

立法會參考資料摘要

《公共巴士服務條例》 (第 230 章)

九龍巴士(一九三三)有限公司 巴士網絡的新專營權

引言

2017 年 3 月 28 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》(《條例》)第 5 條，按載於附件 A 的條件批予為期十年的新專營權，授權九龍巴士(一九三三)有限公司(九巴)經營其巴士路線網絡。新專營權的有效期為 2017 年 7 月 1 日凌晨 4 時至 2027 年 7 月 1 日凌晨 4 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註冊公司¹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滿意程度的適當而有效率的公共巴士服務。

¹ 指任何已根據《公司條例》(第 622 章)或在《公司條例》(第 622 章)附表 9 第 2 條的生效日期之前不時有效的《公司條例》(第 32 章)註冊的公司。

3. 九巴的現有專營權將於本年 7 月 1 日屆滿。九巴已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，可獲批予為期不超逾十年的新專營權。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. 與此同時，當新鐵路在未來數年相繼落成通車後，專營巴士在公共交通服務的市場佔有率預期會進一步縮減。例如觀塘線延線於去年 10 月通車，在開通的首個月已令九巴服務黃埔及何文田一帶受影響巴士路線的總乘客量下跌約一成。未來，沙田至中環線預計在 2019 年及 2021 年分階段通車，在《鐵路發展策略 2014》下率先推展的三個新鐵路項目（即北環線及古洞站、屯門南延線及東九龍線）均在九巴網絡的服務範圍，九巴的市場佔有率將進一步收縮。而隨着人口老化增加，對九巴的長遠票務收入亦構成壓力²。

5. 為評估九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，以及審閱巴士公司定期提交的資料和公眾意見，定期檢視其服務表現。基於下文第 6 至 8 段所載述的評估，我們認為九巴一直提供適當而有效率的公共巴士服務。就投資於專營巴士營運的意願方面，我們留意到九巴將會繼續加強乘客設施和提供更多票價優惠，詳情載於下文第 9 至 12 段。隨着九巴在未來數年進入換車高峯期，九巴預計在未來五年需作出龐大投資，共涉及約 38 億元來購置 1 380 輛新巴士(佔目前車隊約 35%)，以更換舊巴士和進一步加強服務。經考慮各項因素後，行政長官會同行政會議決定向九巴批予新專營權，自現有專營權屆滿起生效，由 2017

² 專營巴士公司早於 1993 年起，藉「長者票價優惠計劃」為長者提供半價優惠。在該計劃下，專營巴士公司可獲豁免每年的車輛牌照費和發還政府土地的租金，以協助他們引入或繼續提供長者票價優惠。專營巴士公司須承擔經計入政府補貼後仍出現的票務收入差額。在 2012 年推出的「政府長者及合資格殘疾人士公共交通票價優惠計劃」（即「二元交通優惠計劃」）下，專營巴士公司仍需承擔其因在「長者票價優惠計劃」提供長者半價優惠所招致的餘下的票務收入差額（即全費及半價優惠間的差額），而政府只會發還二元票價與半價優惠間的差額予專營巴士公司。隨着人口老化及長者乘客量增加，在扣除政府補貼後，九巴在長者票價優惠方面的承擔額多年來一直上升，在 2015 年其所承擔的票務收入差額約為 3 億 1,000 萬元。九巴並預計其在未來 10 年的承擔額將逐年遞增。

年 7 月 1 日凌晨 4 時³至 2027 年 7 月 1 日凌晨 4 時，有效期為十年。

評估申請

(A) 服務表現

6. 截至 2016 年年底，九巴共有 3 916 輛巴士行走 384 條巴士路線。在 2007 年 8 月(九巴現有專營權開展日期)至 2016 年年底期間，九巴的平均脫班率為 3.7%。鑑於 2011 年和 2012 年的脫班率(分別為 8.0%和 4.6%)相對較高，九巴採取了一連串改善措施，令九巴在 2016 年的脫班率降至 1.5%的低水平，較同業平均 1.6%稍佳。按每百萬乘客人次計算，交通諮詢委員會(下稱「交諮會」)轄下交通投訴組每年平均接獲約 2.73 宗就九巴的投訴，較同期同業整體平均 3.52 宗為低。按每百萬行車公里計算，九巴巴士平均有 2.90 架次涉及意外，較同期同業整體平均 4.19 架次為低。截至 2016 年年底，九巴旗下車隊已有超過九成半的巴士屬低地台可供輪椅上落的巴士，以方便輪椅乘客；預期整個車隊在 2017 年年中均會屬低地台巴士。

7. 隨着本港鐵路網絡不斷擴展，九巴的每日平均載客量由 2007 年約 2 762 000 人次，輕微下跌至 2016 年約 2 705 000 人次。儘管如此，九巴一直與政府合作，致力透過推動巴士路線重組，以提高其營運和網絡效率。在 2007 年 8 月至 2016 年年底期間，在運輸署的協助下，九巴落實了 287 項服務改善措施⁴和 330 項服務重整措施⁵。值得注意的是，近年北區、大埔、屯門、元朗、沙田、青衣及九龍區的巴士路線曾進行「區域性模式」重組，即以整個地區而非個別路線為基礎，宏觀地檢視巴士服務，為社區帶來更大的整體效益。

8. 為收集乘客對九巴服務的整體意見，運輸署於 2015 年 11 月委託顧問進行獨立的意見調查。調查結果顯示 85%的受訪者滿意九巴的整體服務質素，調查結果摘要載於附件 B。在調查所涵蓋的八個服務表現範疇中，九巴在六個範疇中有逾 80%的受訪者表示滿意。兩個滿意程度相對較低的服務表現為環保表現及服務穩定性。就環保表現方

³ 現有專營期會在 2017 年 7 月 1 日的凌晨 4 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的巴士服務仍會繼續。新專營權會在現有專營權屆滿後隨即生效。

⁴ 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。

⁵ 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。

面，九巴巴士在購入時均已符合當時適用的法定廢氣排放標準(現時的標準為歐盟五期車輛廢氣排放標準)。截至 2016 年年底，九巴旗下車隊已有 51%的巴士屬歐盟五期巴士。隨着巴士替換計劃持續進行，達歐盟五期或更高的車輛廢氣排放標準的巴士比例，在三年後及五年後將分別上升至 73%和 87%。至於服務穩定性方面，從上文第 6 段所述九巴平均脫班率的改善情況可見，九巴已持續努力作出改善，並取得可觀成效。

(B) 新專營權的條件及承諾

承襲最新近批出專營權的條件及承諾和更新專營權條件

9. 按一貫做法，作為任何專營權談判的起步點，政府會要求潛在專營公司接受最新近批出專營權的條件，以及作出在該專營權下所有適用並涉及提升服務和設施的承諾。一般而言，通用及恆久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。

10. 就此，九巴將全面採納最新近批出的專營權的條件，即已於 2016 年 6 月 1 日生效的城巴有限公司(香港島及過海巴士網絡)專營權及已於 2017 年 3 月 1 日生效的新大嶼山巴士(1973)有限公司專營權。九巴亦會全面採納上述最新近批出專營權下關乎提升服務設施的承諾。附件 C 列出九巴在新專營權下就巴士服務、加強政府規管和改善環保表現方面的主要措施，當中包括承襲自最新近批出專營權的措施。

新專營權的新增條件及承諾

(i) 改善服務措施

11. 此外，政府在新專營權的商議中，亦曾要求九巴因應環境轉變和乘客需要，推出提升服務的新措施。就此，九巴已承諾在新專營權下推展下列關乎服務質素的措施 -

- (a) 在車廂內提供免費 Wi-Fi 服務：九巴將每年為約 500 部巴士配備 Wi-Fi 服務，並逐步在 2020 年年底前將配備 Wi-Fi 服務的巴士增至約 2 000 部(約佔九巴旗下車隊半數巴士)，供乘客免費在車廂內使用。為善用該等配備免費 Wi-Fi 服務的巴士，九巴將靈活調配該批巴士，主力服務車程較長或乘客量較高的路線，盡量滿足乘客需求；

