

# Passenger Transportation Contract

## Chapter 1: General Principle

1. The passenger transport services for routes operated by Taiwan High Speed Rail Corporation (the “Company”), and the rights and obligations between passengers and the Company shall be governed by the Passenger Transportation Contract (the “Contract”).
2. Information on the Contract, station operation hours, timetable, ticket fare, and the possible miscellaneous fees for transport services are announced on the Company’s website and various prominent places in the stations.

## Chapter 2: General Provision

3. The terms used herein shall have the following meanings:
  - (1) Tickets: shall mean tickets or valid proofs issued or approved by the Company for the holders of such tickets to board the trains.
  - (2) Ticket Coupons: shall mean coupons which are issued or approved by the Company that could be exchanged for Tickets or to purchase Tickets at the stipulated discount.
  - (3) Reserved Seats: shall mean the seats for which the date, train number and seats are reserved.
  - (4) Non-reserved Seats: shall mean seats for which the train number and seats are not reserved, while the date and the car number are subject to restrictions.
  - (5) Full Fare: shall mean ticket prices arising from the mileage between each starting and destination stations and the service fee rates approved by the government for all classes of cars without preferential discounts.
  - (6) Commencement of Ride: shall mean the time when a passenger presents his/her Ticket for inspection and enters the paid area of the station at which he/she boards the train.
  - (7) End of Ride: shall mean the time when a passenger presents his/her Ticket for inspection and leaves the paid area at the destination station or at the station where such passenger ceases the ride.
  - (8) Pass-Through Intervals: shall mean intervals between the station where a passenger commences his/her ride and the station where such passenger is at or the next station where the train stops.
  - (9) Hazardous Goods: shall mean explosive goods, ignitable goods, toxic substances, infectious substances, radioactive substances, and corrosive substances as defined under Article 24 of the “Railway Transport Rules”.
4. Passengers should purchase tickets and board the trains according to the date/time, intervals, train class, and seat number recorded on the tickets. Or the passengers may use Electronic Stored Value Cards that have their automatic refill functions activated to directly board the trains and ride on Non-reserved Seats. For details please refer to “Notice for Riding with Electronic Stored Value Cards.”
5. Passengers should show their tickets and identification documents when the ticket inspector from the Company request inspection.
6. When passengers board the train without tickets or refuse to be inspected, the Company may charge the full ticket fares or the differences between the fares paid and the applicable fares, and may further impose penalties pursuant to applicable regulations.

When passengers do not pay the ticket fare or the differences in ticket fare, the Company may request such passengers to leave the train and exit the paid area of the stations, and claim the applicable ticket fares according to the law. The Company may also transfer such passengers to the police when necessary.
7. The Company operates the trains according to the timetable, and will deliver the passengers to the stations recorded on the ticket in a timely and safely manner. When transit is interrupted due to natural disasters, accidents or other force majeure events, or when the amount of passenger waiting

to be transported is huge, the Company may take the following actions and announce, broadcast or display the causes and responsive measures to the passengers.

- (1) Stop or restrict the stations from which tickets may be bought, or restrict the contents of the tickets to be sold;
  - (2) Adjust the train schedule, stopping stations and operation models;
  - (3) Allow passengers to stand in the entrance of the cars and in the Reserved Seat car ;
  - (4) Restrict the passengers' personal belongings that may be brought on to the trains;
  - (5) Other necessary actions.
8. When trains arrive at the destination stations at a time later than the scheduled time for thirty (30) minutes or more, the Company shall compensate the passengers according to the rules of the Contract. If death or other injuries to passengers occur, or if the personal belongings of the passengers are lost or damaged due to the train accidents, the Company shall compensate the passengers according to compensation regulations promulgated and announced by Ministry of Transportation and Communications.
- When the damages suffered by the passengers exceed the criteria set forth above, the passengers may still claim compensation according to other laws and regulations.
9. The passengers' right to claim for ticket refund shall become extinguished if such right is not exercised within one year from the date of the occurrence of the facts.

