

Form for service agreement entered into between licensed travel agent and licensed tour escort

(Licensed travel agents may decide on their own
whether to use this reference sample, or to use it after revision)

This Service Agreement is entered into on the following date:

	Year		Month		Day
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Party A :

Name of licensed travel agent:	
Number of travel agent licence:	

Party B :

Name of licensed tour escort:	
Number of tour escort licence:	
Period of validity of tour escort licence :	

This Service Agreement is entered into between Party A and Party B, and both parties agree to observe the following terms:

1. This Service Agreement will become effective from the date it is entered into until the following date :

	Year		Month		Day
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2. Party B must provide services to the outbound package tour(s) in accordance with the arrangements of Party A.

3. The service remuneration is calculated and paid in the following manner (if there is insufficient space, additional pages can be added; the additional pages are also part of this Service Agreement, which must be signed by both parties):

(a) Basic remuneration/basic salary (if any):

The basic remuneration/basic salary per *day/month/tour is at the following amount (the amount must be entered):

*HKD/non-HKD:		(the currency must be specified)
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(b) Tour fee (if any):

The tour fee for each tour is the following amount (the amount must be entered):

*HKD/non-HKD:		(the currency must be specified)
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(c) Amount (if any) and calculation method of the service charge of participants of an outbound package tour (must be specified in detail):

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(d) Other remuneration (if any) (must be specified in detail):

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- (e) The time and method(s) of payment of the above remuneration (must be specified in detail):

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4. Party A, pursuant to the requirements in paragraph 2.22(b) and (c) of the *Directives for Licensees* (the “*Directives*”) issued by the Travel Industry Authority (the “*Authority*”), must not require Party B to bear or unreasonably advance any payment for outbound tour groups, and must not delay the reimbursement for any advance payment made by Party B.

5. Party A must provide Part B with a duty list to set out the duties and responsibilities of Party B.

6. If Party B is a freelance tour escort, Part A, pursuant to the requirements in paragraph 2.24 of the *Directives*, must take practicable steps to ensure that Party B is covered by FTE insurance at any time during the entire duration when Party B performs the duties of tour escort in Hong Kong as assigned by Party A; and must provide Party B with a premium subsidy or the protection under FTE insurance in accordance with the provisions set out in Annex 2 to the *Directives*.

7. Party B must comply with Part 5 of the *Directives*: all requirements for licensed tour escorts, and all laws, rules and regulations related to the work of licensed tour escorts, including but not limited to:

- (a) Paragraph 5.2: Party B take all reasonable steps to safeguard the safety and interest of any participant of an outbound package tour;
- (b) Paragraph 5.3: Party B must strive to serve the participants of an outbound package tour during the journey;
- (c) Paragraph 5.5(h): Party B must not confiscate or seize, or threaten to confiscate or seize, the travel documents of the participants of an outbound package tour;
- (d) Paragraph 5.8: If an accident occurs, Party B must arrange treatment for an injured participant of an outbound package tour without delay, contact the insurance company (if the participant has bought travel insurance), arrange emergency rescue service

- (if necessary), and report the accident to Party A. Party B must report the accident to the local police if any third parties' liability is involved;
- (e) Paragraph 5.9: Party B must help to arrange medical treatment for a participant of an outbound package tour who has fallen ill and contact the insurance company (if the participant has bought travel insurance) without delay, and decide, depending on the situation, whether or not to report the accident to Party A. Party B must report the situation to Party A and/or the local police if a large number of participants of the package tour have fallen ill or any third parties' liability may be involved;
 - (f) Paragraph 5.10: If a local staff member of a service provider explains safety-related information to the participants of an outbound package tour, Party B must take reasonable steps to ensure that any participant who does not understand the language used to explain the said information is informed about the safety information;
 - (g) Paragraph 5.15: Party B must not force the participants of an outbound package tour to pay service charges, and must not allow the quality of service of the tour escort to be affected because of the underpayment or non-payment of service charges by the participants;
 - (h) Paragraph 5.16: Party B must comply with the directives and/or requirements governing self-paid activities (outbound) issued by the Authority and Party A;
 - (i) Paragraph 5.20: Party B must not provide inaccurate information to mislead the participants of an outbound package tour to make any purchase, and must not allow his/her attitude of service to be affected because the participants are unwilling to make any purchase;
 - (j) Paragraph 5.22: Party B must not abandon or threaten to abandon any participant of an outbound package tour arranged by Party A; and

- (k) Paragraph 5.24: Party B must abide by, and help the participants of an outbound package tour understand and abide by, the laws of Hong Kong and of the destinations.

8. Both Party A and Party B agree to submit this Service Agreement to the Authority for inspection.

9. Regarding the requirements of the *Directives* quoted or summarized in this Service Agreement, the latest version of the requirements published by the Authority will prevail.

(* Please delete as appropriate.)

Both Party A and Party B understand clearly the content of the foregoing and agree to sign below for confirmation. This Service Agreement is in duplicate, and each of the signing parties will keep a copy for future reference.

Signature of Party A's representative:	
Name:	
Position:	
Company stamp:	
Date:	

Party B's signature:	
Name:	
Hong Kong Identity Card Number:	
Date:	