordinance, bus service arrangements including but not limited to the route, timetable, faretable, journey distance, journey time, carrying capacity and type of buses to be used;

“tour service”

means a tour service within the meaning of section 4(3)(a) of the Ordinance.

- (2) Any expression or word not specifically herein defined shall have the meaning assigned to it by the Ordinance and, if not defined therein, by the Interpretation and General Clauses Ordinance (Cap. 1) and/or the Hong Kong Reunification Ordinance (Cap. 2601).
 - (3) For the avoidance of doubt, unless there is express provision to the contrary, the Grantee shall at no cost to Government comply with any direction and requirement given under this franchise by the Commissioner, the Financial Secretary or any other public officer.
 - (4) For the avoidance of doubt:—
 - (a) where this franchise confers upon any public officer power to do or enforce the doing of any act or thing, all such powers shall be also conferred as are reasonably necessary to enable the public officer to do or enforce the doing of the act or thing.
 - (b) without prejudice to the generality of paragraph (a) above, where this franchise confers power upon any public officer:—
 - (i) to grant approval, consent or exemption, such power shall include power to impose reasonable conditions subject to which such approval, consent or exemption may be granted;
 - (ii) to approve any person or thing, such power shall include power to withdraw approval thereof; and
 - (iii) to give directions, such power shall include power to couch the same in the form of prohibitions.
2. (1) This franchise is granted subject to the Grantee complying with the terms and conditions on its part to be performed in any franchise applicable to the Grantee under the Ordinance
- Franchise subject to performance of

and in force in the period ending 04:00 Hours 1 March 2017 obligations, etc.
and with the provisions of the Ordinance.

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| (2) | The Ordinance shall apply to this franchise in full and for all purposes. Nothing in this franchise is intended or shall be construed to affect, restrict, limit or diminish in any way, any of the powers (including discretion or privilege) of the Government, the Commissioner or any other public officer under the Laws of Hong Kong. | |
| 3. | The Grantee shall have the non-exclusive right to operate a public bus service on the routes which are specified in the Schedule of Routes order for the time being in force. | Routes Order |
| 4. | This franchise is granted for the period from and including the Commencement Date until 04:00 Hours 1 March 2027 and such period may be extended under section 6(2) or (3) of the Ordinance. | Franchise Period |
| 5. | For the purposes of section 8 of the Ordinance, a majority of the directors of the Grantee shall be ordinarily resident in Hong Kong irrespective of their nationality. | Residential requirement |

PART II

GENERAL

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| 6. | The Grantee shall, if requested by the Financial Secretary, take such steps as are necessary and reasonable to have and to continue to have its shares listed on the Stock Exchange Company as defined in section 1 of Schedule I to the Securities and Futures Ordinance (Cap. 571). | Grantee's shares to be listed on the Stock Exchange Company |
| 7. | <p>(1) The Grantee shall, as far as practicable, acquire, provide, adopt, maintain, or modify to the satisfaction of the Commissioner such safety or service enhancement facilities, installation, fixtures, fittings, apparatus or equipment on its buses as may be reasonably required by the Commissioner after consultation with the Grantee.</p> <p>(2) Subject to Clauses 9 and 10, the Grantee shall acquire, provide, adopt, maintain, modify or remove to the satisfaction of the Commissioner such Facilities as may be reasonably required by the Commissioner after consultation with the Grantee.</p> | Provision of the Facilities etc. |

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| 8. | Subject to Clauses 9 and 10, the Grantee shall acquire, provide, adopt, maintain, modify or remove to the satisfaction of the Commissioner such canteens, washrooms and toilets for its employees and the employees of any Other Grantee as the Commissioner considers appropriate after consultation with the Grantee. | Provision of canteens, washrooms and toilets |
| 9. | <p>(1) The Commissioner may, after consultation with the Grantee, direct in writing that for a specified period with effect from a specified date the Grantee shall share or permit the sharing of the use of any or all of the bus stops, terminal points, termini, Facilities (other than those provided on-bus), canteens, washrooms and toilets acquired, provided or adopted by the Grantee or any Other Grantee whether under this or any other franchise, as the case may be.</p> <p>(2) The Commissioner may, after consultation with the Grantee, direct in writing that with effect from a specified date the Grantee shall cease using, vacate or remove any bus stops, terminal points, termini and Facilities which are or have been used by the Grantee under this or any other franchise and which are not required for use by the Grantee for the Bus Service.</p> <p>(3) The Commissioner may, after consultation with the Grantee, direct in writing that with effect from a specified date the Grantee shall:–</p> <p style="padding-left: 40px;">(a) make available and transfer the Grantee’s whole right, title and interest in the Facilities (other than those provided on-bus) acquired, provided or adopted by the Grantee under this or any other franchise to any Other Grantee; and</p> <p style="padding-left: 40px;">(b) accept the transfer of and assume responsibility for any facilities (other than those provided on-bus) which are used by any Other Grantee and which are to be transferred to the Grantee by virtue of a direction given by the Commissioner to any Other Grantee under the provisions of any other franchise with similar effect to Clause 9(3)(a).</p> <p>(4) In the event that the Commissioner makes a direction:–</p> | Shared use of bus stops etc. |

- (a) under Clause 9(1), the Grantee shall negotiate in good faith with the concerned Other Grantee to reach agreement as to maintenance responsibilities and the fair and equitable apportionment on the expenses of maintaining the Facilities (other than those provided on-bus), canteens, washrooms and toilets between the Grantee and the Other Grantee; and
 - (b) under Clause 9(3)(a) or (b), the Grantee shall negotiate in good faith with the concerned Other Grantee to reach agreement as to a fair and equitable price for acquiring or providing the facilities or Facilities (other than those provided on-bus).
 - (5) In the event that the Grantee and the concerned Other Grantee fail to reach agreement under Clause 9(4)(a) or (b) within a reasonable time to be specified by the Commissioner, the Grantee and the concerned Other Grantee shall enter into an agreement on what the Commissioner may determine to be a fair and equitable apportionment or price for the purpose of Clauses 9(4)(a) and (b).
10. (1) No Facilities, installation, fixtures, fittings, apparatus or equipment shall be constructed, erected, installed or permitted at, on or in any bus stops, terminal points, termini or buses without the prior approval in writing of the Commissioner. The Commissioner may require the Grantee to remove any Facilities, installation, fixtures, fittings, apparatus or equipment which are constructed, erected, installed or permitted in contravention of this Clause. Approval of Commissioner required in connection with the Facilities, canteens, washrooms and toilets
- (2) No canteens, washrooms or toilets referred to in Clause 8 shall be constructed, erected or installed nor shall any structural alteration or change in use be made thereto without the prior approval in writing of the Commissioner.
11. (1) The Grantee shall not for the purposes of advertising, sponsorship or commercial promotion use or permit the use of, the Facilities, canteens, washrooms and toilets of the Grantee or any Other Grantee without the prior approval in writing of the Commissioner (such approval shall not be unreasonably withheld). Advertising, etc
- (2) Any agreement or arrangement in respect of any advertising, sponsorship or commercial promotion entered into by the Grantee with the prior approval in writing of the Commissioner under Clause 11(1) above shall be and be made subject to the terms and conditions of this franchise.

