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TERMS AND CONDITIONS OF CARRIAGE  
OF PASSENGERS AND LUGGAGE  
HONG KONG INTERNATIONAL AIRPORT  
SKYPIER TERMINAL  
FOR ROUTE  
HONG KONG INTERNATIONAL AIRPORT / MACAU

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Effective Date: 1 August 2023

Version: 2023V2.0

## 1. REGULATIONS OF CARRIAGE

- 1.1 All Passengers shall comply with these Terms and Conditions and other matters requiring attention. Passengers shall read carefully and understand these Terms and Conditions before purchasing tickets. Passengers are deemed to fully understand and agree to be bound by these Terms and Conditions upon payment.
- 1.2 Fees/Charges and Taxes  
The ticket only includes the fare and excludes any port fees/charges and taxes. If any government authority imposes any port fees/charges and/or taxes in any form (including but not limited to passenger departure tax) through the Carrier in the future, the Carrier has the right to adjust the fare accordingly and charge the Passengers for the difference.
- 1.3 Boarding  
Passengers shall arrive at the boarding location before the scheduled time (or such earlier time announced by the Carrier from time to time) and shall allow sufficient time for completing and shall have completed all immigration and boarding procedures beforehand. Passengers shall follow the instructions of the Carrier to wait, get on and off the bus at the designated gate, and shall hold on to the handrails when going up and down the stairs. Passengers shall take care of the elderly and children traveling with them. Passengers in wheelchairs and/or those in need can enjoy the priority in boarding the bus.
- 1.4 Validity of Ticket/Boarding Pass  
Tickets/Boarding Passes issued by the Carrier, whether issued in electronic or physical form, are valid only for the date and time stated thereon. Tickets/Boarding Passes can only be used by the Passenger named thereon unless approved by the Carrier. The Carrier has the right to refuse any person not named in the ticket for boarding. If a Passenger for whatever reason cancels his ticket or does not board the bus, any fare paid shall not be refunded and shall be forfeited by the Carrier in full. The Carrier shall refund bus fare paid only in the circumstances set out in Clause 1.6 hereof.
- 1.5 Alteration and Cancellation of Bus Schedule  
The Carrier has the right to alter and/or cancel any scheduled bus at any

time without prior notice as it thinks appropriate. Where any scheduled bus is cancelled or delayed, or where any scheduled bus is overbooked due to any malfunction or mal-operation of the Carrier's computerized ticket booking system (whether or not such overbooking is caused by the negligence of the Carrier or its servants or agents), the Carrier may: -

- 1.5.1 cancel any ticket/boarding pass; or
- 1.5.2 replace any ticket/boarding pass of such scheduled bus with other vehicle and/or, other Bus scheduled on other date and time.

Where the Bus (the schedule of which is stated on the ticket/boarding pass) is cancelled, delayed or overbooked whatsoever, the Carrier has the absolute discretion to exercise the rights conferred by this clause.

#### 1.6 Refund of Bus Fare

Where in accordance with Clause 1.5, if: -

- 1.6.1 any ticket/boarding pass is cancelled by the Carrier; or
- 1.6.2 any departure date or time is changed by the Carrier and the changed departure time exceeds the original departure time as stated on the ticket/boarding pass for 2 hours or more and the passenger does not take the reschedule bus,

the relevant Passengers may apply for refund of the bus fare paid (without interest) within one (1) month from the date of such cancellation or alteration upon presentation of the relevant ticket(s).

#### 1.7 Children and seniors aged 65 and over

- 1.7.1 Children aged one or over shall purchase a ticket.
- 1.7.2 Each adult Passenger can take only one child under one year old who does not occupy any seat free of charge. If the child needs to occupy a seat, a ticket must be purchased.
- 1.7.3 Passengers of seniors/children/concessionary tickets need to be purchased at the manual ticket counter presenting the relevant identification documents. Concessionary tickets are applicable to children under the age of 12 and senior aged 65 or above. These tickets shall be sold at such rate(s) determined by the Carrier.

#### 1.8 Compliance with the Carrier's Instructions

- 1.8.1 Passengers shall comply with all instructions of the Carrier while on the premises managed by the Carrier or on the Bus.