- (b) 改善配套設施及候車環境：九巴將於新專營權期內，分階段提升使用量高的巴士總站和巴士轉乘站內的乘客設施，例如設置乘客服務站，為候車乘客提供免費 Wi-Fi 服務、路線查詢和八達通卡增值服務，並視乎個別地點的實際情況提供乘客洗手間；
- (c) 提升巴士站配套設施及安裝更多上蓋：政府在去年宣布向包括九巴在內的專營巴士公司提供資助，加快在有蓋巴士站安裝座椅及實時巴士到站資訊顯示屏。籌備工作進展良好，預計在 2019-20 年度，目前所有九巴的合適有蓋巴士站均會配備座椅及／或顯示屏。九巴亦會在新專營權期內，每年增設及翻新 20 個(即新專營權十年內合共 200 個)巴士站上蓋，包括研究以不同方法在過往受地理環境限制的地點增設上蓋。在可行情況下，九巴將為所有新設的上蓋配備座椅和實時巴士到站資訊顯示屏，以改善候車環境和方便乘客；
- (d) 與「香港乘車易」合作提供實時到站資訊：九巴現時已透過智能手機應用程式及網頁為乘客提供所有常規路線的實時巴士到站資訊，同時亦在主要巴士總站、巴士站和巴士轉乘站設置合共約 450 個顯示屏提供實時資訊。九巴將與運輸署合作，在運輸署的「香港乘車易」智能手機應用程式及網頁添置新功能，方便「香港乘車易」的使用者取得九巴路線的實時巴士到站資訊。相連的功能預計可於本年上半年內增設。運輸署亦正與其他專營巴士公司商討類似的合作安排；
- (e) 提供上層空座資訊：九巴會推行試驗項目，利用合適科技向位於車廂下層的乘客提供上層空座的實時資訊。此舉將減少乘客在上下層間不必要的上落。如試驗結果理想，九巴會逐步在旗下車隊採用；以及
- (f) 提升無障礙運輸及開辦社區醫院專線(即「H」線)：隨着人口老化，九巴擬展開測試，改裝現有超低地台巴士車廂的設計，讓下層可同時容納兩名使用輪椅的乘客。九巴預期可於本年年中陸續在數條獲選途經醫院的路線展開測試。視乎乘客意見，九巴會考慮增加配備雙輪椅空間的巴士數目。九巴亦擬開辦兩條「H」線，一條路線途經聯合醫院並來往油塘及順利，另一條路線則途經仁濟醫院和來往象山邨及荔枝角。行駛該兩條新路線的巴士車廂內將配備上述無障礙設施，方便這些社區的居民(特別是長者)前往該兩間醫院。新路線的建議詳情已載於本年度的巴士路線計劃內，並已提交予相關區議會討論。

(ii) 票價優惠

12. 九巴現時為乘客提供各式票價優惠(包括巴士轉乘優惠和分段收費等)，基本上涵蓋所有常規路線。在 2016 年，每日平均有約 63 萬名乘客人次受惠。九巴表示每年在各項巴士轉乘計劃下提供的優惠總額超過 3 億 6,000 萬元(2016 年全年車費收入則約為 66 億 5,000 萬元)。在新專營權下，九巴將推出下列票價優惠項目，令更多乘客受惠(各有待推出優惠項目的適用路線載於附件 D)：

(a) 推出全日制學生長途路線票價優惠計劃：九巴將推出全日制學生長途路線票價優惠計劃，為乘搭目前成人車資為 12 元或以上的九巴日間獨營路線的全日制學生提供即日回程半價票價優惠⁶。截至 2017 年 2 月，九巴共有 80 條路線符合此準則。優惠計劃將屬恆常措施，並會自新專營權生效日起(即本年 7 月 1 日)推出(施行約 6 個月後予以檢討，見下文第 16 段)；

(b) 增加轉乘優惠：

(i) 九巴與龍運巴士有限公司(龍運)已在新專營權開展前，自去年 11 月中起率先共同推出轉乘優惠，為龍運機場巴士路線(即「A」線)與九巴路線間轉乘的乘客提供轉乘票價優惠。在此優惠下，乘客可獲最高 6 元的折扣。此項優惠全年適用兼範圍廣泛，涵蓋九巴約 310 條獨營路線⁷及龍運 13 條「A」線；

(ii) 九巴將聯同香港電車有限公司提供轉乘優惠，令乘搭 23 條九巴獨營過海路線的乘客可在港島區免費轉乘電車。電車乘客在香港島轉乘該等九巴路線時，亦可享每程 2.3 元(即電車目前的成人單程票價)的車資折扣。九巴及香港電車有限公司計劃在本年中推出此項轉乘優惠；

⁶ 所有年齡介乎 12 至 25 歲，並在本港認可教育院校就讀全日制日間課程的學生均可享優惠。學生在乘搭現時成人車資為 12 元或以上的九巴日間獨營路線，並在同日回程時乘搭相同路線或同一組別路線，並以「學生身分」的個人八達通來繳付車資，在回程時便可享用半價的折扣優惠。在現行的車費等級下，任何新增路線若符合該車費水平，亦會納入該優惠計劃內。個別只提供單向服務的路線沒有類近的回程服務或回程路線的車費低於 12 元，現時未能納入此計劃內。

⁷ 不包括馬場路線、旅遊路線、特別路線(節日服務)和接駁大埔墟站的「K」線服務。

(iii) 在新專營權下，九巴將新增 13 項旗下路線間的轉乘優惠，涉及 80 條路線，令其網絡內的轉乘安排更完備。屆時，九巴的轉乘優惠計劃將增至約 190 項，使更多乘客受惠，尤其是新發展區及交通不便地區的乘客；及

(c) 統一跨區路線及穿梭路線的短途收費：目前，九巴某些跨區路線的終點站及車程雖然與穿梭路線相若，但在途經的主要幹道或轉乘站(如隧道收費廣場)所設的分段收費不一(或不設分段收費)。經政府及九巴研究後，九巴將於本年 7 月 1 日起，為 77 條出現上述情況的路線按目的地區域及車程分類，統一短途收費，以較低者為準，讓乘客可以相同票價享有更多路線選擇⁸。

(C) 其他事宜－利潤管制計劃

13. 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。根據一貫做法，利潤管制計劃均不適用於新專營權⁹。我們會根據《條例》第 5(3)(b)條，要求立法會藉決議使利潤管制計劃不適用於九巴新專營權。

批出新專營權的影響

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

⁸ 舉例來說，現時有四條九巴路線途經港鐵荃灣站前往荃威花園作終點站，但該車程的票價由 3 元 5 角至 6 元 4 角不等。九巴將統一該四條路線上述車程的分段收費，劃一為 3 元 5 角。另一例子是現時有 21 條沿屯門公路行走並途經屯門公路巴士轉乘站前往屯門區的九巴路線，九巴將統一該 21 條路線上述車程的分段收費，由 8 元 4 角至 18 元 4 角不等劃一為 8 元 4 角。

⁹ 在利潤管制計劃下，巴士票價訂於一個水平，讓巴士公司可收回成本並賺取某個利潤水平。准許收益設有上限。如巴士公司任何一年的盈利超逾准許收益的上限，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，彌補不足的利潤。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，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，當時的總督會同行政局於 1992 年 6 月決定，利潤管制計劃將不適用於此後批出的巴士專營權。

公眾諮詢

15. 政府在去年 1 月至 4 月期間就對九巴新專營權的要求進行公眾諮詢，共收到 135 份意見書，涵蓋服務質素、票價優惠及規管巴士服務等範疇。立法會交通事務委員會先後在去年 1 月 15 日及 6 月 21 日討論政府直接與九巴就新專營權進行談判的計劃和在公眾諮詢所收集的意見。我們已積極與九巴跟進公眾諮詢所收到的建議和意見，詳情請參閱附件 F。