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| 12. | The Commissioner may by notice in writing direct the Grantee to use such terminal points or termini and facilities which will be made available by Government at no cost to the Grantee for the purposes of parking and turn-around of buses used by the Grantee on any of the specified routes. | Government to provide parking facilities at terminal points |
| 13. | <p>(1) Subject to Clause 13(3), the Grantee shall, at such place as the Commissioner may direct in writing, make available free of charge for inspection by members of the public a copy of the Schedule of Routes order for the time being in force and any notice given under section 15 of the Ordinance.</p> <p>(2) Subject to Clause 13(3), the Grantee shall cause to be displayed free of charge for viewing by members of the public in a conspicuous place:–</p> <p style="padding-left: 40px;">(a) at each terminal point or terminus of a specified route; and</p> <p style="padding-left: 40px;">(b) at such bus stops as may be specified by the Commissioner</p> <p style="padding-left: 40px;">information on the location of the bus stops and the fares and timetables applicable to the bus service on such specified routes.</p> <p>(3) The Grantee shall provide the information mentioned in Clause 13(1) and 13(2) above in such form and manner, by such means, and at such times as may be reasonably required by the Commissioner, after consultation with the Grantee.</p> | Display of routes and fares |
| 14. | <p>(1) The Grantee shall make available to the public, in relation to the bus service on each specified route, the following information:–</p> <p style="padding-left: 40px;">(a) the bus fares;</p> <p style="padding-left: 40px;">(b) the route and timetable;</p> <p style="padding-left: 40px;">(c) the location of bus stops, journey time and any other related information, as may be reasonably required by the Commissioner after consultation with the Grantee</p> <p style="padding-left: 40px;">in such form and manner, by such means and at such times as may be specified from time to time by the Commissioner.</p> | Making available information on specified route, etc. |

- (2) The Grantee shall make available to the public the information referred to in Clause 14(1)(a) to (c) above for free or for a fee not exceeding that determined by the Commissioner.
 - (3) The Grantee shall also make available to the public, the information referred to in Clause 14(1)(a) to (c) above on the Grantee's website and through readily accessible common web browsers as may be reasonably required by the Commissioner after consultation with the Grantee.
15. (1) The Grantee shall, to the satisfaction of the Commissioner, make appropriate arrangements including the establishment of Passenger Liaison Groups to liaise, communicate with and receive opinions of the public for the purpose of assessing and improving standards of the Bus Service. Passenger Liaison Groups
- (2) The Grantee shall, to the satisfaction of the Commissioner, provide the Passenger Liaison Groups with reasonable facilities for meetings including venues, postage and stationery, as they may require from time to time.
 - (3) The Grantee shall promulgate such rules for membership and meetings of the Passenger Liaison Groups, rules for attendance by officers of the Transport Department as observers, terms of reference of the Passenger Liaison Groups and, without limitation, such other terms relating to the Passenger Liaison Groups, their members or constitution as the Commissioner may direct or approve in writing. Any officer of the Transport Department may attend the meetings of the Passenger Liaison Groups as an observer.
 - (4) The Grantee shall use its reasonable endeavours to facilitate meetings of each of the Passenger Liaison Groups at least once every two months or as and when the Commissioner may reasonably require for the purpose of making proposals for maintaining or improving standards relating to the Bus Service.
 - (5) The Grantee shall report to the Commissioner, at least once every two months or as and when directed by the Commissioner, the details of passenger liaison arrangements made by the Grantee, the proposals made by the Passenger Liaison Groups and implementation of those proposals.

- (6) The Grantee shall waive and forego all rights to sue each member or observer of the Passenger Liaison Groups in respect of any statement defamatory of the Grantee made by him during a meeting of a Passenger Liaison Group or in any communication published only to the members of a Passenger Liaison Group or to any officer of the Transport Department attending any such meeting as an observer in respect of the Bus Service unless such statement is made maliciously.
16. (1) The Grantee shall to the satisfaction of the Commissioner make appropriate arrangements to conduct passenger satisfaction surveys in such form and manner, by such means and at such times as may be reasonably required by the Commissioner, after consultation with the Grantee. Passenger satisfaction
- (2) (a) The Grantee shall publish
- (i) its passenger service pledge setting a reasonable time frame for responding to complaints and suggestions from the public; and
- (ii) the achievement rate of its passenger service pledge under Clause 16(2)(a)(i) above.
- (b) The Grantee shall respond to complaints and suggestions referred to the Grantee by the Commissioner at such times and in such manner as may be reasonably required by the Commissioner after consultation with the Grantee.
17. (1) The Grantee shall furnish the Commissioner, on or before 15 January each year in such form as the Commissioner may specify from time to time, with information on:– List of premises and maintenance facilities
- (a) premises provided and maintained by the Grantee under section 19 of the Ordinance as at 31 December of the preceding year; and
- (b) facilities provided by the Grantee and their locations as at 31 December of the preceding year for the construction, repair and maintenance of the buses and other vehicles used or kept by the Grantee for the purposes of or in connection with this franchise.
- (2) The Commissioner may, after consultation with the Grantee, from time to time direct by notice in writing to the Grantee the manner in which the Grantee is to use any of the specified premises provided and maintained by the Grantee under section 19 of the Ordinance.

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| 18. | The Grantee shall, as and when directed by and to the satisfaction of the Commissioner:– | Provision of control centre and contingency arrangement |
| | <ul style="list-style-type: none"> (a) provide and maintain for the purpose of regulating, controlling and directing bus movements a control centre which shall be:– <ul style="list-style-type: none"> (i) situated at such location as the Commissioner may direct; and (ii) manned at all times by competent personnel of the Grantee; (b) provide and maintain at all times direct communication links between the control centre and the emergency contact point of the Transport Department designated by the Commissioner; (c) design a contingency plan to meet any exigency that may arise in respect of the Bus Service and shall promptly carry out the measures contained in the contingency plan when such exigency arises; and (d) provide assistance, including sending competent personnel to attend the emergency control centre of the Transport Department. | |
| 19. | <ul style="list-style-type: none"> (1) The Grantee may provide, or permit the provision of, ancillary or add-on services subject to prior approval in writing of the Commissioner. (2) The Grantee shall provide such ancillary or add-on services as may be reasonably required by the Commissioner for the purpose of the Bus Service after consultation with the Grantee. | Provision of ancillary and add-on services |

PART III

FINANCIAL

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| 20. | In this Part, unless the context otherwise requires:– | Definitions in Part III |
| | <p>“Appointed Actuary”
means an actuary who</p> <ul style="list-style-type: none"> (a) has the qualifications as prescribed for the appointment of actuaries under the Insurance Companies (Actuaries’ Qualifications) Regulations (sub. leg., Cap. 41); and | |

- (b) is in practice with a firm providing actuarial consultancy services in Hong Kong;

“Contingency Fund”

means all contingency funds provided or to be provided by the Grantee for meeting its liabilities including without limitation those for third party risks in respect of the Bus Service but excluding any contingency funds for any loss of revenue due to any cause whatsoever;

“Fair Market Value” of any of the Fixed Assets

means the market price at which the assets could be acquired in a transaction at arm’s length between persons that are not Related Parties;

“Fixed Assets”

means:—

- (a) land, buildings, furniture, fixtures and fittings, buses, coaches and other motor vehicles, plant, machinery and equipment;
- (b) other fixed assets;
- (c) all assets mentioned in (a) and (b) which are in the course of construction or in transit; and
- (d) payments on account of all assets mentioned in (a), (b) and (c)

in which the Grantee has any right, title or interest (including assets acquired through finance leases) and which are used or to be used or kept or to be kept by the Grantee for the purposes of or in connection with the Bus Service;

but excludes stores and spares including but not limited to items which have not been used but may form part of any buses, coaches or other motor vehicles, plant, machinery and equipment which are used or to be used or kept or to be kept by the Grantee for the purpose of or in connection with the Bus Service, irrespective of the amount of the unit cost of each item;

“Funds”

means both the Contingency Fund and the Pension Fund unless the Commissioner determines otherwise;

“Gross Revenue”

means the total income or revenue of the Grantee derived or arising from or connected with the Bus Service, which, for the

avoidance of doubt, includes inter alia:–

- (a) revenue of the Grantee from fares directly or indirectly appertaining to the Bus Service;
- (b) income derived or realised directly or indirectly from Fixed Assets including but not limited to rents, advertising and private hire;
- (c) interest on cash and bank balances of the Grantee consisting of or representing funds derived or arising from the Bus Service;
- (d) income derived or realised directly or indirectly from any investment or commercial transactions, other than from Fixed Assets, made by the Grantee of funds derived or arising from the Bus Service;
- (e) income or revenue derived by the Grantee from any transaction, operation, business or activity connected with or otherwise related or ancillary, whether directly or indirectly to the Bus Service; and
- (f) currency gains realised by the Grantee in or in connection with:–
 - (i) the acquisition of Fixed Assets, stores and spares;
 - (ii) the making and maintenance of provision for payment of emoluments for staff engaged in the Bus Service;
 - (iii) deposits in foreign currency accounts of funds derived or arising from the Bus Service; and
 - (iv) other transactions which are directly related to the Bus Service,

but excludes capital gains or capital receipts of the Grantee derived or arising from or connected with the disposal of any right, title or interest in land;