- 1.8.2 While the Bus is in motion:
- (1) If the seat is equipped with a seat belt, Passenger shall wear it;
  - (2) Passengers shall not stand and/or move about inside the Bus compartment; and
  - (3) Except for emergency, Passengers shall not talk to the Bus driver.
- 1.8.3 Passengers shall not behave in a noisy manner, smoke, eat, drink, spit or litter in the Bus compartment; Passengers shall not deface or damage any part of the Bus.
- 1.8.4 Passengers are strictly prohibited from harassing the Bus driver, any employee of the Carrier or other passengers on the Bus with intimidating, abusive or insulting or offensive words or actions or in any other way.
- 1.8.5 Once any violation of these Terms and Conditions is found, the Carrier has the right to refuse to continue to carry the violating Passenger and/or require the violating Passenger to compensate for the cleaning fee and/or loss. Passengers are obliged to comply with these Terms and Conditions, thus any Passenger who is denied boarding due to violations will not be entitled to any refund.

## 1.9 Free Luggage Allowance and Cabin Luggage

- 1.9.1 Each Passenger is only allowed to carry one piece of Luggage (the total dimensions (i.e. the sum of length, width and height) shall not exceed 158 cm and the weight of which shall not exceed 20 kg) free of charge. The Carrier has the right to refuse carriage of any overweight or oversized luggage. The luggage volume and weight mentioned above are only the luggage requirements of the Bus, and do not mean that the luggage has met the luggage requirements of the Airlines. Passengers shall check with the relevant Airlines about their baggage requirements and charges in advance.
- 1.9.2 Passengers carrying luggage exceeding the aforesaid free luggage allowance shall pay the charge at the rate as announced by the Carrier from time to time. All additional luggage or luggage or items exceeding the aforesaid luggage requirements will only be accepted as Checked Luggage in the custody of the Carrier and

subject to a charge at the rate announced by the Carrier from time to time.

1.10 If a Passenger carries Luggage of an unusual shape or irregular shape (such as baby stroller, etc.), it shall be approved by the Carrier's staff before purchasing a ticket; and the Passenger shall ensure that such Luggage (such as baby stroller) can be folded. If the volume of the unusual shaped or irregular Luggage exceeds the free luggage allowance requirements stipulated in Clause 1.9, the Carrier has the right to accept or refuse the carriage at its sole discretion by reference to the actual space available on the Bus at the time of carriage.

1.11 Checked Luggage and Valuables

1.11.1 Upon acceptance by the Carrier of the Checked Luggage to be checked, the Carrier shall take custody thereof and issue a Luggage identification tag for each piece of Checked Luggage. The Passenger shall affix such identification tag to the Luggage prior to acceptance of carriage by the Carrier.

1.11.2 The Carrier may refuse to accept Luggage as Checked Luggage unless it is properly packed in suitcases or other suitable containers so as to ensure that the Checked Luggage can safely be carried with ordinary care.

1.11.3 Checked Luggage will be carried on the same bus as the Passenger unless the Carrier deems it impracticable, in which event the Checked Luggage will be carried on in the next scheduled Bus with space.

1.11.4 Passengers shall acquire appropriate insurance policy(ies) covering their own Checked Luggage at their own costs.

1.12 Collection and Delivery of Checked Luggage

1.12.1 If the Checked Luggage is not checked directly to the final destination, Passenger shall pick up the Checked Luggage when he arrives at the station of the checked destination (i.e. Macau Port of the Hong Kong-Zhuhai-Macao Bridge or Hong Kong Airport SkyPier Terminal) as soon as possible.

1.12.2 Passengers shall produce the Luggage check and luggage identification tag issued to them at the time the Luggage was checked in to claim the Checked Luggage. Passengers who is

unable to produce the luggage identification tag but able to present the luggage check and the Checked Luggage can be identified by other means, such Passengers may claim their Checked Luggage.

1.12.3 If a person claiming the Checked Luggage is unable to produce the luggage check but able to produce the luggage identification tag, the Carrier will deliver the Checked Luggage to such person only on condition that he or she establishes to the Carrier's satisfaction his or her right thereto, and, if required by the Carrier, such person shall furnish adequate security to indemnify the Carrier for any loss, damage or expense which may be incurred by the Carrier as a result of such delivery.