16. 政府隨後在本年 1 月 20 日向立法會交通事務委員會匯報談判結果。該委員會備悉九巴將在新專營權下推出提升服務和票價的優惠措施。該委員會委員主要要求擴大學生票價優惠的適用範圍及就九巴路線提供月票。該委員會通過了四項主要涉及票價優惠和服務質素的議案¹⁰，政府其後已於本年 3 月 14 日就該四項議案向委員會作出書面回應(見立法會第 CB(4)699/16-17(01)號文件¹¹)。九巴近年雖受惠油價大幅下跌而錄得盈利，但基於巴士業種種中長期面臨的挑戰(特別是本港鐵路網絡不斷擴展)，我們在與九巴商討新專營權時，均以審慎及實事求是的態度進行，將票價優惠及服務改善承諾重點投放在可令更多乘客或特定群組受惠的範疇上，並確保可持續推行。我們一貫鼓勵公共運輸營辦商提供更多票價優惠，但由於公共交通服務均由私人營辦商按商業原則提供，基本上不獲政府資助，因此提供票價優惠須避免構成票價壓力，反過來影響基本票價。按此基本原則，我們會與九巴(及其他營辦商)繼續探討推出更多切實可行的票價優惠(包括月票)的可行性。我們亦會在全日制學生票價優惠施行約六個月後檢討該計劃，重點研究可否優化計劃的施行細節，以期惠及更多學生。至於其他就提升服務方面的訴求，我們會持續與九巴跟進。

17. 我們在去年 1 月 26 日、6 月 28 日及本年 2 月 16 日，就九巴新專營權事宜諮詢交諮會。交諮會支持向九巴批予為期十年的新專營權，其意見載於交諮會主席致運輸及房屋局局長的函件(見附件 G)。

¹⁰ 該四項議案在本年 1 月 20 日立法會交通事務委員會會議上提出。由於該次會議的議事時間不足，這些議案留待 2 月 24 日的會議上表決並獲委員通過。

¹¹ 該份文件可於立法會網頁存取(網址為 <http://library.legco.gov.hk:1080/record=b1194988>)。

宣傳安排

18. 新專營權文本會以一般公告形式刊憲，以供公眾查閱。我們會安排發言人回應傳媒查詢。

查詢

19. 若對本文內容有任何查詢，請與運輸署助理署長關翠蘭女士(電話號碼：2829 5210)聯絡。

運輸及房屋局

二零一七年三月二十八日

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 The Kowloon Motor Bus Company (1933) Limited (九龍巴士(一九三三)有限公司), a company registered under the Companies Ordinance, whose registered office is situated at 16/F, 9 Po Lun Street, Lai Chi Kok, Kowloon, 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 July 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 The Kowloon Motor Bus Company (1933) Limited (九龍巴士(一九三三)有限公司);

“Hong Kong”

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

“Kwai Chung Depot”

means the Grantee’s former bus depot situated at Kwai Chung KCTL 215 which was disposed of by the Grantee in 2005;

“Kwun Tong Depot”

means the Grantee’s former bus depot situated at Kwun Tong Inland Lot No. 240 which was disposed of by the Grantee in 2008;

“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 2016 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;

“TM80 Depot”

means the Grantee’s former bus depot situated at Tuen Mun Town Lot No. 80 which was disposed of by the Grantee in 2010; and

“West Kowloon Reclamation Depot”

means the Grantee’s bus depot situated at 100 Hing Wah Street, West Kowloon Reclamation which is leased from the Government under short term tenancy number KX2536.

- (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 (110 of 1997).
- (3) For the avoidance of doubt, unless there is express provision to the contrary, the Grantee shall at no cost to the 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 Clause 1(4)(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 July 2017 and with the provisions of the Ordinance. Franchise subject to performance of obligations, etc.
 - (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 July 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

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. (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. Provision of the Facilities, etc.
- (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.
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 an agreement as to maintenance responsibilities and the fair and equitable apportionment of 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 an 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 an 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 Clause 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.
- Approval of Commissioner required in connection with the Facilities, canteens, washrooms and toilets

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|---|--|
| <p>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).</p> <p>(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.</p> | <p>Advertising, etc.</p> |
| <p>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 the 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.</p> | <p>Government to provide parking facilities at terminal points</p> |
| <p>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.</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>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 (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> | <p>Display of routes and fares</p> |

14. (1) The Grantee shall make available to the public, in relation to the bus service on each specified route, the following information:
- Making
available
information on
specified
route, etc.
- (a) the bus fares;
 - (b) the route and timetable; and
 - (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 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.
18. The Grantee shall, as and when directed by and to the satisfaction of the Commissioner:
- Provision of control centre and contingency arrangement
- (a) provide and maintain for the purpose of regulating, controlling and directing bus movements a control centre which shall be:
 - (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. (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 (Cap. 41A); 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:

- (A) 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; and
- (B) any capital cost incurred prior to the dates specified below relating to modification or other works effected to or at any land or buildings forming part of the Grantee's undertaking as a result of or otherwise made necessary by reason of the disposal of the following depots:

<i>Depot</i>	<i>Specified Date</i>
Kwai Chung Depot	14 December 2005
Kwun Tong Depot	23 December 2005
TM80 Depot	17 December 2008

“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 the 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 Clauses 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-clause (d)(i) above);
- (C) any amount of over-provisioning in the accounts of the Grantee;
- (D) any amount of amortisation or depreciation effected (if any) in respect of any right, title or interest in land;
- (E) finance costs and depreciation charges in respect of such part of the construction costs of West Kowloon Reclamation Depot incurred prior to 11 February 2002; and
- (F) finance costs and depreciation charges in respect of the capital cost incurred prior to the dates specified below on relocation and modification work in connection with the disposal of the following depots:

<i>Depot</i>	<i>Specified Date</i>
Kwai Chung Depot	14 December 2005
Kwun Tong Depot	23 December 2005
TM80 Depot	17 December 2008

“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
Assets

- (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: 14 years unless otherwise approved by the Commissioner	\$100 for each bus or coach
	(b) Second-hand buses and coaches: 14 years from the date of manufacture unless otherwise approved by the	\$100 for each bus or coach

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

Commissioner

Light duty coaches	6 years	\$100 for each light duty coach
Other motor vehicles	6 years	Nil
Computers	5 years	Nil
Plant, machinery and equipment (other than computers), furniture, fixtures and fittings	7 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 Clause 21(1) above.
- (4) Notwithstanding any other provisions of this franchise, Clause 21(5) shall not apply to any of the construction or building costs referred to in Clause 21(12).
- (5) 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.
- (6) For the purpose of Clause 21(5):
 - (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(5).

- (7) Depreciation of any Fixed Assets shall cease to be effected when the residual values as stipulated at Clause 21(1) have been reached.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) 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).
- (12) The net book value of the West Kowloon Reclamation Depot as at 11 February 2002 is nil. For the avoidance of doubt, the construction cost of the West Kowloon Reclamation Depot incurred prior to 11 February 2002 and any cost that may be incurred by the Grantee at any time for rectifying any latent defects of any part of the West Kowloon Reclamation Depot constructed prior to 11 February 2002 shall not be counted

towards the average net fixed assets or charged against the Service-Related Expenditure of the Grantee.

22. (1) The Grantee represents that its Undertaking at the Commencement Date shall be as listed in Schedule I. Subject to Clauses 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 Clauses 22(3)(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 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. Revenue and 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; and
 - (f) changes in price of cost elements and improvement in productivity of the franchised bus industry.
- (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).