“Pension Fund”

means the fund or funds provided or to be provided by the Grantee for the payment of employees’ pensions or other retirement benefits in respect of employees engaged directly or indirectly in the operation of the Bus Service;

“Service-Related Expenditure”

means the total expenditure of the Grantee incurred or arising

from or connected with the Bus Service, which, for the avoidance of doubt, includes inter alia:–

- (a) operating costs directly or indirectly incurred by the Grantee appertaining to the operation of the Bus Service and contributions to the Funds required in accordance with the assessment made by the Appointed Actuary;
- (b) depreciation as charged in accordance with Clause 21;
- (c) expenditure in establishing and maintaining public liaison and arranging for passenger satisfaction surveys in accordance with Clause 15 and 16(1); and
- (d) currency losses suffered by the Grantee in or in connection with:–
 - (i) the acquisition of Fixed Assets, stores and spares;
 - (ii) the making and maintenance of provision for payment of emoluments for staff engaged in the Bus Service;
 - (iii) deposits in foreign currency accounts of funds derived or arising from the Bus Service; and
 - (iv) other transactions which are directly related to the Bus Service,

but excludes:–

- (A) capital losses of the Grantee derived or arising from or connected with the disposal of any right, title or interest in land;
- (B) capital expenditure incurred in or arising from or connected with the Bus Service (other than that provided in sub-paragraph (d)(i) above);
- (C) any amount of over-provisioning in the accounts of the Grantee; and
- (D) any amount of amortisation or depreciation effected (if any) in respect of any right, title or interest in land;

“Undertaking”
means:–

- (a) all the assets listed in Schedule I as the same is updated or revised in accordance with Clause 22(2); and

- (b) all Fixed Assets and stores and spares which have been acquired by the Grantee to be included in Schedule I but before the same have been included pursuant to Clause 22(2).

21. For the purpose of this franchise, the following practice shall be observed in the accounts of the Grantee:–

Depreciation
of Fixed
Asset

- (1) With effect from the Commencement Date, depreciation expenses of the Grantee's Fixed Assets shall be calculated at their costs of acquisition and by applying, on a straight-line basis, annual rates of depreciation derived from the useful lives, and subject to the residual values, as set out in the table below:–

<i>Fixed Assets</i>	<i>Useful Life for Depreciation</i>	<i>Residual Value</i>
Land	Not Applicable	Not Applicable
Buildings	(a)Permanent buildings:– 40 years	Nil
	(b) Other buildings:– Term of lease including extension or renewal period	Nil
Buses and coaches, other than light duty coaches	(a)New ¹ buses and coaches:– 12 years unless otherwise approved by the Commissioner	(a)\$7,000 for each single decker and \$10,000 for each double decker
	(b) Second-hand buses and coaches:- 12 years from the date of manufacture unless otherwise approved by the Commissioner	(b)\$7,000 for each single decker and \$10,000 for each double decker

¹ Means buses which have been acquired by the Grantee first hand

Light duty coaches	8 years	Nil
Other motor vehicles	8 years	Nil
Computers	5 years	Nil
Plant, machinery and equipment (other than computers), furniture, fixtures and fittings	8 years	Nil

- (2) When calculating the depreciation expenses of the Grantee's Fixed Assets, the cost of acquisition of the Fixed Assets shall be net of any subsidies received or receivable by the Grantee from the Government solely for the purpose of the acquisition of such Fixed Assets.
- (3) The cost of acquisition of Fixed Assets acquired through a finance lease shall be measured and depreciated in accordance with Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants and, where applicable, subject to the provisions in sub-clause (1) above.
- (4) When any Fixed Assets or part thereof are sold or otherwise disposed of or when compensation is received from insurers in respect of damage to or loss of any Fixed Assets or any part thereof, the difference between the proceeds and net book value will be deducted from or added to the Service-Related Expenditure, as the case may be.
- (5) For the purpose of Clause 21(4),
 - (a) Fixed Assets shall exclude land in respect of which the Grantee has any right, title or interest.
 - (b) Where the Fixed Assets comprise buildings which are sold or disposed of together with the land on which they stand, and it is impossible to ascertain which portion of the sale proceeds is attributable to such buildings alone, the Grantee shall provide a valuation report prepared by an independent surveyor on the Fair Market Value of such buildings as of the date of disposal. Such Fair

Market Value will be deemed to be the sale proceeds of the buildings for the purpose of Clause 21(4).

- (6) Depreciation of any Fixed Assets shall cease to be effected when the residual values as stipulated at Clause 21(1) have been reached.
 - (7) No amortisation or depreciation shall be effected in respect of any land comprised in the Fixed Assets. Such land shall be valued at cost of acquisition.
 - (8) Whether a building is to be regarded as a permanent building for the purpose of this Clause shall be determined by the Commissioner after having regard, inter alia, to the estimated useful life of that building, the unexpired period of the lease including any extension or renewal period, and land use zoning. If the Grantee disagrees with any determination of the Commissioner on what is or is not a permanent building for the purpose of this Clause, the Grantee and the Commissioner shall forward the point in disagreement to the Secretary for Transport and Housing who shall decide on the point having regard to the submissions of the Grantee and the Commissioner and such decision of the Secretary for Transport and Housing shall, subject to section 33 of the Ordinance, be final.
 - (9) The cost of any structural addition to a permanent or other building comprised in the Fixed Assets shall, from the date the addition is made, be depreciated in accordance with Clause 21(1) along with such permanent or other building (as the case may be) over the remainder of the useful life of that permanent or other building.
 - (10) The net book value of all Fixed Assets brought forward from any public bus franchise applicable to the Grantee immediately before the Commencement Date shall be depreciated in accordance with but over the remainder of the applicable useful life as stipulated in Clause 21(1).
22. (1) The Grantee represents that its Undertaking at the Commencement Date shall be as listed in Schedule I. Subject to Clause 22(3) and (4) and except for that part of the Undertaking listed in Schedule I which is held on short term tenancies, the Grantee shall maintain at all times during the franchise period its Undertaking sufficient to operate a proper and efficient public bus service on the specified routes in accordance with section 12(1) of the Ordinance.
- Grantee's Undertaking and restrictions on disposal

- (2) The Grantee shall provide in writing to the Commissioner an annual update of Schedule I within five months after the close of an accounting year.
- (3) The Grantee shall not without the previous written consent of the Commissioner assign, transfer, mortgage, charge, lease, grant option to lease, part with possession or otherwise dispose of the whole or any part of its Undertaking falling within the following description:—

- (a) land, buildings and buses, or
- (b) any other part of the Undertaking (except for plant, machinery, equipment, furniture, fixtures, fittings, motor vehicles (other than buses), stores or spares being disposed of with a view to replacement in the ordinary course of business), the disposal of which would result in an increase in the cost of the Bus Service

nor shall the Grantee without the previous written consent of the Commissioner cause or permit the forfeiture, surrender, loss, destruction or dissipation of its right, title or interest in the whole or any part of its Undertaking referred to in paragraphs (a) and (b) above. The Grantee shall observe and perform all the terms, conditions, covenants and provisions contained in any deed, agreement and other instrument under which the Grantee acquired the right, title or interest in the whole or any part of its Undertaking.

PROVIDED that:—

- (i) consent to any disposition of landed property may be withheld if the consequence of the disposition would be to increase the cost to the Grantee of acquiring, using, holding or maintaining the premises referred to in section 19 of the Ordinance; and
 - (ii) consent required under this Clause shall not be unreasonably withheld or delayed.
- (4) Without prejudice to the Ordinance and other provisions of this franchise, the Grantee shall not develop or cause or permit the development of any land or buildings forming part of its Undertaking or enter into any agreement to do so without the previous written consent of the Financial Secretary (which, subject to Clause 22(5), shall not be unreasonably withheld or delayed).
 - (5) Notwithstanding any other provisions herein, consent to any

disposition or development of any land or building under Clause 22(3) and (4) may be withheld by the Commissioner or the Financial Secretary if the consequence of the disposition or development of such land or buildings would be to increase the cost to the Grantee of acquiring, using, holding or maintaining premises referred to in section 19 of the Ordinance.