1.12.4 If the bearer of the luggage check accepts the Checked Luggage without objection at the time of delivery, it is deemed that the Carrier has returned the Checked Luggage to the Passenger intact and undamaged in accordance with the Contract of Carriage.

#### 1.13 Responsibility for Checked Luggage

1.13.1 From the moment when the Carrier or its servants or agents take over the Checked Luggage on the ground or in the vehicle until it has been delivered to the Baggage Service Provider at the next point or (as the case may be and without prejudice to Clause 1.17) the Checked Luggage is returned to Passenger, the Carrier is responsible for the Checked Luggage. However, if an airline has issued the airline's luggage tag for the Checked Luggage, the Checked Luggage shall be responsible by the Airlines.

#### 1.14 Responsibility for Cabin Luggage

1.14.1 Passengers are responsible for their Cabin Luggage at all times. Passengers shall also acquire appropriate insurance policy(ies) for their own Cabin Luggage at their own costs.

#### 1.15 Prohibited Luggage and Articles

Passengers are not allowed to carry any articles that are prohibited from import or export by customs and/or relevant law enforcement agencies and/or any articles that the Carrier considers dangerous or offensive (including but not limited to the following articles). The Carrier may refuse to carry the Passengers with any of the above articles.

- 1.15.1 any firearms and ammunition;
- 1.15.2 any dangerous or smuggled or contraband articles or other articles referred to in Clause 2.7 below;
- 1.15.3 any live birds, poultry, fish, shellfish, livestock, pets or other animals (except for guide dogs accompanying the blind persons on the Bus);
- 1.15.4 any bicycle without dismantling wheels and not in a well and proper packaging;
- 1.15.5 any articles that emits unpleasant smell or disturbing noise;
- 1.15.6 combustible goods or articles such as incense sticks, candles or lanterns;
- 1.15.7 any illegal drugs;
- 1.15.8 any articles that may cause danger when the Bus is in motion;
- 1.15.9 any goods or articles infringing intellectual property rights.

The servants or agents of the Carrier shall be entitled to search Passengers and/or their Luggage and goods travelling with them to ascertain whether there are any prohibited articles provided by this clause. Passengers agree to allow such search upon request by Bus driver or other authorised servants or agents of the Carrier. The Carrier has the right to refuse to carry any items which in the opinion of the Carrier are unsuitable for carriage by reason of their weight, quantity, shape, size or character.

#### 1.16 Denial of Boarding

The Carrier has the right to deny boarding of any Passenger who is -

- 1.16.1 in possession of any live animal or any goods mentioned in Clause 1.15 or who carries excessive quantity of Luggage or who refuses to submit himself or his Luggage or goods to a search when requested to do so;
- 1.16.2 not in possession of valid travel documents required by the boarding and departure ports or any other documents required by the port authorities, the authorities of the Hong Kong Airport or the Airlines that will provide air carriage services to the Passenger thereafter, including but not limited to:  
 Passengers traveling from Macau to Hong Kong Airport: Air tickets with confirmed departure seats on the day of travel, valid travel documents (valid for not less than six months) and visas required for the destination.  
 Passengers traveling from Hong Kong Airport to Macau: Valid travel documents and visas required for Macau.

1.16.3 in the opinion of the Carrier drunk or otherwise unfit for carriage or suffering from infectious or contagious disease, or behaving in an offensive or disturbing manner or may threaten the safety or tranquility of other Passengers.

The Passengers who are denied boarding due to any of the aforesaid reasons shall not be entitled to any refund of the bus fare. Passengers shall also pay attention to Clauses 2.3, 2.6 and 2.7 below.

1.17 Passengers' Responsibility for Damage

Passengers will be held responsible for any damage caused by them to any property of the Carrier, including but not limited to the structure, machinery, gear, fittings, furnishing, equipment and appliances of the Bus, and the Carrier reserves the right to claim against the Passengers until it considers it has been compensated satisfactorily in its absolute discretion.