### **Chapter 3: The formation, rescission and the termination of the Contract**

10. The Contract shall form when the Company provides reservation code, ticket, or valid proof to passengers promising transportation after the passengers have expressed a desire to reserve seating or purchase tickets.
11. In the event of any of the following, the Company may refuse providing transport service and rescind or terminate the Contract:
- (1) When passengers request special responsibilities or obligations regarding railway transport;
  - (2) When passengers wear foul smelling clothes or carry unhygienic articles which may affect public hygiene;
  - (3) When transport is interrupted due to natural disasters or other force majeure events;
  - (4) When passengers exhibit behaviors which will likely endanger themselves or other passengers, or cause harassment to others;
  - (5) When passengers requiring escort do not have such escort;
  - (6) Where necessary equipment required for transport is not present;
  - (7) When the personal belongings of the passengers are in violation of Articles 34-36, or are likely to cause damages to other passengers or their properties.
  - (8) Passengers engage in smoking or excessive drinking;
  - (9) Passengers do not take the assigned seats or cars when riding;
  - (10) Passengers' behaviors may endanger the train operation or harass others.
  - (11) Passengers violate the rules of law, this Contract, the public order or good morals.

### **Chapter 4: Ticket type and ticket fare**

12. Types of Ticket issued by the Company are as follows:
- (1) According to the type of service: business car (reserved seating), standard car reserved seating, standard car non-reserved seating.
  - (2) According to the number of passengers: ordinary ticket, group ticket.  
Where a group of more than 11 (inclusive) passengers take the same train, the same type of car (limited to business car and reserved seating on standard cars), with the same origin and destination stations, the Company may issue and sell group tickets. Otherwise, please purchase ordinary tickets.
  - (3) According to the laws and regulations: seniority tickets, disabled tickets, children tickets and

full fare ticket.

- (a) Citizens who are at or above the age of 65 may purchase seniority tickets by providing their ID cards or other certificates issued by the Government that includes photo, ID number and birth date, which may sufficiently prove such elder's qualifications.
- (b) Physically and mentally disabled citizens and one of their necessary companion may purchase disabled tickets; provided that they present their disability manuals. The train number, car class and origin and destination stations of the trains taken by such companion shall be the same as such disabled citizen.

Note: For those holding the new version disable manual (pink), the companion discount sections on the back of those manuals need to be marked as "public transportation" to allow the companion (one person) to purchase tickets at a discount.

- (c) Children whose heights are above 115cm but less than 150cm, or whose heights are above 150 cm but are less than 12 years of age, may purchase children tickets by showing their IDs. Children whose heights are less than 115cm or children who are taller than 115cm but are not yet 6 years old with proof of ID may be exempted from the purchase of tickets, provided that such children do not take seats and are escorted by passengers who have purchased full fare tickets or are adults. If the children exempted need seatings, or if more than 2 children are escorted by the same adult, children tickets should be purchased.
- (d) Passengers should purchase full fare ticket if they cannot purchase seniority, disabled or children tickets.

- (4) According to the number of rides: one-way ticket, round-trip ticket, multi-ride ticket, and periodic ticket.

Passengers may purchase multi-ride ticket or periodic ticket if they need to travel within a specific period and within specified intervals between stations. Both multi-ride ticket and periodic ticket are issued with names "registered". Please refer to the "User Guidelines for Multi-Ride Ticket" and "User Guidelines for Periodic Ticket" for details.

- (5) The Company could issue preferential tickets or coupons for specific identity, train, or train class during the promotional periods. The applicable scope and rules shall be according to the announcement of each individual promotion.

- 13. Passengers who are eligible for purchasing preferential tickets or discounted tickets under the guidelines may only claim benefit from one and not multiple discount options.

- (1) Ordinary full fare tickets are charged the full fare, seniority tickets, disabled tickets and children tickets are charged at half price of the full fare.
- (2) When the number of full fare passengers exceeds 11 people (inclusive), group tickets are charged at 95% of full fare. There is no discount if the number of full fare passengers is less than 11. Passengers eligible for seniority tickets, disabled tickets or children tickets are charged at half price of the Full Fare.
- (3) The price for round-trip tickets shall be the sum of the one-way ticket prices for the departing trip and the return trip.
- (4) The ticket price for multi-ride tickets or periodic tickets shall be subject to the "User Guidelines for Multi-Ride Ticket" and the "User Guidelines for Periodic Ticket".
- (5) During promotional periods, the relevant discounts and targeted parties shall be subject to terms publicly announced for such individual promotions.