23. The Grantee shall not without the previous consent in writing of the Commissioner invest in or dispose of any securities, such consent shall not be unreasonably withheld or delayed. Investment in securities

24. (1) (a) The Grantee shall, at such times as the Commissioner may direct in writing, cause the Funds to be examined by an Appointed Actuary for the purpose of assessing possible under-provisioning or over-provisioning of the Funds. Contingency Fund and Pension Fund

(b) The Grantee shall provide such information and give access to such of its business and financial records as the Appointed Actuary may reasonably require.

(c) Any finding by the Appointed Actuary as to any under-provisioning or over-provisioning of the Funds shall be accepted as final and conclusive by the Grantee in the absence of manifest error.

(d) The Grantee shall, subject to the prior approval in writing of the Commissioner, write back such amount which is certified in an actuarial report prepared by the Appointed Actuary for the purpose of Clause 24(1)(a) to be over-provided in the Funds to the profit and loss account kept by the Grantee in respect of the Bus Service.

(2) The Grantee shall provide such information as the Commissioner may require in writing in respect of the Funds and their use within one month from the date of such request in writing by the Commissioner or within such other period as the Commissioner may reasonably require.

(3) (a) The balance of the Contingency Fund shall represent liabilities in the accounts of the Grantee and shall not contribute towards its distributable profit or accrue to the benefit of shareholders of the Grantee.

(b) Notwithstanding the expiry of this franchise and any other terms or provisions herein, the balance of the Contingency Fund shall remain a liability in the accounts of the Grantee and shall not contribute

towards its distributable profit or accrue to the benefit of shareholders of the Grantee and the balance of the Contingency Fund as at the expiry of this franchise, howsoever determined, shall be deposited with an authorised institution, other than a deposit-taking company, within the meaning of the Banking Ordinance (Cap. 155) as approved or directed from time to time by the Commissioner.

- (c) The Commissioner may within six months prior to the expiry of this franchise or within three months thereafter appoint a trustee or a custodian to hold the Contingency Fund after the said expiry of this franchise and may require the title to the Contingency Fund to be vested in the said trustee or custodian for a period of ten years from the date of expiry of this franchise (“the ten-year period”). In such event, the said trustee or custodian shall:—

- (i) hold the Contingency Fund in accordance with the terms and conditions as may be determined or approved by the Commissioner;
- (ii) apply the balance of the Contingency Fund to meet third party claims against the Grantee in accordance with the terms and conditions as may be determined or approved by the Commissioner; and
- (iii) distribute the remaining balance in the Contingency Fund (if any) at the expiry of the ten-year period to the shareholders of the Grantee whose names appear on the register of shareholders of the Grantee on the date when the Contingency Fund is vested in the said trustee or custodian.

- (d) For the avoidance of doubt, this Clause, in so far as it relates to the Contingency Fund, shall survive the expiry of this franchise until the date falling ten years thereafter.

- (4) The Grantee shall procure in such manner as it may be advised by the Appointed Actuary that the Pension Fund is held by an independent trustee under a retirement scheme registered under the Occupational Retirement Schemes Ordinance (Cap. 426) and, where applicable, the Mandatory Provident Fund Schemes Ordinance (Cap. 485).

25. (1) By virtue of section 13 of the Ordinance, the Chief Revenue and

Executive in Council may review the scale of fares to be charged for the Bus Service and may determine and adjust such scale of fares upward or downward at any time and from time to time during the Franchise Period as he deems fit. expenditure

- (2) Without derogation from the provisions of section 13 of the Ordinance and the powers conferred on the Chief Executive in Council thereunder, in making recommendations to the Chief Executive in Council for him to determine the scale of bus fares under the provisions of section 13 of the Ordinance, the Commissioner may have regard, inter alia, to:—
- (a) changes in Gross Revenue and Service-Related Expenditure since the last fare adjustment;
 - (b) forecasts of future Gross Revenue, Service-Related Expenditure, and return on average net fixed assets which takes into account net profit or loss and borrowing costs after tax attributable to the Bus Service;
 - (c) the need to provide the Grantee with a reasonable rate of return;
 - (d) public acceptability and affordability;
 - (e) the quality and level of the public bus service provided by the Grantee;
 - (f) changes in price of cost elements and improvement in productivity of the franchised bus industry; and
 - (g) total net profit of the Grantee derived or arising from or connected with its business of participating in the operation of the tour service.
- (3) In applying for an upward or downward adjustment to the fares applicable to its Bus Service, the Grantee shall take into account, inter alia, the factors specified in Clause 25(2)(a) to (g).

PART IV

MISCELLANEOUS

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| 26. | (1) | When acquiring new buses and setting specifications for such acquisition, the Grantee shall, as far as reasonably practicable:– | Environmentally friendly buses |
| | (a) | adopt the latest commercially available and proven technologies to reduce noise emissions; and | |
| | (b) | acquire the most environmentally friendly buses in terms of vehicle exhaust emission (with the ultimate objective of acquiring zero emission buses), that are technologically proven and commercially available | |
| | | taking into account feasibility in terms of operational and passenger service requirements and affordability for the Grantee and passengers. | |
| | (2) | The Grantee shall adopt, at such times and in such manner, such commercially available and proven technologies and products on its buses as the Commissioner may reasonably specify after consultation with the Grantee for the purpose of reducing exhaust and noise emissions in the operation of the Bus Service. | |
| 27. | (1) | The Grantee shall comply with all the provisions, stipulations and requirements set out in a Forward Planning Programme for the time being in force. | Forward Planning Programme |
| | (2) | If the Grantee fails to comply with any of the provisions, stipulations and requirements contained in a Forward Planning Programme, the Grantee shall, within such time as may be specified by the Commissioner, submit a report to the Commissioner with full details and the reasons for such failure. | |
| 28. | (1) | The Grantee shall | Operational records and information to be supplied to Commissioner |
| | (a) | provide to the Commissioner the information relating to and records kept by the Grantee in respect of the Bus Service in accordance with Schedule II; and | |
| | (b) | provide and maintain at such times and in such manner as may be specified by the Commissioner, including without limitation electronic means to enable the Commissioner to at all times access and directly retrieve the information and records referred to under Clause 28(1)(a). | |

- (2) The Grantee shall without delay provide in writing to the Commissioner such information as he may from time to time reasonably require for the purpose of assessing the financial position of the Grantee, including without limitation:—
- Financial information to be supplied to the Commissioner
- (a) accounting system manual and costing system manual used by the Grantee for the preparation of accounts for the Bus Service;
 - (b) procurement policies, procurement procedures and practice manual of goods and services relating to the Bus Service including but not limited to fuel, buses, spare parts, tyres and tubes, plant and machinery, repair and maintenance and cleaning services; and
 - (c) any information related to the calculation of net profits of the Grantee derived or arising from or connected with its business of participating in the operation of any tour service.
- (3) The Grantee shall provide in writing to the Commissioner with financial information for the purpose of assessing the financial position of the Grantee, including without limitation:—
- (a) annual audited financial statements prepared and certified by a Qualified Auditor within four months after the close of each accounting year;
 - (b) monthly management accounts (including profit and loss account, balance sheet and cashflow statement) in such form and manner as the Commissioner may specify within two months from the ending date of the period concerned or such longer period as the Commissioner may specify; and
 - (c) monthly report on the fuel price, fuel cost, fuel consumption, hedging contracts on fuel, in such form and manner as the Commissioner may specify, within two months from the ending date of the period concerned.