1.18 Disposal of Lost/Unclaimed Property

1.18.1 All lost/unclaimed property of the Passenger found on any of the Carrier's buses or the Carrier's premises and not immediately claimed by the owner thereof shall be handled in the following manners: -

1.18.1.1 perishable, noxious or otherwise offensive goods or articles will be handled by the Carrier, its agents or servants in the manner as they deem fit;

1.18.1.2 identification and travel documents, certificates or any other documents which the Carrier considers to be of an important or confidential nature will be handled of by the Carrier in such manner as the Carrier deems fit including but not limited to passing the same to the Police; and

1.18.1.3 all other goods or articles shall be retained by the Carrier for a period of 14 days after they have come into its possession and, if they remain unclaimed upon expiry of the said period, those goods or articles shall be deemed to have been abandoned and the Carrier shall be entitled to deal with them in the manner as the Carrier deems fit.

1.18.2 Passengers shall be responsible for taking care of their own luggage, travel documents and valuables and the Carrier does not



bear any liability for any loss thereof. The carrier shall not be responsible for any property lost, and no person may claim for damages whatsoever against the Carrier for any lost property. If a Passenger's Luggage is lost or damaged due to the negligence of the Carrier's staff, the Carrier's maximum compensation for each incident is limited to HK\$300. Passengers who finds any articles left over on the Bus, such Passengers shall immediately hand them over to the Bus driver and/or terminus staff for their handling. Passengers shall acquire appropriate insurance policy covering their own luggage, documents and valuables at their own costs.

## **2. EXCEPTIONS AND LIBERTIES**

### **2.1 Substitution of Bus**

The Carrier is at liberty to use any other vehicle (whether or not such vehicle is owned by it) to replace the Bus (whether or not the vehicle number of such Bus is printed on the ticket/boarding pass) to depart from the designated port at the departure time stated on the ticket for the purpose of fulfilling these Terms and Conditions, whether wholly or in part.

### **2.2 Route**

The Bus may, at any time before or after departure and in the absolute discretion of the Carrier or the Bus driver, be driven on any route (whether or not such route is the customary, direct or announced route), and may tow any other vehicle or be towed or be driven at reduced speed for whatsoever purpose, and may proceed to or stay at any port or place whatsoever (even drive in opposite direction or out of or beyond the customary or intended or announced route to the Macao port of Hong Kong-Zhuhai-Macao Bridge or Hong Kong International Airport Sky pier Terminal once or more times in any order backwards or forwards) for any purpose, whether or not connected with the original route, and even if actually driving in another route or routes.

### **2.3 Denial of boarding or failure to enter**

If for any reason a Passenger or any other passenger(s) for whom the first-mentioned Passenger is responsible is/are denied boarding the plane or cannot enter Macau at the port named on the ticket or any port substituted pursuant to these Terms and Conditions, the Carrier may, in its sole discretion,

carry such Passenger(s) to any other port or carry such Passenger(s) back to the boarding port. If such carriage is performed by any Bus operated by the Carrier, the Passenger shall pay for such extra charges. Further, the Passenger shall indemnify the Carrier against any direct and indirect expenses incurred by the Carrier as a result of such denial of boarding or failure to enter Macau.

#### 2.4 Not going to the scheduled Port

If, in the opinion of the Bus driver or the Carrier, proceed to the scheduled port (Macau port of Hong Kong-Zhuhai-Macao Bridge or Hong Kong International Airport SkyPier Terminal) may result in any inconvenience, delay, damage or danger either to the Bus or any Passenger or cargo for whatever reason (including without prejudice to the generality of the foregoing restrictions, epidemic and actual or threatened strikes), the Bus driver may not park the Bus at the port named on the ticket and the Carrier may, in its sole discretion, carry the Passengers and their Luggage to any other port or send them back to the boarding port.

#### 2.5 Special Orders

2.5.1 The Carrier or the Bus driver shall have liberty to comply with, in such manner as it thinks fit, any orders, directions, recommendations or warnings whatsoever regarding departure, arrival, routes, destinations, zones, delivery, boarding or disembarkation howsoever given by the government of the nation where the Bus is licensed or any other government or local authority (including any de facto government or local authority, or any person or body representing or purporting to represent or is authorized by the aforesaid government or authority) or by any committee or person having under the terms of the Bus's war risks insurance the right to give any such orders, directions, recommendations or warnings.