PART IV

MISCELLANEOUS

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; 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, the Government or the Commissioner under or in relation to this franchise may be given under the hand of any duly authorised officer of the 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, the 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 July 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.</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:
- 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 28th day of March 2017

COUNCIL CHAMBER

Clerk to the Executive Council

SCHEDULE I
Clause 22(1)
Grantee's Undertaking
(As at 1 July 2017)

1. *Buses*

(A) Requirement

	<i>Operating Requirement</i>	<i>Number of Buses Required in Fleet</i>
(i) For operating the Bus Service	3,622	
(ii) Total requirement for operating the Bus Service based on 92.5% availability		3,916

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

	<i>Bus Fleet</i>	<i>Number</i>	<i>Average Age (Year)</i>	<i>Estimated Written Down Value (HK\$)</i>	<i>Nature of Interest</i>
(1)	Single Deck air-conditioned	164	6.5	147,140,000	Wholly Owned
(2)	Double Deck 2-/3-axles air-conditioned	3,752	8.2	4,627,810,000	Wholly Owned
	Total fleet	3,916	8.1	4,774,950,000	

2. *Land and Buildings*

	<i>Approx. Site Area (m²)</i>	<i>Estimated Written Down Value (HK\$)</i>	<i>Nature of Interest</i>
(A) Depots		266,700,000	
(1) A depot at Tuen Mun TMTL 81	10,554		Leasehold for a term of years expiring on 30.6.2047

(2) A depot at Tuen Mun TMTL 82	10,880	Leasehold for a term of years expiring on 30.6.2047
(3) A depot at Shatin STTL 241	21,070	Leasehold for a term of years expiring on 30.6.2047
(4) A depot at Kowloon Bay NKIL 5801	21,470	Leasehold for a term of years expiring on 30.6.2047
(5) A depot at West Kowloon Reclamation KX 2536	23,300	Short term tenancy. Seven years certain from 10.2.2009 and thereafter quarterly
(B) Bus Parking Areas	69,300,000	
(1) KX 877 Yuet Lun Street, Lai Chi Kok for bus parking	7,431	Short term tenancy. Three years certain from 1.4.1983 and thereafter quarterly
(2) STT 665 Area 4A, Sheung Shui for refueling and bus parking	14,250	Short term tenancy. One year certain from 1.10.1987 and thereafter quarterly
(3) STT 1342 Area 14, Tin Shui Wai for refueling and bus parking	10,900	Short term tenancy. Five years certain from 1.7.1995 and thereafter quarterly
(4) STT 981 Area 16, Tuen Mun for bus parking	20,000	Short term tenancy. Three years certain from 1.8.1998 and thereafter quarterly
(5) STT 1676 Area 13, Tin Shui Wai	2,180	Short term tenancy. Three

	for bus parking		years certain from 23.10.2000 and thereafter quarterly
(6)	STT 3683 K&T Area 16, Tsing Yi for refueling and bus parking	23,600	Short term tenancy. Three years certain from 1.8.2007 to 31.7.2010 and thereafter quarterly until 1.7.2017
(7)	STT 1097 Dai Fuk Street, Tai Po for refueling and bus parking	18,700	Short term tenancy. Three years certain from 22.12.2000 and thereafter quarterly
(8)	STT 1229 Fo Tan, Shatin for bus parking	9,170	Short term tenancy. Two years certain from 19.5.2003 and thereafter quarterly
(9)	STT 2545 Wang Lok Street, Yuen Long for bus parking	3,670	Short term tenancy. Three years certain from 1.12.2011 and thereafter quarterly
(10)	SX 4125 Area 26, Tseung Kwan O for refueling and bus parking	7,480	Short term tenancy. A term certain from 1.2.2012 to 1.7.2017 and thereafter quarterly
(11)	STT 2575 Fuk Wang Street for refueling and bus parking	5,590	Short term tenancy. Five years certain from 19.2.2013 and thereafter quarterly or co-terminus with the franchise

(12) STT 2567 Wang Lee Street for bus parking	4,170	Short term tenancy. Three years certain from 19.2.2013 and thereafter quarterly
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3. Machinery and Equipment

	<i>Estimated Written Down Value (HK\$)</i>	<i>Nature of Interest</i>
Machinery and equipment including:	23,200,000	Wholly Owned
(A) Underground oil tank & lubricating equipment		
(B) Air-conditioning plant		
(C) Waste water treatment plant		
(D) Motor tyre retreading machine		
(E) Forklift truck		
(F) Welding machine		
(G) Mobile crane		
(H) Folding machine		
(I) Drilling machine		
(J) Shearing machine		
(K) Grinder		
(L) Forklift		
(M) Hot water cleaner		
(N) Bandsaw machine		
(O) Cutting machine		
(P) Brake lining turning machine		
(Q) Lathe		
(R) Air operated lift table		
(S) Pump test bench		
(T) Air dryer		
(U) Hydraulic scissor lift		
(V) Post service lift		
(W) Metal cleaning machine		
(X) Tyre changer		
(Y) Mobile column lift		
(Z) Injector calibrator		
(AA) Portable dynamometer		
(AB) Hydraulic press		
(AC) Electric stand stacker		
(AD) Flame cooling system flushing machine		
(AE) Parts cleaning machine		

(AF)	Air compressor, air controllers
(AG)	Auto fare collection equipment
(AH)	Spray booth
(AI)	Brake tester
(AJ)	Engine dynamometer
(AK)	Gearbox test bench
(AL)	Smoke tester
(AM)	Recovery recycling system
(AN)	Electrical test bench

4. *Other Fixed Assets*

		<i>Estimated Written Down Value (HK\$)</i>	<i>Nature of Interest</i>
Other fixed assets including:			
(A)	Other vehicles Water tankers Trucks Vans Training buses Patrol cars Private cars	16,100,000	Wholly Owned
(B)	Computer equipment and software	37,900,000	Wholly Owned
(C)	Furniture and other equipment	16,100,000	Wholly Owned
(D)	Passenger facilities, termini and passenger shelters	16,800,000	Wholly Owned
(E)	Octopus System	700,000	Wholly Owned
(F)	Major motor vehicle components	165,000,000	Wholly Owned

5. *Others*

	<i>Estimated Written Down Value (HK\$)</i>	<i>Nature of Interest</i>
Spare parts and stores	112,100,000	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>
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- | | | | | | |
|------|---|-----|--|------|---|
| (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 collected by surveys or any other means as the Commissioner may specify after consultation with the Grantee. For the purpose of this Clause, the Grantee shall collect such information at least once in each year 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) | <table border="0"><tr><td>(i)</td><td>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; and</td></tr><tr><td>(ii)</td><td>the actual departure time of adjusted journey departs from the designated stop.</td></tr></table> | (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; and | (ii) | the actual departure time of adjusted journey departs from the designated stop. |
| (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; and | | | | |
| (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.

乘客對九巴服務的意見調查結果摘要

服務表現範疇	非常滿意 及滿意	不滿意及 非常不滿意	沒有意見
1. 整體服務質素	85.1%	14.9%	-
2. 巴士的舒適程度	85.5%	13.5%	1.0%
3. 巴士上的設施	90.8%	8.3%	0.9%
4. 乘客資訊	81.2%	14.6%	4.2%
5. 巴士服務的可靠性	63.6%	35.5%	0.9%
6. 車長的駕駛表現	87.7%	11.0%	1.3%
7. 職員的服務態度	89.0%	9.0%	2.0%
8. 在環境保護方面的表現	73.3%	19.9%	6.8%

註：調查日期為 2015 年 11 月 11 日至 30 日。總受訪人數為 2 600 人，整體回應率為 82.1%。

最新近批出專營權的條款及服務相關承諾

九巴將全面採納最新近於 2015 年頒出的兩個專營權（即城巴有限公司（香港島及過海巴士網絡專營權）及新大嶼山巴士(1973)有限公司的專營權）的條款及承諾，詳情如下。

巴士服務

- 新專營權會賦予運輸署署長(署長)權力規定九巴提供設施及裝置，以提升巴士安全及營造無障礙和便利長者的乘車環境。具體措施的承諾如下：

服務質素

- (i) 訂定新購巴士的規格時，採用無障礙和便利長者和殘疾人士設計。設計主要包括低地台和可供輪椅上落的設計、輪椅停放處連安全帶裝置、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，以及終點站和路線編號大字體顯示屏；
- (ii) 進一步加強安全設施和裝置，包括在新巴士內配置能減少巴士潛在火警危險的設施。在 2021 年底，九巴所有現役巴士將安裝此項設施；
- (iii) 容許乘客攜帶已妥善摺合、置於袋內和不會對其他乘客構成危險的摺合式單車登車；及
- (iv) 在新建有蓋巴士站盡量加設合適的座位設施。