- (4) (a) Subject to the provisions of the Ordinance, this franchise and the accounting policies approved by the Commissioner under Clause 28(4)(b), the Grantee shall prepare and keep its accounts related to the Bus Service in accordance with the prevailing accounting standards and principles generally accepted in Hong Kong.
- (b) The Grantee shall, not later than three months before the end of each accounting year, submit for the approval of the Commissioner the accounting policies governing the accounts of the Grantee which are related to the Bus Service in the form and manner as the Commissioner may specify. Such approval shall not be unreasonably withheld or delayed. The Grantee shall comply with such accounting policies as approved by the Commissioner for keeping and preparing its accounts relating to the Bus Service. The Grantee shall not make any change to the accounting policies approved by the Commissioner hereunder without the prior written approval of the Commissioner. Such accounting policies are subject to the provisions of the Ordinance and this franchise, and unless agreed otherwise between the Grantee and the Commissioner, shall be in accordance with the prevailing accounting standards and principles generally accepted in Hong Kong.
- (5) Without prejudice to the generality of Clause 28(4), the Commissioner may give direction as to the criteria for apportionment of the Grantee's general administration costs between the Bus Service and the Grantee's other businesses.
- (6) The Grantee shall ensure that contracts that are material to the Bus Service shall be put out for open tendering as far as practicable. Where it is not practicable for open tendering, prior approval for not pursuing open tendering shall be sought from the Grantee's board of directors. The Grantee is also required to specify in any internal paper on procurement of services or goods or both whether or not the tenderers or suppliers and the Grantee are Related Parties.
- (7) The Grantee shall obtain approval from the Grantee's board of directors before awarding any contract that is material to the Bus Service to a Related Party of the Grantee save and except where such award is effected as a result of an open tendering process participated by any third party which is not a Related Party. In seeking the board of directors' approval to award a contract to a Related Party of the Grantee without going through an open tendering process,

the Grantee shall, in so far as practicable, provide relevant information to satisfy its board with supporting evidence that the terms and conditions of the proposed contract are no less favourable to the Grantee than those in a contract which might otherwise be entered into with a third party which is not a Related Party of the Grantee.

- | | | |
|-----|---|---|
| (8) | The Grantee shall procure and provide to the Commissioner financial information on all transactions which are related to the Bus Service made between the Grantee and any Related Party of the Grantee on an annual basis within five months after the close of each accounting year or as the Commissioner may from time to time require. | |
| 29. | <p>(1) The Grantee shall keep separate accounts for the Bus Service and its other businesses. The accounts of the Grantee which are related to the Bus Service shall be audited annually by a Qualified Auditor and published for the information of the public, in such form and manner as the Commissioner may from time to time require, within five months after the close of each accounting year.</p> <p>(2) The Grantee shall publish for the information of the public such records kept by the Grantee which are related to the Bus Service, in such form and manner as the Commissioner may from time to time require after consultation with the Grantee within five months after the close of each accounting year.</p> | Publication of accounts and operational information |
| 30. | <p>(1) Any notice in writing or other document to be given to the Grantee by the Chief Executive in Council, the Financial Secretary, the Secretary for Transport and Housing, Government or the Commissioner under or in relation to this franchise may be given under the hand of any duly authorised officer of Government and may be served by sending the same in a letter addressed to the registered office of the Grantee.</p> <p>(2) Any notice in writing or other documents to be given to the Chief Executive in Council, the Financial Secretary, the Secretary for Transport and Housing, Government or the Commissioner by the Grantee under or in relation to this franchise may be served by sending the same in a letter to the Commissioner.</p> | Notices |
| 31. | All meetings of the board of directors of the Grantee shall be held in Hong Kong unless all the directors of the Grantee unanimously agree to have a meeting elsewhere. | Board meetings in Hong Kong |
| 32. | (1) Without derogation from any provisions of the Ordinance, | Mid-term |

this franchise will be subject to review at any time and from time to time by the Commissioner during the Franchise Period starting from and including 1 March 2021. For this purpose, the Grantee shall comply without delay with all reasonable requests by the Commissioner and afford such assistance and co-operation in all respects to facilitate the conduct of the review as the Commissioner may reasonably require. review

(2) Without prejudice to the generality of Clause 32(1) and any other provisions of this franchise, the Grantee shall, for the purpose of this Clause:–

(a) upon request by the Commissioner, provide without delay to the Commissioner such information as may be reasonably required; and

(b) appoint a person with such qualification or experience as the Commissioner may from time to time require to examine such aspects of the Bus Service as he may reasonably direct.

(3) During the period of such review, the Commissioner may consult with and receive written submissions or recommendations from such persons as he sees fit.

33. The Grantee shall publish its code on corporate social responsibility within six months from the Commencement Date and, annually thereafter:– Corporate social responsibility

(a) publish the achievement of individual items contained therein; and

(b) review and update its content for the purpose of continuous improvement.

34. The Grantee shall, throughout the Franchise Period, submit to the Commissioner annually a report prepared by a Qualified Auditor or a Certification Body certifying that the Grantee has put in place internal control systems and procedures which are adequate to enable, as far as practicable, the Grantee to measure and record, in all material respects, its operation statistics and other information to ensure that such statistics and other information which may be required by the Commissioner under the Ordinance or this franchise are accurate in all material respects and if the Qualified Auditor or Certification Body forms the view that those control systems and procedures are not adequate, the nature and extent of such inadequacies.
- System audit

Dated this day of September 2015

COUNCIL CHAMBER

Clerk to the Executive Council

SCHEDULE I
 Clause 22(1)
Grantee's Undertaking
(as at 1 March 2017)

1. *Buses*

(A) Requirement		Operating Requirement	Number of Buses Required in Fleet
(i)	For operating the Bus Service	105	
(ii)	Total requirement for operating the Bus Service based on 85% availability		124

(B) The requirement for buses in paragraph 1(A) above will be represented by:

Bus Fleet	Number	Average Age (year)	Estimated Written Down Value (HK\$)	Nature of Interest
Air-conditioned Single Deck	114	8.26	66,035,774	Wholly owned
Air-conditioned Double Deck	10	1.30	25,690,889	Wholly owned
	124	7.70	91,726,662	

2.	<i>Land and Buildings</i>	Estimated Written Down Value (HK\$)	Nature of Interest
(A)	<i>Depots</i>	11,455,581	
	(1)Bus Depot at Mui Wo CX603	1,397,057	Short term tenancy commencing on 1 September 1987 with a term of 5 years certain and thereafter yearly.
	(2)Bus Depot at Siu Ho Wan CX1367	10,058,524	Short term tenancy commencing on 1 September 1998 with a term of 3 years certain and thereafter quarterly.
(B)	<i>Bus Parking Areas</i>		
	(1) Pui O DD316	114,399	Wholly owned
(C)	<i>Regulator Kiosks</i>	-	
	(1)Ngong Ping Bus Terminus CX1167	-	Short term tenancy commencing on 1 November 1993 with a term of 3 years certain and thereafter quarterly.
	(2)Mui Wo Bus Terminus CX0369	-	Short term tenancy. 3 years certain before 1987 and thereafter quarterly.
	(3)Tai O Bus Terminus CX1154	-	Short term tenancy commencing on 1 November 1993 with a term of 3 years certain and thereafter quarterly.

(D)	<i>Staff quarter</i>	1,598,816	
	(1)DD313, Lot 269, 171, Tai Ping St., G/F., Tai O, Lantau Island	277,438	Wholly owned
	(2)5, Tai Tei Tong, G/F – 2/F., Mui Wo, Lantau Island	1,321,378	Wholly owned
(E)	<i>Office</i>	172,740	
	(1)10, Mui Wo Ferry Pier Road, Silver Centre, Shop D, G/F & cockloft	172,740	Wholly owned
3.	<i>Plant and Machinery</i>	Estimated Written Down Value (HK\$)	Nature of Interest
		272,340	Wholly owned
(A)	Brake tester, brake motor rollers and cover plate, kingpin gauge		
(B)	Hot water high pressure cleaner		
(C)	Trolley jack, transmission jack, air-wrench		
(D)	Engine cleaning machine		
(E)	Pneumatic riveter machine		
(F)	Hand tools		
(G)	Fuel injector tester, headlight tester		
(H)	Lubricator system		
(I)	Smoke tester		

4. <i>Other Fixed Assets</i>		Estimated Written Down Value (HK\$)	Nature of Interest
(A)	Other vehicles	193,485	Wholly owned
	(1) Patrol van		
	(2) Support van		
	(3) Truck		
(B)	Computers	649,599	Wholly owned
(C)	Cash & Coin counting facilities	67,718	Wholly owned
(D)	Fare boxes	352,215	Wholly owned
(E)	Furniture and Fixtures	429,035	Wholly owned
(F)	Passenger facilities (kiosks, shelters and chairs)	793,289	Wholly owned
(G)	Mobile radio system	-	Wholly owned
(H)	CRT	-	Wholly owned
(I)	LED Routing Display	1,291,947	Wholly owned
(J)	VDO (black box)	30,599	Wholly owned
(K)	Speed laser gun	3,659	Wholly owned
(L)	Octopus	387,912	Wholly owned
(M)	Bus stop announcement system	847,561	Wholly owned
(N)	CCTV	188,629	Wholly owned
(O)	Breath Alcohol Analyzer	2,005	Wholly owned
(P)	Road Speed Limiter	6,000	Wholly owned
(Q)	Officer Equipment (laminating machine, fax machine & shredder)	110,625	Wholly owned
5. <i>Others</i>		Estimated Written Down Value (HK\$)	Nature of Interest
	Stores and Spares	10,040,000	Wholly owned