2.5.2. If for any reason, or in order to comply with the orders, directions, recommendations or warnings whatsoever mentioned in Clause 2.5.1 hereof, the Bus cannot be driven to the port named on the tickets or is forced to divert from the said port, the Bus may be driven to such port which the Bus driver or the Carrier, in its sole discretion, considers safe for disembarkation of the Passengers and their Luggage. All extra expenses involved in such arrangement shall be paid by the passengers.

2.6 Sickness

- 2.6.1 No person (whether holding a ticket/boarding pass or not) with any infectious or contagious disease, or for any reason is likely to impair the health, safety or reasonable comfort of other persons shall board the Bus without having fully declared his condition to the Carrier and obtained prior written consent of the Carrier beforehand.
- 2.6.2 Person suffering from any medical condition (including pregnancy), sickness, disease, injury or physically or mentally infirmity shall declare his condition to the Carrier in writing at least twenty four (24) hours before the scheduled time and such person shall comply with all reasonable instructions and directions given by the Carrier in relation to his carriage.
- 2.6.3 If any such person mentioned in Clause 2.6.1 or Clause 2.6.2 shall board the Bus or his guardian allow him board the Bus, without obtaining the Carrier's written consent pursuant to Clause 2.6.1 or without making the declaration pursuant to Clause 2.6.2:-
- 2.6.3.1 the Carrier shall not be liable to the aforesaid persons or their guardian for any loss of life or personal injury or suffering due to such medical condition, sickness, disease, injury, infirmity or sun exposure;
- 2.6.3.2 the aforesaid persons shall indemnify the Carrier against all loss and damage suffered directly or indirectly by the Carrier, including but not limited to any claims against the Carrier relating to the boarding of the aforesaid persons whatsoever and the Carrier's costs and expenses (whether or not paid to third parties) for defending such claims.
- 2.6.4 If any Passenger (for whatever reason), including but not limited to any medical conditions (including pregnancy), sickness, disease, injury or physically or mentally infirmity, reasonably appears to the Carrier that: -
- 2.6.4.1 he is unfit for boarding, or his illness is likely to get worse on board or in danger, or likely to impair reasonable comfort of other Passengers on board; and/or

2.6.4.2 likely to be rejected to enter at immigration at his port of destination,

then in such case, the Carrier may in its discretion refuse such Passenger to board or disembark at any particular port, and may disembark him at any port. If such Passenger is rejected to board the Bus for this reason, no fare shall be refunded and the Carrier shall not be liable for any loss or expense caused to the Passenger.

## 2.7 Dangerous Goods

Pursuant to Clause 1.15 above, the Passenger warrants that no goods brought on board by him, whether in his Luggage or otherwise, are contraband, firearms, ammunition, explosives or banned by any government authorities, or goods of a dangerous nature or may endanger the health or safety of other passengers or which may otherwise constitute a nuisance. Any Passenger who is in breach this warranty shall fully liable to the Carrier and shall fully indemnify the Carrier against all penalties, fines, expenses, loss, damages or debt in any form resulting from his breach of this warranty and for the detention of the Bus. Furthermore, all goods which are not allowed to be taken on board by any airlines are also not allowed to be brought on the Bus.

## 2.8 Completion of Contract Route

Anything done or omitted by reason of or in compliance with Clauses 2.1 to 2.7 hereof shall be done or omitted as part of or (as the case may be) in fulfillment of the contractual and intended route and of the Carrier's obligations hereunder. In the case of transshipment or disembarkation of the Passenger and/or his Luggage or other goods, in pursuance of any of the liberties accorded in Clauses 2.1 to 2.7 hereof, the Carrier can opt not to fulfill its obligation to forward the Passenger or his Luggage to the port of disembarkation named on the ticket but all remedies and rights reserved to the Carrier, its servants or agents are not affected and nothing so done or omitted shall constitute a deviation of contract, and all the obligations of the Carrier shall be deemed to have been duly fulfilled and entitle to the passage fare in full.