## **Chapter 5: Sale, Exchange, and Refund of Tickets**

- 14. Tickets may be sold by the Company in the following ways:

- (1) Except as otherwise announced by the Company, reserved seat tickets shall be issued and sold 28 days (inclusive) prior to the date of departure, and shall cease to be sold by a specific time prior to the time of departure. Passengers should pay the ticket fares within the designated time after booking; otherwise the booking will be canceled. Please refer to the official website

and the announcements at the stations for detail.

- (2) Non-reserved seat tickets, except for multi-ride tickets and periodic tickets, shall be issued and sold at ticket counters and ticket vending machines on the date of departure and cannot be reserved in advance.
15. Unless otherwise provided under the relevant laws, regulations or the Contract, no ticket refund shall be processed after the train has departed.
  16. Passenger can apply to change the purchased ticket or refund the ticket once before the commencement of ride. The rules for multi-ride tickets and periodic tickets should be pursuant to the “User Guidelines for Multi-Ride Ticket” and the “User Guidelines for Periodic Ticket”. The details are as follows:
    - (1) The change or refund of reserved seat tickets shall be processed no later than 30 minutes prior to the scheduled departure time of the corresponding train on the designated date. Non-reserved seat tickets shall be processed prior to the end of the business hours on the designated date. The change of group tickets shall be processed at least 1 day prior to the designated departure date, and 2 hours prior to the scheduled departure time for refunds; passengers should show all the group tickets when making such requests. If the specific train on the designated date does not have enough reserved seats for changing, the request will not be accepted.
    - (2) Passengers may change or refund non-issued tickets at the ticket windows, online ticketing system, and T Express. If the tickets are issued, passengers should change or refund the ticket at the ticket counters or the place from where the tickets were issued.
    - (3) When changing the tickets, the difference between the fares will be refunded in case of overpayment or will be required to be paid in the case of insufficient payment, and the ticket will be marked after changing. Applications for change of tickets which have been marked shall be by a refund and a repurchase. But if the changing of ticket is due to the purchasing errors at the time of such purchases, the tickets shall not be marked.
    - (4) When passengers apply for ticket refund, any remainder after deducting the processing fee from the actual fare received shall be refunded to the passengers. When applying for refund of ticket which is purchased via exchange of train coupon, no train coupons shall be returned.
    - (5) When passengers apply for ticket refund, the amount of money refunded shall be calculated as follows:
      - (a) When passengers apply for refunds of ordinary tickets, the remainder after deducting the processing fee (NT\$20 per ticket) from the actual fare received shall be refunded to passengers.
      - (b) When passengers apply for refund of group tickets, the processing fee shall be calculated based on the number of tickets to be refunded. In the event the number of tickets after such refund fails to meet the requirement stated under Paragraph 2 of Article 13, the calculation of the fare shall be done according to rules prescribed for full fare tickets.
      - (c) When passengers apply for refund of multi-ride tickets, such passengers shall be refunded with the remainder after deducting full fare of non-reserved seats multiplied by rides taken and the processing fee from the actual fare received (please refer to the “User Guidelines for Multi-Ride Ticket”).
      - (d) When passengers apply for refund of periodic tickets, such passengers shall receive the remainder from the actual fare received after deducting the number of days passed multiplied by the standard amount of deduction on the day of such refund and the processing fees (please refer to the “User Guidelines for Periodic Ticket”).

## **Chapter 6: Ticket usage rules**

17. Reserved seat tickets are valid for the specified date, train number, and interval as stated on the tickets. Non-reserved seat tickets are valid for the specified date and interval as stated on the tickets.

18. The ticket shall be invalid when the ticket has been altered or forged. Mobile tickets which are not issued by the Company's T Express, or those that are forwarded or copied shall also be invalid.
19. When tickets are damaged or if the details provided on the tickets are unreadable that such tickets become unusable in due course, the Company shall issue new tickets as replacements with the same contents specified on the original ones without additional processing fees after confirming the validity of such damaged tickets.
20. When passengers lost their tickets, replacement or refund will not be issued except for registered tickets.
21. The following passengers should show their IDs when boarding the trains for inspection, otherwise they may be deemed as not having the requisite qualifications.
  - (1) Passengers who hold seniority tickets.
  - (2) Passengers who hold disabled tickets.
  - (3) Children who hold children tickets and are 150 cm or above in height but under the age of 12, or children without tickets who are 115 cm or above in height but under the age of 6 and require no seats.
  - (4) Passengers who hold registered tickets.
  - (5) Passengers who hold the tickets issued to their specific identities and for discounts.
22. Passengers who board the trains without tickets, hold invalid tickets, hold the registered tickets of others, refuse inspection, or lost tickets after entering the paid area, should make up the fare payable from the origin station to the destination station, as well as an additional 50% of the fare for the Pass-Through Intervals as penalty unless there are justifiable causes.