乘客資訊

- (i) 新專營權會加強署長規管九巴向乘客提供資訊的種類、形式和方法的權力，確保巴士公司以更佳的方式為乘客提供合適的服務資訊；及
- (ii) 以網頁及智能手機應用程式提供實時巴士到站資訊，並

分階段在合適的巴士站增設顯示屏以提供該等資訊。

加強政府規管

- 新專營權會規定九巴公布服務承諾，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；
- 新專營權會加強規管九巴的財務和會計安排。在專營權中更清晰訂明固定資產折舊的計算方法即為一例；及
- 新專營權會規定九巴盡可能在切實可行的情況下，為所有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。

改善環境

- 新專營權會規定九巴在合理可行的情況下，盡量購買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新巴士，最終目標為轉用零排放巴士。為進一步改善路邊空氣質素，九巴亦須調派低排放巴士（符合歐盟四期或以上廢氣排放標準的巴士）行走環境保護署在中環、銅鑼灣及旺角劃設的低排放區。

* * *

九巴將推出的新票價優惠計劃所涵蓋的巴士路線

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表 1：全日制學生長途路線票價優惠計劃
（截至 2017 年 2 月 28 日共 80 條路線符合該計劃準則）

路線編號	總站位置
52X	屯門市中心 - 旺角(柏景灣)
58X	良景邨 - 旺角東站
59X	屯門碼頭 - 旺角東站
60X	屯門市中心 - 佐敦(渡華路)
61X	屯門市中心 - 九龍城碼頭
62X	屯門市中心 - 鯉魚門邨
63X	洪水橋(洪福邨) - 佐敦(渡華路)
66X	大興 - 奧運站
67X	兆康苑 - 旺角東站
68X	洪水橋(洪福邨) - 旺角(柏景灣)
69C	天水圍(天恩) - 觀塘碼頭
69X	天水圍(天瑞) - 佐敦(渡華路)
74C	九龍坑 - 觀塘碼頭
74D	九龍坑 - 觀塘碼頭
74E	大美督 - 觀塘碼頭
252B	恒順園 - 尖沙咀
258D	寶田 - 藍田站
258P	洪水橋(洪福邨) - 藍田站
258S	山景邨 - 藍田站
258X	寶田 - 觀塘碼頭
259B	屯門碼頭 - 尖沙咀
259C	新屯門中心 - 尖沙咀
259D	龍門居 - 鯉魚門邨
259X	龍門居 - 觀塘碼頭
260B	屯門市中心 - 尖沙咀
260X	寶田 - 紅磡站
261	三聖 - 天平邨
261B	三聖 - 九龍站
261P	五柳路(青麟路) - 天平邨
263	屯門站 - 沙田站
265B	天恆邨 - 旺角(柏景灣)
265S	天水圍市中心 - 大埔工業邨
267X	兆康苑 - 藍田站

路線編號	總站位置
268B	朗屏站 - 紅磡碼頭
268C	朗屏站 - 觀塘碼頭
268P	媽橫路 - 觀塘碼頭
268X	洪水橋(洪福邨) - 佐敦(渡華路)
269B	天水圍市中心 - 紅磡碼頭
269C	天水圍市中心 - 觀塘碼頭
269D	天水圍(天富) - 瀝源
269S	天水圍市中心 - 觀塘碼頭
270A	上水 - 尖沙咀東(麼地道)
270B	上水 - 深水埗
270C	聯和墟 - 尖沙咀東(麼地道)
270D	聯和墟 - 深水埗
270P	上水 - 九龍站
270S	尖沙咀東(麼地道) - 聯和墟
271P	九龍坑 - 尖沙咀(廣東道)
271X	尖沙咀(中間道) - 富亨
277E	天平邨 - 藍田站
277P	天平邨 - 藍田站
277X	聯和墟 - 藍田站
278P	聯和墟 - 荃灣(如心廣場)
278X	上水 - 荃灣(如心廣場)
279X	聯和墟 - 青衣站
373	上水 - 中環(香港站公共運輸交匯處)
603	平田 - 中環(渡輪碼頭)
603P	中環(渡輪碼頭) - 平田
603S	平田 - 中環
673	上水 - 中環(香港站公共運輸交匯處)
934	灣景花園 - 灣仔
934A	荃威花園 - 灣仔
935	石籬(大隴街) - 灣仔
936	梨木樹邨公共運輸交匯處 - 銅鑼灣(棉花路)
960	建生 - 灣仔(北)臨時公共交通交匯處
960A	中環(環球大廈) - 洪水橋(洪福邨)
960B	鰂魚涌(英皇道) - 洪水橋(洪福邨)
960P	洪水橋(洪元路) - 灣仔(北)臨時公共交通交匯處
960S	富泰邨 - 灣仔(北)臨時公共交通交匯處

路線編號	總站位置
960X	洪水橋(洪元路) – 鰂魚涌(英皇道)
961	山景邨 – 灣仔(香港會議展覽中心)
961P	良景邨 – 灣仔(香港會議展覽中心)
968	元朗(西) – 銅鑼灣(天后)
968X	元朗(西) – 鰂魚涌(英皇道)
978	粉嶺(華明) – 灣仔(北)臨時公共交通交匯處
978A	粉嶺(聯和墟) – 灣仔(北)臨時公共交通交匯處
978B	粉嶺(置福圍) – 灣仔(北)臨時公共交通交匯處
B1	天水圍(天慈) – 落馬洲站
T270	粉嶺(祥華) – 尖沙咀東(麼地道)
T277	上水 – 藍田站

表 2：與香港電車有限公司聯合推出的轉乘優惠計劃所適用的路線（共 23 條路線）

路線編號	總站位置
108	啟業 - 寶馬山
373	上水 - 中環(香港站公共運輸交匯處)
603	平田 - 中環(渡輪碼頭)
603P	中環(渡輪碼頭) - 平田
603S	平田 - 中環
673	上水 - 中環(香港站公共運輸交匯處)
934	灣景花園 - 灣仔
934A	荃威花園 - 灣仔
935	石籬(大隴街) - 灣仔
936	梨木樹邨公共運輸交匯處 - 銅鑼灣(棉花路)
960	建生 - 灣仔(北)臨時公共交通交匯處
960A	中環(環球大廈) - 洪水橋(洪福邨)
960B	鰂魚涌(英皇道) - 洪水橋(洪福邨)
960P	洪水橋(洪元路) - 灣仔(北)臨時公共交通交匯處
960S	富泰邨 - 灣仔(北)臨時公共交通交匯處
960X	洪水橋(洪元路) - 鰂魚涌(英皇道)
961	山景邨 - 灣仔(香港會議展覽中心)
961P	良景邨 - 灣仔(香港會議展覽中心)
968	元朗(西) - 銅鑼灣(天后)
968X	元朗(西) - 鰂魚涌(英皇道)
978	粉嶺(華明) - 灣仔(北)臨時公共交通交匯處
978A	粉嶺(聯和墟) - 灣仔(北)臨時公共交通交匯處
978B	粉嶺(置福圍) - 灣仔(北)臨時公共交通交匯處