## 2.9 Lien

The Carrier may have a lien over the Passenger's Luggage or other goods for

any fare or other charges unpaid or any other debts whatsoever due to the Carrier under these Terms and Conditions.

## 2.10 Liability and Exemption

- 2.10.1 It is hereby declared that the connecting travel services during the journey will be provided by third-party company(ies). All connection services are subject to any and all terms and conditions set by the third party company responsible for such services. The Carrier shall not be liable for any losses, damages, injuries, accidents, delays, itinerary changes, or other inconveniences caused by the connection services provided by these third-party companies.
- 2.10.2 Third-party liabilities insurances has been acquired covering the buses pursuant to applicable laws and regulations of Hong Kong and Macau. Nevertheless, the Carrier encourages Passengers to purchase additional insurance separately for better coverage.
- 2.10.3 Except for the liabilities stipulated by applicable laws and regulations in respect of third party insurance and covered by the insurance company over the insured transit bus, the Carrier shall not be liable for any other claim for compensation. If Passengers want additional protection, they can purchase additional insurance from other insurance companies.
- 2.10.4 In the event of a vehicle accident, Passengers must stay where they are and wait for the local officials to deal with and record it before leaving the scene. If insurance company fails to compensate the Passenger due to the failure of local officials to record the accident because of the Passenger left the scene without authorization, the Carrier will not be responsible for the same.
- 2.10.5 The Carrier's liability is limited to the amount of proven damages. The Carrier shall not be liable for any indirect or consequential loss or damages.
- 2.10.6 The Carrier shall in no circumstances be responsible for the death, injury or sickness of any Passenger or for loss of or damage to Luggage caused by any incident occurring before boarding or after disembarkation, whether such incident was resulting from or caused by unseaworthiness or unfitness of the bus, deficiency of any equipment, appliance or other premises or property

owned or used by the Carrier, its servants or agents and/or due to their negligence or omission.

2.10.7 The provisions of Clauses 2.10.2 to 2.10.6 hereinabove, whichever may be applicable, shall extend to include any auxiliary contracts, supply or services of whatsoever nature (including, but without limitation, to the sale or supply of food, drinks and other goods and services and the provision of medical goods) made or provided by the Carrier on board. In the event of any sale or supply of food, drinks, medicines or any other goods or services whatsoever to the Passenger, any express or implied condition or warranty, whether statutory or otherwise, by which the Carrier or its servants or agents might otherwise held liable to the Passenger, are hereby excluded.

2.10.8 The obligation of the Carrier in the case of cancellation of or delay to any schedule or the cancellation of any ticket shall be limited to the return of the fare in accordance with Clause 2.4. In no circumstances shall the Carrier be held liable to the Passenger for any delay prior to embarkation or on the voyage.

2.10.9 All terms, conditions, limitations, exceptions and liberties herein contained and all rights, exemptions and limitations of liability under these Terms and Conditions are applicable and extend to include all staff or agent of the Carrier (including all independent sub-contractors engage by the Carrier from time to time) in case of defence or immunity of whatsoever nature, and for the purposes of this clause, the staff and agents (whom shall be deemed to be the contracting party mentioned on the ticket) are contracting with the Passenger as agent of and trustee of the Carrier. The aggregate of the amounts recoverable from the Carrier and such servants and agents in respect of the liabilities specified in Clause 2.10.6 shall not exceed the applicable limits specified in such clause and the Carrier shall be entitled to be paid of any sum recovered or recoverable by the Passenger from such servants or agents in excess of those limits.

## 2.11 Partial invalidity

2.11.1 If, at any time, any provision of these Terms and Conditions becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or

enforceability of the remaining provisions of these Terms and Conditions will be affected or impaired. If the illegal, invalid or unenforceable part would become legal, valid or enforceable if properly deleted, the parties hereto agrees that the relevant provisions have been deleted.