When passengers are unable to proof their origin station, the fare covering the entire route of the train may be charged. In the event that the train boarded is uncertain, the fare for the train of which the starting station is the most far away from the station where such passengers disembarked may be charged. In the event that the car class taken is uncertain, the fare for business class may be charged.

In the event passengers lost their tickets after entering the paid area, they may ask the ticket inspectors to mark on the receipt of any repurchased tickets with "Lost and Repurchased". If the original tickets are subsequently discovered or found, such passengers may take such original tickets and the receipt marked as above to the station to claim for refund of the difference between the two tickets as well as any penalties paid.
23. Passengers who took car(s) or train(s) of lower fares due to natural disasters, other force majeure events, changes in the Company's operations, train delays or repetition in the assigned seats may seek refund of the differences between fares for the Pass-Through Intervals after such changes. For passengers who took car(s) or train(s) of higher fares in such circumstances, no makeup of the difference of fares shall be required.
24. In the event that a passenger stops his/her ride due to injury or illness, upon confirmation, except for periodic ticket holders, the ticket of such passenger may be marked by the Company's officer and be refunded the remainder of actual fare received after deducting fare payable for Pass-Through Intervals without processing fee.
25. When passenger commences his/her ride from a stop between his/her origin and destination stations, or stops his/her ride at a stop prior to his/her destination station, the untraveled journey shall be deemed renounced. Passengers who choose to ride in car(s) or train(s) of lower fares will not be refunded with the difference in fare. When passengers violate the guidelines for boarding the trains, they shall pay the difference in the fares. An additional 50% of the difference in the fares may be charged as penalty, as detailed follow:
  - (1) Passengers who choose to ride in car(s) or train(s) of higher fares (including those who use a discounted ticket to ride a train not specified on such ticket) shall pay the difference in fares for the Pass-Through Intervals of the car(s) or train(s) actually boarded.
  - (2) Passengers using preferential or discounted tickets but who fail to prove their qualification or identity shall pay the difference in the fares payable from the origin station to the destination station.

- (3) Passengers who got off a station after the destination station shall purchase tickets for such excess intervals.
  - (4) In the event that the tickets held by a passenger showed no record of entry, and upon the ticket inspector's confirmation that such tickets have been engaged in improper use, such passenger shall pay the fare payable from the starting station of the train and the origin station stated on such tickets.
26. Except for causes attributable to the Company such as delay or interruption in operation, when passengers take train(s) with tickets, the travel time from the Commencement of Ride to the End of Ride shall not exceed three and a half hours. Passengers who make up fare at the station shall stay for no more than one hour in the paid area after the fair adjustment has been made. In the event of violations, passengers may be additionally charged with the full fare for one business class ticket passing through all stations.