表 3A：新增九巴網絡旗下路線轉乘優惠計劃（共 80 條路線）

路線編號	總站位置
1	竹園邨 - 尖沙咀碼頭
1A	秀茂坪(中) - 尖沙咀碼頭
2	蘇屋 - 尖沙咀碼頭
2D	澤安邨 - 東頭邨
2F	慈雲山(北) - 長沙灣
3C	慈雲山(北) - 中港碼頭
3D	慈雲山(中) - 觀塘(裕民坊)
5M	啟德(德朗邨) - 九龍灣站 (循環線)
6	荔枝角 - 尖沙咀碼頭
6D	牛頭角 - 美孚
7	樂富 - 尖沙咀碼頭
11B	觀塘(翠屏道) - 九龍城碼頭
11C	竹園邨 - 秀茂坪(上)
11D	樂富 - 觀塘碼頭
12A	黃埔花園 - 長沙灣(深旺道)
14	鯉魚門邨 - 中港碼頭
15	平田 - 紅磡碼頭
16	藍田(廣田邨) - 旺角(柏景灣)
16M	觀塘站 - 藍田(康華苑) (循環線)
17	觀塘(裕民坊) - 愛民
24	啟業 - 旺角 (循環線)
28B	啟德(啟晴邨) - 彩福
38	葵盛(東) - 平田
40	荃灣(海安路) - 麗港城
42C	長亨 - 藍田站
57M	山景邨 - 荔景(北)
58M	良景邨 - 葵芳站
58P	葵芳站 - 田景邨(田裕樓)
59M	屯門碼頭 - 荃灣站
60M	屯門站 - 荃灣站
61M	友愛(南) - 荔景(北)
61X	屯門市中心 - 九龍城碼頭
62X	屯門市中心 - 鯉魚門邨
66M	大興 - 荃灣站

路線編號	總站位置
67M	兆康苑 – 葵芳站
69C	天水圍(天恩) – 觀塘碼頭
74A	太和 – 啟業
74X	大埔中心 – 觀塘碼頭
75X	富善邨 – 九龍城碼頭
80	美林 – 觀塘碼頭
80P	顯徑 – 觀塘碼頭
80X	秦石 – 觀塘碼頭
81K	新田圍 – 穗禾苑
82K	美林 – 黃泥頭
83A	水泉澳 – 觀塘碼頭
83X	黃泥頭 – 觀塘碼頭
84M	富安花園 – 樂富
85X	馬鞍山市中心 – 紅磡碼頭
87D	錦英苑 – 紅磡站
88X	火炭站 – 平田 (循環線)
89	瀝源 – 觀塘站
89B	沙田圍 – 觀塘站
89C	恆安 – 觀塘(翠屏道)
89D	烏溪沙站 – 藍田站
89X	沙田站 – 觀塘站
91M	寶林 – 鑽石山站
91P	鑽石山站 / 彩虹站 – 香港科技大學
98A	坑口(北) – 牛頭角站 (循環線)
203C	大坑東 – 尖沙咀東(麼地道)
211	翠竹花園 – 黃大仙站 (循環線)
219X	麗港城 – 尖沙咀 (循環線)
258D	寶田 – 藍田站
258P	洪水橋(洪福邨) – 藍田站
258S	山景邨 – 藍田站
259D	龍門居 – 鯉魚門邨
260C	三聖 – 葵芳站
268C	朗屏站 – 觀塘碼頭
269C	天水圍市中心 – 觀塘碼頭
276B	天水圍(天富) – 上水(彩園)
277E	天平邨 – 藍田站

路線編號	總站位置
277P	天平邨 – 藍田站
277X	聯和墟 – 藍田站
281A	廣源 – 九龍站
288	水泉澳 – 沙田市中心 (循環線)
290	彩明 – 荃灣西站公共運輸交匯處
290A	彩明 – 荃灣西站公共運輸交匯處
290B	將軍澳工業邨 – 荃灣西站公共運輸交匯處
290X	康城站公共運輸交匯處 – 荃灣西站公共運輸交匯處
296A	尚德 – 牛頭角站 (循環線)
B1	天水圍(天慈) – 落馬洲站

表 3B：新增九巴網絡旗下路線轉乘優惠計劃（共 80 條路線）的詳細資料

組別	新增轉乘優惠涉及路線		目的地方向	建議轉乘地點	折扣
	第一程	第二程			
1	28B	38, 40, 42C, 62X, 258D, 259D, 268C, 269C	新界西	觀塘道(創紀之城)	\$4.2
		74A, 74X, 80, 80X, 83A, 83X, 89, 89B, 89C, 89D, 89X, 277E, 277P, 277X	新界東	觀塘道(創紀之城)/ 宏照道(近臨華街)	
	38, 40, 42C, 62X, 258D, 259D, 268C, 269C	28B	觀塘/ 九龍城	觀塘道(牛頭角站)/ 牛頭角道(玉蓮臺)	
	74A, 74X, 80, 80X, 83A, 83X, 89, 89B, 89C, 89D, 89X, 277E, 277P, 277X			觀塘道(牛頭角站)/ 牛頭角道(玉蓮臺)/ 宏照道(近臨華街)	
2	17	15, 16, 16M	藍田	觀塘市中心	\$4.2
	15, 16, 16M	17	何文田		
3	219X	1, 1A, 2, 6, 7	九龍西	彌敦道(近中間道)	\$4.2
	1, 1A, 2, 6, 7	219X	麗港城		
4	5M	1A, 3D, 11B, 11C, 11D, 14, 15, 16, 17	觀塘/ 藍田	觀塘道(九龍灣站)	\$4.2
	1A, 3D, 11B, 11C, 11D, 14, 15, 16, 17	5M	啟德		\$3.8
5	24	1, 1A	尖沙咀	太子道西(協和小學)	\$4.2
	1, 1A	24	啟業	洗衣街(伊利沙伯中學)	
6	211, 2F, 3C	38, 40, 42C, 62X, 69C, 74A, 80, 80P, 89, 89B, 258D, 258P, 258S, 259D, 268C, 269C	觀塘	龍翔道(黃大仙中心/ 沙田坳道)	\$4.2
		61X, 75X, 85X	九龍城		
		84M	樂富		
	38, 40, 42C, 62X, 69C, 74A, 80, 80P, 89, 89B, 258D, 258P, 258S, 259D, 268C, 269C	211, 2F, 3C	竹園/ 慈雲山	龍翔道(黃大仙中心/ 沙田坳道)	\$3.8 - \$4.2
	61X, 75X, 85X				
	84M				
7	2F, 3C	211	竹園	龍翔道(黃大仙中心/ 沙田坳道)	\$3.8
	211	2F, 3C	慈雲山		\$4.2
8	203C	2D, 12A, 6D, 87D, 281A	觀塘/九龍城/ 尖沙咀	界限街(明愛賓館)/ 太子道西(拔萃男書院)	\$4.2
9	91P	91M	鑽石山站	清水灣道(彩虹站)	\$6.1
10	98A, 296A	88X, 89, 89B	沙田/火炭	觀塘道(創紀之城)/ 觀塘道(牛頭角站)	\$4.2
	88X, 89, 89B	98A, 296A	將軍澳	觀塘道(牛頭角站)	

組別	新增轉乘優惠涉及路線		目的地方向	建議轉乘地點	折扣
	第一程	第二程			
11	290, 290A, 290B, 290X	57M, 58M, 58P, 59M, 60M, 61M, 66M, 67M, 260C	屯門	眾安街 / 青山公路(荃灣站)	\$4.2
	57M, 58M, 58P, 59M, 60M, 61M, 66M, 67M, 260C	290, 290A	將軍澳	眾安街	
12	288	81K	新田圍/ 穗禾苑	沙田市中心	\$4.2
		82K	美林/黃泥頭	博康	
	81K	288	水泉澳	沙田市中心	
	82K			博康	
13	B1	276B	天水圍北	落馬洲(新田) 公共運輸交匯處	\$4.9