SCHEDULE II

Information and Records Relating to the Bus Service to be Kept and Provided by the Grantee under Clause 28(1)

<u>Item</u>	<u>Records and Information</u>
(a)	the number of passengers carried on every day on each specified route.
(b)	the number of passengers boarding and alighting at bus stops and the occupancy of buses when leaving each of the stops at hourly interval on each specified route as reflected from the survey hereinafter mentioned. For the purpose of this Clause, the Grantee shall conduct at least once in each year surveys on a weekday, a Sunday and a public holiday where applicable, other than a day on which the storm signal Number 8 (or higher) or a black rainstorm warning is issued.
(c)	the number of passengers and the occupancy of buses when leaving such stops at half-hourly interval on any of the specified routes as the Commissioner may specify.
(d)	the number of buses in use on each specified route on every day and the carrying capacity of each of such buses for the purpose of or in connection with this franchise.
(e)	the journey time for journeys between terminal points on each specified route as reflected from the survey hereinafter mentioned. For the purpose of this Clause, the Grantee shall conduct surveys at such times and in such manner as the Commissioner may specify.
(f)	(i) the scheduled and actual departure time of each journey on every day on each specified route, where the scheduled departure time refers to the time when the journey departs from the terminus in accordance with the Schedule of Service of each specified route. (ii) the actual departure time of adjusted journey departs from the designated stop.
(g)	the number of scheduled journeys, actual journeys and additional journeys operated by the Grantee on every day on each specified route in each of the periods of a day specified by the Commissioner, where the number of scheduled journeys refers to the number of journeys that shall be operated by the Grantee in accordance with the Schedule of Service of each specified route.
(h)	the number of scheduled journeys that the Grantee fails to operate on every day on each specified route due to vehicle breakdown, vehicle shortage, driver shortage, traffic congestion, accidents, inclement weather, public events, redeployment of buses and others, or any other categorisation of reasons as specified by the Commissioner.
(i)	the carrying capacity and technical specifications of buses kept by the Grantee for the purpose of or in connection with this franchise in each calendar month.
(j)	the number of buses of each bus type and other vehicles used and the number of buses ordered by the Grantee for the purpose of or in connection with this franchise

in each calendar month.

- (k) the number of journeys and total kilometres travelled with breakdowns of revenue-generated kilometres and non-revenue-generated kilometres on each specified route on every day.
- (l) the number of bus driver duties scheduled to operate all specified routes in accordance with the Schedule of Service on a day required by the Commissioner and the percentage of bus drivers, selected on the sample size as specified by the Commissioner, in compliance with the guidelines on arrangements in relation to working hour and rest time of bus drivers issued by the Commissioner after consultation with the Grantee.
- (m) the number of bus drivers at the end of each calendar month required and available to operate all specified routes in accordance with the Schedule of Service; and the surplus or shortage of bus drivers.
- (n) the total number of bus drivers resigned, retired, separated with other reasons, newly recruited and re-employed in each calendar month.
- (o) the daily receipts from the passengers carried on every day on each specified route.
- (p) the maintenance schedule of the buses.
- (q) the maintenance schedule of other vehicles and inventory of stores.

乘客意見調查摘要

(I) 城巴有限公司(香港島及過海巴士網絡專營權) (註 1)

服務表現範疇	好滿意 + 滿意	唔滿意 + 好唔滿意	沒有意見
1. 整體服務質素	87.9%	12.1%	0.0%
2. 巴士的舒適程度	85.3%	14.4%	0.3%
3. 巴士上的設施	91.2%	7.4%	1.4%
4. 乘客資訊	86.4%	11.8%	1.8%
5. 巴士服務的可靠性	70.5%	29.3%	0.2%
6. 車長的駕駛表現	92.5%	6.8%	0.7%
7. 職員的服務態度	91.9%	6.8%	1.3%
8. 在環境保護方面的表現	71.7%	16.6%	11.7%

註 1: 調查日期為 2013 年 11 月 19 日至 12 月 15 日。總受訪人數為 600 人，回應率約為 85%。

(II) 新大嶼山巴士(1973)有限公司(註 2)

服務表現範疇	好滿意 + 滿意	唔滿意 + 好唔滿意	沒有意見
1. 整體服務質素	87.5%	12.5%	0.0%
2. 巴士的舒適程度	85.4%	13.4%	1.2%
3. 巴士上的設施	89.0%	9.4%	1.6%
4. 乘客資訊	77.9%	16.8%	5.3%
5. 巴士服務的可靠性	72.4%	26.2%	1.4%
6. 車長的駕駛表現	89.2%	9.4%	1.4%

服務表現範疇	好滿意 + 滿意	唔滿意 + 好唔滿意	沒有意見
7. 職員的服務態度	87.3%	10.2%	2.5%
8. 在環境保護方面的表現	68.2%	13.0%	18.8%

註 2: 調查日期為 2013 年 11 月 19 日至 12 月 10 日。總受訪人數為 512 人，回應率約為 88.0%。

承襲在二零一二年批出的專營權條件及承諾

巴士服務水平

- 新專營權會賦權署長規定專營公司提供設施及裝置，以提升巴士安全及營造無障礙和便利長者的環境。具體措施如下：
 - (a) 訂定新購巴士的規格時，採用無障礙及便利長者和殘疾人士的設計。當中主要包括低地台和可供輪椅上落的設計、輪椅停放處連相關安全帶裝置、供有需要人士使用的優先座位、經改良的扶手設計、伸手可及的按鈴、報站系統，以及顯示終點站和路線編號的大型電子顯示屏；
 - (b) 提供可進一步加強安全的設施和裝置，例如防止或減低巴士潛在火警危險的設施和裝置、車速限制器、強化的巴士上層前排、在樓梯加設雙扶手、為無遮擋座位安裝安全帶、巴士出口加設車門關閉蜂鳴器及提示燈，以及輔助巴士倒車和監察出口情況的攝影機；
 - (c) 容許乘客攜帶已妥善摺合和不會對其他乘客構成危險的摺合式單車登車；
 - (d) 採取合適的安排，盡量確保巴士車廂內的二氧化碳濃度水平符合環境保護署當前的空氣質素指引；及
 - (e) 在新建有蓋巴士站盡量加設座位設施。

巴士服務的規管

- 新專營權會加強署長規管專營公司向乘客提供資訊的種類、形式和方法的權力，為乘客提供更多的資訊。

- 新專營權會加強對專營公司在財務和會計安排的規管。例如如何計算固定資產的折舊。

改善環境

- 新專營權會規定專營公司在合理可行的情況下，盡量購置以廢氣排放而言最為環保、且技術獲確認而市場上已有供應的巴士，最終目標為轉用零排放巴士。為進一步改善路邊空氣質素，兩間專營公司亦須調配低排放巴士(即符合歐盟四期或以上廢氣排放標準的巴士)行走環境保護署在中環、銅鑼灣及旺角劃設的低排放區。

城巴(專營權一)承諾實施的新票價優惠計劃

	巴士轉乘計劃的目標	節省金額	應付車費
1.	七項轉乘計劃用以提供更便捷的連接，提升港島區巴士網絡的效率： (i) 往來西區(堅尼地城)與東區(柴灣／小西灣)，總車費為 9 元 (ii) 往來南區(海怡半島／華貴／利東／深灣)與東區(柴灣／小西灣)，總車費為 9 元 (iii) 往來南區(海怡半島／華貴／利東／深灣)與東區(筲箕灣)，總車費為 8 元 5 角	1 元 6 角 - 5 元 2 角	8 元 5 角 - 9 元
2.	新增十二項計劃及調低一項現行的轉乘計劃的特惠票價，使城巴(專營權一)的新界過海路線，與同一專營權下以及與其有關聯的新世界第一巴士服務有限公司在九龍及港島的路線，享有更多轉乘路線選擇及更便捷的連接	1 元 5 角 - 8 元 8 角	9 元 3 角 - 28 元 3 角
3.	六項計劃用以減輕港島東區乘客的交通開支，以回應該區的長期訴求(例如：七條東區巴士路線的乘客可免費或以補付車費差額的方式，轉乘一條服務東華東院的路線)	2 元 - 5 元 1 角	3 元 4 角 - 10 元 4 角