#### **Chapter 7: Operation interrupted, train delay, and damage compensation**

27. In the event that train service is interrupted, the Company shall transfer the passengers whose journey is interrupted to the closest railway, metro or bus stations. After the Company's officers in the station has dealt with such situation, passengers who suffered from such interruption may make requests to the Company based on either of the following methods, and the Company shall process such requests accordingly based on his/her intent. However, passengers using multi-ride tickets or periodic tickets should refer to their respective user guidelines.
- (1) Free transportation back to the origin station; and refund of the actual fare received without processing fees.
  - (2) The foregoing passengers may apply for refund of actual fare received after deducting fare payable for the pass-through intervals without processing fee.
28. When any train is delayed, a passenger who stops the journey at the origin station may apply for refund of the actual fare received without processing fees. When passengers stop the journey at a station between the origin and the destination stations, they shall be refunded with the fare of the untraveled journey. Passengers using multi-ride tickets or periodic tickets should refer to their respective user guidelines. When trains arrive at the passengers' destination thirty (30) minutes late or more than the scheduled time, the passengers may make request to the Company for refund or compensation based on the following rules:
- (1) When the delay is more than thirty (30) minutes but less than sixty (60) minutes and due to causes attributable to the Company, the Company shall refund 50% of the actual fare received. When the delay is more than sixty (60) minutes, the Company shall refund full fare received.
  - (2) When the delay is more than thirty (30) minutes and due to causes attributable to third parties, the Company shall refund 10% of the actual fare received.
  - (3) In the event of natural disasters, accidents or other force majeure events, the compensation shall be limited to the necessary expenses by the passengers arising out of such delay.
29. If the air condition of the car taken malfunctions, passengers who were so affected may request 20% of actual fare received as compensation.
30. When passengers request refund based on Articles 23, 24 and 27 to 29, the actual fare will be the full fare based on the type of the tickets held if the fare is not displayed on the tickets, or the displayed fare is zero (\$0). But if there are applicable promotional rules, the amount of refund should follow those rules.
31. If the passengers' personal belongings are lost or damaged due to causes attributable to the Company's employees, the Company shall compensate those passengers for the actual value of the damaged or lost goods.
32. When the Company's facilities or trains are damaged due to causes attributable to the passengers, such passengers should be liable for those damages. When the Company or other passengers suffer damages due to violations of Articles 34 to 36 by passengers, such violating passengers should also be liable for those damages.

## **Chapter 8: Personal belonging restrictions**

33. Passengers should take care of their own personal belongings; the Company does not take responsibility over the personal belongings of the passengers. When the personal belongings of a passenger occupy seats, such passenger should pay the full fare according to the class and the train.
34. Hazardous goods, corpses, bones, bone ashes, anything with rancid smell or are unhygienic or objects which have been publicly announced by the government or the Company as being likely to endanger or harass other passengers or the railways, shall be prohibited from carrying on board.
35. A passenger's personal belongings may not exceed 150cm in length per piece; 220cm in total length, width and height per piece; and 40kg in total weight. Any personal belongings exceeding the limitations referred to in the foregoing are prohibited from carrying on board. The following articles are excluded from the prohibition hereof:
  - (1) Medical or disaster relief equipment carried by medical or disaster relief personnel in case of emergency or disaster;
  - (2) Wheelchair(s) used by passenger(s);
  - (3) Musical instrument with length, width, and height dimensions not exceeding 200cm, 40cm, and 70cm respectively in length, width and height, and passengers should purchase full fare tickets for instruments that occupy seats.
  - (4) Articles approved by the Company.
36. No animals shall be allowed on the trains or into the station area, except under the following circumstances:
  - (1) Dogs, cats, turtles, rabbits, fishes, shrimps or other animals approved by the Company which do not obstruct public safety, hygiene or cause public nuisance are placed in containers with length, width, and height dimensions not exceeding 55cm, 45cm, and 38cm respectively, and which are secured and free from any possible leakage of feces and liquids. During the journey these should be placed under the seating area and the animals should not be allowed outside their containers;
  - (2) Police dogs, guide dogs, or guide puppies on duty and escorted by professional personnel (trainers).
37. In the event passengers violate Articles 34 to 36, such passengers shall be requested to exit at the next nearest station. The Company may also charge an additional 50% of the full fare for a business class ticket from the origin station to the station where the passengers disembarked.  
Passengers who carry any hazardous goods shall be punished in accordance with Article 68-1 under the Railway Act.

## **Chapter 9: Supplementary provision**

38. Any other matters which are not set forth hereof shall be governed in accordance with the announcement, relevant laws and regulations, usual practice, or the good faith principle.
39. If passengers have any questions or comments, please visit the Company's website ([www.thsrc.com.tw](http://www.thsrc.com.tw)), or contact the passenger service counter at the stations directly, or call the customer service line (International Calls: +886-2-4066-3000, Local: 4066-3000, Miaoli area: 4266-3000, Taitung and Kinmen areas: 4666-3000, and Matsu areas and mobile phones: 02-4066-3000. Calls are not toll-free).
40. The Company may collect personal information according to the relevant laws, regulations and the Contract. Please refer to the "Personal Information Protection Policy" announced and published at the stations, on the internet, and via the interactive voice response hotline.
41. The Contract shall be announced and implemented upon notice to the Ministry of Transportation and Communications.