表 4A：統一跨區及穿梭路線的短途收費（共 77 條路線）

路線編號	總站位置
1A	秀茂坪(中) – 尖沙咀碼頭
2F	慈雲山(北) – 長沙灣
3C	慈雲山(北) – 中港碼頭
11C	竹園邨 – 秀茂坪(上)
23M	樂華 – 順利 (循環線)
26M	彩虹 – 觀塘 (循環線)
30	荃威花園 – 長沙灣
30X	荃威花園 – 黃埔花園
31	荃灣西站公共運輸交匯處 – 石籬 (循環線)
34	葵盛(中) – 灣景花園
35A	安蔭 – 尖沙咀東
36	荃灣西站公共運輸交匯處 – 梨木樹邨公共運輸交匯處 (循環線)
36A	梨木樹邨公共運輸交匯處 – 長沙灣(深旺道)
36B	梨木樹邨公共運輸交匯處 – 佐敦(渡華路)
37	葵盛(中) – 奧運站
38	葵盛(東) – 平田
39A	荃灣西站公共運輸交匯處 – 荃威花園 (循環線)
40	荃灣(海安路) – 麗港城
40X	烏溪沙站 – 葵涌邨
46X	顯徑 – 美孚
47X	秦石 – 葵盛(東)
48X	禾輦 – 灣景花園
49X	廣源 – 青衣碼頭
57M	山景邨 – 荔景(北)
58M	良景邨 – 葵芳站
58P	葵芳站 – 田景邨(田裕樓)
61M	友愛(南) – 荔景(北)
61X	屯門市中心 – 九龍城碼頭
67M	兆康苑 – 葵芳站
68E	元朗公園 – 青衣站
72	太和 – 長沙灣
72A	大圍站 – 大埔工業邨
72X	大埔中心 – 旺角(柏景灣)

路線編號	總站位置
73X	荃灣(如心廣場) – 富善邨
74A	太和 – 啟業
74B	九龍灣 – 大埔中心
74D	九龍坑 – 觀塘碼頭
74P	觀塘碼頭 – 大埔中心
74X	大埔中心 – 觀塘碼頭
75X	富善邨 – 九龍城碼頭
80	美林 – 觀塘碼頭
82K	美林 – 黃泥頭
85K	恆安 – 沙田站
85M	錦英苑 – 黃大仙 (循環線)
85X	馬鞍山市中心 – 紅磡碼頭
86	黃泥頭 – 美孚
86C	利安 – 長沙灣
86K	錦英苑 – 沙田站
86S	錦英苑 – 沙田站
87D	錦英苑 – 紅磡站
89D	烏溪沙站 – 藍田站
234X	灣景花園 – 尖沙咀東(麼地道)
235	安蔭 – 荃灣 (循環線)
258D	寶田 – 藍田站
258X	寶田 – 觀塘碼頭
259D	龍門居 – 鯉魚門邨
259X	龍門居 – 觀塘碼頭
261	三聖 – 天平邨
263	屯門站 – 沙田站
265S	天水圍市中心 – 大埔工業邨
271	富亨 – 尖沙咀(廣東道)
271B	尖沙咀(中間道) – 富亨
271X	尖沙咀(中間道) – 富亨
274P	烏溪沙站 – 大埔工業邨
274X	觀塘碼頭 – 大埔中心
277E	天平邨 – 藍田站
277P	天平邨 – 藍田站
277X	聯和墟 – 藍田站
279X	聯和墟 – 青衣站

路線編號	總站位置
286C	利安 – 深水埗
286M	馬鞍山市中心 – 鑽石山站 (循環線)
286X	顯徑 – 深水埗 (循環線)
960	建生 – 灣仔(北)臨時公共交通交匯處
960A	中環(環球大廈) – 洪水橋(洪福邨)
960B	鰂魚涌(英皇道) – 洪水橋(洪福邨)
961	山景邨 – 灣仔(香港會議展覽中心)
978	粉嶺(華明) – 灣仔(北)臨時公共交通交匯處

表 4B：統一跨區及穿梭路線的短途收費（共 77 條路線）的詳細資料

地區	涉及路線	統一短途收費的路段		現時收費	新收費所參考的同區路線	新收費
黃大仙	11C	由 鳳德道(鳳德公園)	往 竹園邨	\$5.8	211	\$3.8
	2F, 3C	由 龍翔道(黃大仙中心)	往 慈雲山	\$5.1	3M	\$4.3
觀塘	38	由 觀塘道(裕民坊)	往 平田	\$6.4	15, 15A, 16M	\$4.5
	11C, 1A	由 觀塘道(裕民坊)	往 秀茂坪	\$4.5	13M	\$4.3
	23M	由 物華街	往 順利	\$4.9	23	\$4.5
	26M	由 同仁街	往 順利	\$4.9	23	\$4.5
	49X, 86	由 沙田正街(沙田市中心巴士總站)	往 黃泥頭	\$5.8	83K	\$4.5
沙田	46X, 286X	由 美田路(大圍站)	往 顯徑	\$5.8	88K	\$4.7
	80, 82K	由 美田路(海福花園)	往 美林	\$5.6 - \$5.8	88K	\$4.7
	85K	由 恆信街(富安花園)	往 恆安/耀安	\$5.1	81C, 43X, 89C	\$4.3
	40X, 85M, 85X, 86C, 86K, 87D, 89D, 286M, 86S, 286C	由 亞公角街(崇真中學)	往 烏溪沙/利安	\$6.1 - \$6.4	87K	\$4.3
	72X, 73X, 74X, 74B, 74P, 75X, 271, 271B, 271X, 274X	由 大埔公路(廣福邨)	往 大埔中心/富亨/富善	\$5.1	71K	\$4.7
大埔	72, 74A	由 大埔公路(廣福邨)	往 太和	\$5.8	71K	\$4.7
	72A, 265S	由 大埔公路(廣福邨)	往 大埔工業邨	\$5.1 - \$15.1	73	\$4.7
	274P	由 廣福道(王肇枝中學)	往 大埔工業邨	\$7.9	73	\$4.7
	277X, 279X	由 新運路(粉嶺名都)	往 聯和墟	\$4.7	278K	\$3.5
北區	261, 277E, 277P	由 新運路(上水站)	往 天平	\$4.7	270	\$3.5
	36	由 和宜合道 (可風中學)	往 梨木樹	\$4.3	36M	\$4.0
荃灣	36A, 36B	由 和宜合道 (和宜合道運動場)	往 梨木樹	\$5.6 - \$5.8	36M	\$4.0
	30, 39A, 30X	由 青山公路(富華街)	往 荃威花園	\$4.3 - \$6.4	39M	\$3.5
	34, 40, 48X, 234X	由 青山公路(建明街)	往 灣景花園	\$5.0 - \$6.4	34M	\$3.8

地區	涉及路線	統一短途收費的路段	現時收費	新收費所參考的同區路線	新收費
葵青	37, 38, 47X	由 大窩口道(葵康苑) 往 葵盛	\$4.3	37M	\$3.8
	34	由 葵盛圍(林護紀念中學) 往 葵盛	\$5.0	37M	\$3.8
	235	由 和宜合道(梨木道公園) 往 安蔭	\$4.3	235M	\$4.0
	35A	由 和宜合道(近打磚坪街) 往 安蔭	\$5.6	235M	\$4.0
	31	由 青山公路(近屏麗徑) 往 石籬	\$4.3	31M	\$4.0
	68E, 279X	由 青衣西路(青華苑對面) 往 青衣站	\$11.1 - \$15.0	249X	\$4.3
大老山隧道	74B, 74P, 74X, 75X, 274X	由 大老山隧道收費廣場 往 大埔中心	\$10.1	72	\$9.6
	74D	由 大老山隧道收費廣場 往 九龍坑	\$14.8	277X	\$12.0
獅子山隧道	72X	由 獅子山隧道收費廣場 往 大埔中心	\$10.1	72	\$9.6
	74A	由 獅子山隧道收費廣場 往 太和	\$10.5	72	\$9.6
大欖隧道巴士轉乘處	978	由 大欖隧道巴士轉乘處 往 華明	\$18.0	279X	\$15.0
屯門公路巴士轉乘站	57M, 58M, 58P, 61M, 61X, 67M, 258D, 258X, 259D, 259X, 263, 960, 961	由 屯門公路巴士轉乘站 往 屯門	\$9.1 - \$18.4	59M, 59X, 60M, 60X, 66M, 66X, 67X, 260X	\$8.4
	960A, 960B	由 屯門公路巴士轉乘站 往 洪水橋	\$15.2	63X	\$8.7