	巴士轉乘計劃的目標	節省金額	應付車費
4.	兩項計劃用以為港島南區的乘客提供便捷的轉乘服務，以回應該區的長期訴求(例如：一條利東路線的乘客可免費或以補付車費差額的方式，轉乘一條服務置富花園的路線)	2 元 3 角 - 2 元 6 角	3 元 1 角 - 5 元 3 角
5.	三項計劃用以加強兩條機場路線與三條分別服務東區、灣仔區及南區的地區巴士路線之間的轉乘服務	1 元 2 角 - 6 元 1 角	40 元 - 45 元
	總數：31 項優惠計劃	1 元 2 角 - 8 元 8 角	3 元 1 角 - 45 元

票價優惠所涵蓋的巴士路線

(1) 城巴(專營權一)承諾提供票價優惠涉及的路線

(a) 42條城巴(專營權一)路線

路線	總站地點
1	跑馬地(上) - 摩星嶺
5B	堅尼地城 - 銅鑼灣(循環線)
5X	堅尼地城 - 銅鑼灣(威非路道)
8X	小西灣(藍灣半島) - 跑馬地(下)
10	北角碼頭 - 堅尼地城
11	中環(中環碼頭) - 渣甸山(循環線)
19	小西灣(藍灣半島) - 大坑道
25A	灣仔(香港會議展覽中心新翼) - 寶馬山(循環線)
70	中環(交易廣場) - 華貴
70P	石排灣邨公共運輸交匯處 - 中環(交易廣場)
72	華貴 - 銅鑼灣(摩頓臺)
72A	深灣道公共交通總站 - 銅鑼灣(摩頓臺)
77	田灣邨 - 筲箕灣
95C	鴨脷洲邨 - 置富花園(循環線)
96	利東邨 - 銅鑼灣(摩頓臺)
98	利東邨 - 香港仔(成都道)
99	海怡半島 - 筲箕灣
511	中環(中環碼頭) - 渣甸山(循環線)
592	海怡半島 - 銅鑼灣(摩頓臺)
780	柴灣(東) - 中環(中環碼頭)
780P	柴灣(興華邨) - 中環(中環碼頭)
788	小西灣(藍灣半島) - 中環(港澳碼頭)
930	荃灣(愉景新城巴士總站) - 灣仔北臨時公共運輸交匯處

路線	總站地點
930A	灣仔北臨時公共運輸交匯處 - 荃灣(愉景新城巴士總站)/荃灣西站公共運輸交匯處)
962	屯門(龍門居) - 銅鑼灣(摩頓臺)
962A	屯門(悅湖山莊) - 金鐘(力寶中心外紅棉路支路)
962B	屯門(置樂花園) - 銅鑼灣(摩頓臺)
962C	鰂魚涌 - 屯門(龍門居)
962P	屯門(龍門居) - 銅鑼灣(摩頓臺)
962S	屯門(置樂花園) - 銅鑼灣(摩頓臺)
962X	屯門(龍門居) - 銅鑼灣(摩頓臺)
X962	中環 - 屯門(龍門居)
967	天水圍北(天恩邨) - 金鐘(西)
967X	銅鑼灣(禮頓中心/摩頓臺) - 天水圍(天恩邨)
969	天水圍市中心 - 銅鑼灣(摩頓臺)
969A	天水圍市中心 - 金鐘(力寶中心)/軒尼詩道(菲林明道以西)
969B	天水圍市中心/嘉湖山莊(樂湖居) - 灣仔(軒尼詩道)
969C	鰂魚涌 - 天水圍(天頌苑)
969P	天水圍市中心 - 銅鑼灣(摩頓臺)
969X	天水圍市中心 - 銅鑼灣(禮頓中心)
973	尖沙咀(麼地道) - 赤柱
B3X	屯門市中心 - 深圳灣口岸

(b) 與17條新巴和城巴(專營權二)路線的跨公司轉乘優惠

路線	總站地點
2A	耀東邨 - 灣仔北臨時公共運輸交匯處
2X	筲箕灣 - 灣仔北臨時公共運輸交匯處
8	柴灣(杏花邨) - 灣仔北臨時公共運輸交匯處
8P	小西灣(藍灣半島) - 灣仔北臨時公共運輸交匯處
18P	堅尼地城(卑路乍灣臨時巴士總站) - 北角(健康中街)
18X	筲箕灣 - 堅尼地城(卑路乍灣臨時巴士總站)
78	黃竹坑 - 華貴邨(循環線)
590	海怡半島 - 中環(交易廣場)

路線	總站地點
694	小西灣 - 調景嶺公共運輸交匯處
720	西灣河(嘉亨灣)公共交通總站-中環(港澳碼頭)
720A	西灣河(嘉亨灣)公共交通總站 - 金鐘(循環線)
720P	太古城 - 中環(機利文街)
970	數碼港 - 蘇屋
970X	香港仔 - 蘇屋
971	石排灣邨公共運輸交匯處 - 海麗邨
A11	北角碼頭 - 機場(地面運輸中心)
A12	小西灣(藍灣半島) - 機場(地面運輸中心)

(2) 嶼巴承諾提供票價優惠涉及的路線

路線	總站地點
1	梅窩 - 大澳
2	梅窩 - 昂平
3M	梅窩 - 東涌臨時巴士總站
4	梅窩 - 塘福
11	大澳 - 東涌臨時巴士總站
21	大澳 - 昂平
23	昂平 - 東涌臨時巴士總站
A35	梅窩 - 機場(客運大樓)
N1	梅窩 - 大澳
N35	梅窩 - 機場(客運大樓)

新專營權內主要新條件的摘要

<u>條款</u>	<u>城巴(專營權一)及嶼巴新專營權內 主要新條件的細節</u>	
<u>城巴 (專營權一)</u>	<u>嶼巴</u>	
1	1	• 增訂「公開招標」的定義，訂明此為所有有興趣人士皆可參與的招標活動。 • 增訂「服務詳情表」的定義，訂明此為署長就巴士服務的每一條巴士路線發出的文件。該文件詳述每一條巴士路線的運作安排，包括但不限於路線、時間表、收費表、行程距離、行程時間、載運量及巴士種類。
7	7	增訂第(1)款，授權署長規定專營公司取得、提供、使用、維持或更改其巴士上的設施、裝設及裝置等，以加強安全及服務，包括為長者和殘疾人士提供無障礙設施。
9	9	修訂第(4)款，訂明如署長指示專營公司把任何巴士設施轉讓給另一專營公司，相關的專營公司須就轉讓設施的合理和公正價格，進行商議及達成協議。
14	14	修訂此條款，擴大署長規管專營公司向公眾提供巴士服務資訊的內容、形式及方法的權力。此條款特別規定，專營公司須在其網站和透過公眾可輕易取用的常見網絡瀏覽器提供服務資訊。

<u>條款</u>	<u>城巴(專營權一)及嶼巴新專營權內 主要新條件的細節</u>	
<u>城巴 (專營權一)</u>	<u>嶼巴</u>	
16	16	增訂第(2)款，規定專營公司公布服務承諾，列明回應公眾投訴及建議的合理時間，以及其乘客服務承諾的達標率。此外，此條款要求專營公司於指明時間內回應由署長轉介的投訴及建議。
21	21	• 修訂第(1)款，更清楚地訂明固定資產折舊年率的計算方法。此條款更特別訂明，署長可批准巴士有不同的折舊年期，以顧及日後或使用非柴油巴士(例如混合動力巴士、電動巴士)，可能有不同折舊年期的情況。 • 增訂第(2)款，就專營公司藉政府資助而購置的固定資產，訂明折舊計算方法。
21	21	• 修訂第(3)款，清楚訂明通過融資租賃方式而購置的固定資產，其購置成本及折舊應以由香港會計師公會發出的香港財務報告準則計算，但在適用情況下將受到第(1)款規定。 • 修訂第(7)款，訂明包括於固定資產內的任何土地不予攤銷或折舊。該土地應以購置成本估值。 • 修訂第(8)及(9)款並重新編號，更清楚地訂明樓宇結構加建物折舊的計算方法。 • 修訂第(10)款，反映專營公司在緊接此專營權生效日期前適用的任何公共巴士專營權內包含的所有固定資產的