### **3. WHERE THE CARRIER CONTRACTS (ON BEHALF OF THE PASSENGER) IN ITS OWN NAME**

- 3.1 Where the Carrier enters into a contract on behalf of the Passenger in its own name with any third party for any purposes, the Carrier is not itself a carrier nor does the Carrier make or purport to make any contract as a principal with the Passenger for that part of the carriage, storage, packing, unpacking, (local) transportation, transshipment, loading, unloading or other handling of the goods. The Carrier's obligation is limited to procure the contracts for the passenger in respect of carriage, storage, packing, unpacking, (local) transportation, transshipment, loading, unloading or other handling of goods by other persons/parties.
- 3.2 Without prejudice to the exceptions and limitations contained in these Terms and Conditions, the Carrier shall be entitled to the benefit of all exceptions and limitations in favour of any third party expressly contained or implied in the Carrier's contract with such third party. The Passenger shall not impose on such third party any liability exceeding than that accepted by such third party under such contract.
- 3.3 The responsibility of the Carrier shall be limited to its provision of the Carriage Services to the Passenger only and no claim will be acknowledged by the Carrier for any damages or losses arising from other part of the transport or caused by or related to the services other than the Carriage Services even though the fare for the whole transport has been collected by the Carrier.

### **4. General**

#### **4.1 Definitions**

- 4.1.1 "Carriage Services" shall mean the services of transporting passengers and luggage between the Hong Kong-Zhuhai-Macao

Bridge Macau Port and the Hong Kong International Airport Sky pier Terminal by land provided in accordance with these Terms and Conditions.

- 4.1.2 "Carrier" shall mean the operators of the Carriage Services.
- 4.1.3 "Contract of Carriage" shall mean a contract made by or on behalf of the Carrier for the carriage of Passengers and their Luggage, as the case may be.
- 4.1.4 "Bus" shall mean the bus actually employed in the performance, in whole or in part, of the Contract of Carriage of Passengers and/or their Luggage.
- 4.1.5 "Passenger" shall mean any person who fulfill any of the following conditions, including infants and unborn children (other than the driver and any member of the crew of the Bus): -
  - 4.1.5.1 any person who is carried on the Bus, whether paid the fare or not, and whether or not such person have made a booking or caused the same to be made; and/or
  - 4.1.5.2 that person has paid the fare or whose fare has been paid by other people; and/or
  - 4.1.5.3 any person who has been issued with a ticket by the Carrier or by its agent.
- 4.1.6 "Luggage" shall mean any article carried by the Carrier under a Contract of Carriage including Cabin Luggage and Checked Luggage.
- 4.1.7 "Cabin Luggage" shall mean any luggage other than the Checked Luggage including any luggage which the Passenger brings with him or in his possession, custody or control, whether in the cabin or in suitcases or not.
- 4.1.8 "Checked Luggage" shall mean the luggage the handed over by Passengers to the Carrier pursuant to Clause 1.9 hereof for carriage.
- 4.1.9 "Terms and Conditions" shall mean these terms and conditions contains in this document applicable to all carriage of Passengers and Luggage by the Carrier subject to any amendment made by the Carrier from time to time. Any amendments to the Terms and Conditions shall become effective immediately after it is made or published by the Carrier. These Terms and Conditions shall apply to all Passengers and their Luggage including



gratuitous carriage performed by the Carrier.

4.1.10 "Airlines" shall mean any service providers of carriage of passengers by air at the Hong Kong International Airport.

#### 4.2 Clause Headings

The clause headings used herein are for ease of reference only and shall not affect the construction of these Terms and Conditions.

#### 4.3 Gender and Construction

Words implying the male gender shall also include the female gender and words importing the plural shall include the singular and vice versa.

#### 4.4 Translations

In the case of any conflict between the English or Chinese versions of these Terms and Conditions, the English version shall prevail.

### **5. INTERPRETATION AND JURISDICTION**

5.1 The Carrier has the sole and absolute right to interpret these Terms and Conditions. The Carrier reserves the right to change these Terms and Conditions without notice.

5.2 These Terms and Conditions, and any disputes arising from or in connection with the carriage or non-carriage of the Passenger or his Luggage by the Bus shall be governed and interpreted by the laws of the Hong Kong Special Administrative Region. All disputes (including but not limited to or any claims against the Carrier) shall be submit to and be determined in the courts of the Hong Kong Special Administrative Region.