批出新專營權的影響

對經濟的影響

九巴在 2016 年的平均每日總乘客量約為 270 萬人次，佔專營巴士的每日乘客量超過三分之二，並佔全港所有公共交通服務的每日乘客量逾 20%。批出為期十年的新專營權，有助九巴的長遠規劃、發展及投資，這可確保九巴能夠繼續為市民提供可靠而有效率的巴士服務。公眾均會受惠於九巴所推出的票價優惠計劃和其他服務改善措施。

對環境的影響

2. 為改善路邊空氣質素，現行專營權內就購置新巴士的條款將予以修訂，規定九巴在考慮可行性以及九巴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（最終目標為購置零排放巴士）。隨着九巴在未來數年進入換車高峰期，九巴在未來五年將作出約 38 億元的龐大投資，購買 1 380 輛新巴士（約佔目前車隊的 35%），以更換舊巴士及進一步提升服務。此舉將進一步改善九巴車隊的環保表現。

對家庭的影響

3. 九巴的新專營權在多方面均會惠及有需要的家庭。具體而言，超低地台巴士下層同時容納兩名使用輪椅乘客的試驗計劃和開辦兩條「H」線，均可方便殘疾人士和長者乘客。此舉可令需照顧有家庭成員屬該兩類乘客的家庭受惠。家中如有學生乘搭適用的巴士路線，全日制學生長途路線票價優惠計劃亦有助減輕這些家庭的整體交通開支。

對可持續發展的影響

4. 批出新專營權將確保九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。

公眾對九巴新專營權要求所提意見的跟進情況

在與九巴商議新專營權期間，運輸署已與九巴跟進公眾諮詢期間收到關於新專營權的主要意見，並會透過新增專營權條款或九巴就具體措施作出承諾，落實下列由公眾提出的建議－

(一) 服務質素（包括乘客設施及資訊）

- 在巴士車廂內提供免費無線上網服務（見參考資料摘要正文第11(a)段）；
- 提升巴士站、總站及主要巴士轉乘站的候車環境（見參考資料摘要正文第11(b)及(c)段）；
- 提供巴士上層空座資訊（見參考資料摘要正文第11(e)段）；
- 提供更多更完備的無障礙設施、巴士報站系統及低地台巴士（見附件C「巴士服務－服務質素」部分）；及
- 容許乘客攜帶可摺合單車登車（見附件C「巴士服務－服務質素」部分）。

(二) 票價優惠

- 引入新的票價優惠計劃（見參考資料摘要正文第12(a)段）；
- 提供更多巴士轉乘計劃（見參考資料摘要正文第12(b)段）；及
- 增設更多分段收費（見參考資料摘要正文第12(c)段）。

(三) 環保措施

- 使用更環保的巴士（見附件C「改善環境」部分）。

(四) 政府對巴士服務的規管

- 更清楚訂明回覆乘客投訴及查詢所需的時間（見附

件C「加強政府規管」部分）。

2. 就巴士車廂內視聽廣播系統方面，目前，視聽廣播系統的廣播音量按規定須與周遭環境相若，相差不能超過2分貝。巴士下層車尾部分須劃設為「靜音區」。在九巴新專營權的公眾諮詢期間，有部分公眾針對車廂內視聽廣播系統的音量提出意見。現行對視聽廣播系統的規管安排適用於所有營辦商，因此運輸署已透過恆常渠道，與各營辦商共同研究改善措施。自本年中開始，專營巴士的「靜音區」範圍將予以擴大，雙層巴士的下層將全層劃為「靜音區」。運輸署會繼續按現行機制，對視聽廣播系統的音量作出規管，並跟進乘客的意見。

3. 在公眾諮詢期間，我們接獲一些針對專營權賬目安排（如廣告收入、出售物業或土地的收入及燃油開支方面）的意見。專營權賬目下「經營收入」的涵蓋範圍乃按照《條例》第26條訂明，並同等適用於所有六個專營權。具體而言，該條文訂明專營公司使用固定資產而衍生的其他收入，包括來自廣告的收入，均屬經營收入並須納入專營權賬目。此等非票務收入有助舒緩票價壓力。該條文亦訂明專營公司售賣投資、固定資產或其他資產而獲得的收益則不納入專營權賬目。與此同時，根據各專營權（包括九巴現有專營權）的要求，所有專營公司均須每年印製「更全面披露公司資料」的小冊子，載述過去一年公司的營運及財務資料，供公眾監察。此項要求亦會在九巴的新專營權內繼續施行。

4. 另外，就准許乘客攜帶寵物登車的意見，現時《公共巴士服務規例》(第230A章)列明，專營巴士上不得運載任何動物（但陪同失明人士乘車的領行狗隻除外）。由於車廂內的空間有限，在個別時段亦甚為擠迫，在考慮是否讓市民攜帶寵物使用公共交通服務時，我們須平衡各方關注，包括顧及寵物在較侷促狹迫的環境的反應及對其他乘客的影響。我們會繼續留意市民對這一課題的意見，以決定是否應該改變目前的安排。

5. 至於其他關於員工管理（包括巴士車長培訓及休息時間安排）、監察服務班次、路線計劃、一般設施和乘客資訊、日常車務營運安排、票價結構及調整安排，以及加強公眾參與等意見，運輸署會繼續透過既有渠道與九巴跟進，務求進一步提升服務水平。

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張局長：

九龍巴士（一九三三）有限公司
巴士網絡的新專營權事宜

九龍巴士（一九三三）有限公司（下稱「九巴」）巴士網絡的專營權將於二零一七年七月屆滿。本委員會已在二零一六年一月二十六日、六月二十八日及二零一七年二月十六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

本委員會在討論九巴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

《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註冊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

本委員會注意到九巴在現行專營權自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。九巴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。與此同時，九巴願意繼續投資經營巴士服務，當中包括未來五年投資約 38 億元購置新巴士，以更換車隊。

(3) 乘客對九巴服務的意見

運輸署於二零一五年十一月委託獨立顧問公司就乘客對九巴服務的意見進行獨立調查。調查結果顯示，有 85% 的受訪者滿意九巴的整體服務質素。就乘客對九巴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九巴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，本委員會知悉九巴的整體脫班率已大幅下降，由二零一一年高峰期的 8.0% 下降至二零一六年（截至十一月底）的 1.6%。

(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近批出專營權的條款及承諾，並會因時制宜和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，九巴同意全面採納在最新近批出的兩個專營權（即在二零一五年批予城巴有限公司（香港島及過海巴士網絡）及新大嶼山巴士（1973）有限公司的專營權）下新增的專營權條款及提升服務設施方面的承諾。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，本委員會注意到九巴在新專營權下將進一步提升服務質素，滿足乘客需要。主要新措施包括在車廂內提供免費 Wi-Fi 服務、改善配套設施及候車環境、提升巴士站配套設施及安裝更多上蓋、與「香港乘車易」合作提供實時到站資訊、提供上層空座資訊，以及提升無障礙運輸和開辦社區醫院專線（即「H」線）。

本委員會知悉九巴現時已提供各式票價優惠（包括巴士轉乘優惠和分段收費等），基本上涵蓋所有常規路線，每日共有約 63 萬乘客人次受惠。在新專營權下，九巴承諾推出全日制學生長途路線票價優惠計劃、增加轉乘優惠（包括聯同香港電車有限公司提供轉乘優惠及新增旗下路線間的轉乘優惠），以及統一跨區路線及穿梭路線的短途收費，令更多乘客受惠，並回應社區的長期訴求。本委員會亦知悉在批出新專營權後，政府將繼續與九巴探討推出更多實際的票價優惠措施的可行性（包括月票及加強學生票價優惠），大前提是提供這些票價優惠應避免對票價構成壓力，最終反過來影響基本票價。

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，向九巴批予為期十年的新專營權，自九巴現有專營權於二零一七年七月一日屆滿時生效。

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

二零一七年三月二日