<u>條款</u>	<u>城巴(專營權一)及嶼巴新專營權內 主要新條件的細節</u>	
<u>城巴 (專營權一)</u>	<u>嶼巴</u>	
		帳面淨值，應按第 21(1)款規定，在其可使用的剩餘期限折舊。
22	22	增訂第(4)及(5)款，加強規管專營公司出售、發展，或導致或容許他人發展屬其承諾中任何部分的土地或樓宇。
26	26	修訂此條款，規定專營公司經考慮營運可行性，以及專營公司和乘客的負擔能力後，購置就廢氣排放而言最為環保、且技術已獲確認而市場上已有供應的巴士。此條款修訂後亦反映專營公司應購置零排放巴士的最終政策目標。
28	28	• 修訂第(1)款及增訂附表 II，指明專營公司須向署長提供營運記錄及資訊，以及提供記錄及資訊的方法，以反映最新安排。第(9)及(10)款則相應刪除。 • 修訂第(3)(b)款，規定專營公司以署長指明的形式和方法，提供每月的管理帳戶資訊。 • 修訂第(6)款，規定專營公司盡可能在切實可行的情況下，所有較大型的採購合約須以公開招標進行。如未能或不會安排作公開招標，則須事先得到董事局批准。
附表 I	附表 I	更新專營公司的承諾以反映分別截至 2016 年 6 月 1 日及 2017 年 3 月 1 日的情況。
新附表 II	新附表 II	增訂新附表，指明專營公司就第 28(1)

<u>條款</u>	<u>城巴(專營權一)及嶼巴新專營權內 主要新條件的細節</u>	
<u>城巴 (專營權一)</u>	<u>嶼巴</u>	

條所指，須備存及提供與巴士服務有關的資訊及記錄。

對經濟的影響

城巴(專營權一)及嶼巴在二零一五年五月的平均每日總乘客量約為 60 萬人次，分別佔專營巴士及全港所有公共交通服務每日乘客量約 16%及 5%。批出為期十年的新專營權，有助兩間專營公司的長遠規劃、發展及投資，這可確保他們能夠繼續為市民提供可靠而有效率的巴士服務。一般市民，特別是港島區和大嶼山的居民，均會受惠於專營公司所推出的票價優惠計劃和其他改善措施。

對環境的影響

2. 為改善路邊空氣質素，專營權內有關購置新巴士的現有條件將會修訂，規定專營公司在考慮可行性，以及專營公司和乘客的負擔能力後，購置以廢氣排放而言最為環保、且技術獲確認而市場上已有供應的巴士(最終目標為購買零排放巴士)。

對可持續發展的影響

3. 批出新專營權，將確保城巴(專營權一)和嶼巴為乘客提供可靠而有效率的公共巴士服務，對社會的可持續發展實屬必須。



交通諮詢委員會
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張局長：

**城巴有限公司(香港島及過海巴士網絡專營權)
及新大嶼山巴士(1973)有限公司巴士網絡的新專營權事宜**

城巴有限公司(香港島及過海巴士網絡專營權)(下稱「城巴(專營權一)」)及新大嶼山巴士(1973)有限公司(下稱「嶼巴」)巴士網絡的專營權將分別於二零一六年六月一日及二零一七年三月一日屆滿。本委員會已在二零一四年六月二十四日和十二月三十日，以及二零一五年七月二十八日的會議上就新專營權事宜作出討論。本函載述本委員會向行政長官會同行政會議提出的意見。

考慮因素

本委員會在討論兩間專營公司的新專營權事宜時曾考慮多項因素，以向行政長官會同行政會議提出意見。這些因素包括：

- (1) 審批巴士專營權事宜的法例及規定；
- (2) 專營公司的服務表現；

(3) 市民對專營公司服務的意見；及

(4) 專營公司同意採納的新專營權條款及就服務和設施作出的承諾。

(1) 審批巴士專營權事宜的法例及規定

本委員會知悉《公共巴士服務條例》(香港法例第 230 章)訂明，行政長官會同行政會議可向公司批予年期不超逾十年經營公共巴士服務的專營權。專營公司在專營期內須維持達致運輸署署長滿意程度的適當而有效率的公共巴士服務。按一貫做法，專營公司如證明能夠提供適當而有效率的服務，並願意繼續投資經營巴士服務，可獲考慮批予為期十年的專營權，新專營權在現行專營權屆滿時開展。

(2) 專營公司的服務表現

本委員會注意到城巴(專營權一)及嶼巴在現行專營權分別自二零零六年及二零零七年開始以來，一直在可靠性、安全程度、服務水準和環保方面提供達致運輸署署長滿意程度的適當而有效率的公共巴士服務。兩間專營公司二零零八年過後並沒有加價。它們在現行專營權期間一直積極提升服務和重組路線以滿足乘客需求，並按乘客回饋安排撥出了合共約一億七千九百萬元提供票價優惠。此外，兩間專營公司願意繼續投資經營巴士服務，當中包括未來五年投資約七億七千萬元購置新巴士，以更換車隊。

(3) 市民對巴士服務的意見

運輸署於二零一三年十一月至十二月期間委託顧問公司就乘客對兩間專營公司服務的意見進行獨立調查。調查結果顯示，有 88% 的受訪者滿意兩間專營公司的整體服務質素。就乘客對環保表現及服務可靠性的滿意程度較低，本委員會知悉新專營權會規定專營公司盡量採購以廢氣排放而言最為環

保的新巴士，及調派低排放巴士(符合歐盟四期或以上廢氣排放標準的巴士)行走環境保護署劃設的低排放區。就服務可靠性而言，本委員會知悉城巴(專營權一)在二零一五年一月至五月的平均脫班率為 1.8%，與行業整體平均相若，而嶼巴的脫班率則更低。

(4) 新專營權條款及相關的服務設施承諾

本委員會知悉按一貫做法，政府會要求專營公司承襲過往最新頒出的專營權內的專營權條款及承諾，並會因時制宜及因應個別專營公司的營運情況及乘客需要，加入合適的新條款及要求專營公司作出合適的承諾。就此，城巴(專營權一)及嶼巴均同意全面採納在過往最新頒出三個專營權(即在二零一二頒出新世界第一巴士服務有限公司、龍運巴士有限公司及城巴有限公司(機場及北大嶼山巴士網絡)的專營權)下新增專營權條款及相關的服務設施承諾。這些條款及承諾主要關乎提升服務質素、加強乘客資訊、改善環境及加強政府的規管。

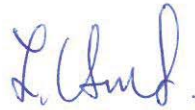
此外，本委員會注意到兩間專營公司進一步同意在乘客資訊、政府規管及票價優惠的三個範疇採納新增的專營權條款，及就推行具體措施作出承諾。在乘客資訊方面，兩間專營公司在新專營權展開後將會分階段引入實時巴士資訊系統，透過流動平台(包括電腦和智能電話程式)及在主要巴士站安裝的電子顯示屏，顯示巴士路線預計抵站時間。新專營權亦會加入條款進一步加強對巴士服務的規管，如就進行較大型的採購工作以及回覆乘客的投訴及意見的安排作規定等。

本委員會知悉城巴(專營權一)及嶼巴現時已合共提供 186 項的票價優惠，涵蓋超過九成的路線，每日共有約十三萬名乘客受惠。在新專營權下，城巴(專營權一)承諾增加 31 項票價優惠，嶼巴則會為經常乘搭南大嶼山十條主要巴士路線的乘客提供票價優惠，以切合個別地區的需要和回應區內乘客的長期訴求。

交諮會的意見

經考慮上述各項因素，本委員會支持政府的建議，在城巴(專營權一)及嶼巴現有專營權於二零一六及二零一七屆滿時批予為期十年的新專營權。

煩請政府將本委員會的意見轉交行政長官會同行政會議考慮。行政長官會同行政會議的決定公布後，本函所載本委員會的意見可向公眾發布。



交通諮詢委員會主席郭琳廣

二零一五年九月四日