Travel Industry Authority

Directives for Licensees

1 May 2026

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Foreword

The Travel Industry Authority (the "Authority"), established under the Travel Industry Ordinance (Cap. 634) (the "Ordinance"), performs a wide range of functions, one of which is to promote the integrity, competence and professionalism of licensees (namely travel agents, tourist guides and tour escorts).

The Authority seeks to deter and combat the malpractices of the travel industry through the Ordinance (including the primary legislation and subsidiary legislation) and the administrative measures adopted under section 152(2)(k) of the Ordinance (namely this *Directives for Licensees* (the "*Directives*") formulated and promulgated by the Authority through administrative means). The primary legislation and subsidiary legislation set out certain criminal offences in respect of the major malpractices of the travel industry. A person who is convicted of some of the offences is liable to the maximum penalty of a fine and imprisonment, and must also be subject to disciplinary proceedings of the Authority if that person is a licensee. If a licensee is found to be in contravention of the directives issued by the Authority only, the licensee must be subject to disciplinary proceedings of the Authority.

The *Directives*, which takes effect on 1 September 2022, regulates the activities of licensed travel agents, tourist guides and tour escorts. Licensees must comply with the relevant directives, the purpose of which is to regulate the activities of licensees in relation to the licensees' business and/or work. The Authority may duly make necessary changes to the *Directives* depending on the situation at the time.

Note: The Authority establishes and implements an administrative scheme for regulating shops that inbound tour groups are arranged to patronize under section 152(2)(j) of the Ordinance. Since the regulatory targets of the administrative scheme are not licensees, it will not be included in the Directives*. Details of the administrative scheme are available on the website of*

the Authority under the "Administrative Scheme for Registered Shops for Inbound Tour Groups".

Interpretation

Unless otherwise defined in the *Directives*, the terms defined in the Travel Industry Ordinance and the Travel Industry (General) Regulation have the same meanings in the *Directives*.

In the *Directives* –

> "Administrative Scheme for Registered Shops for Inbound Tour Groups" ("Administrative Scheme") (入境旅行團註冊商店行政計劃) ("行政計劃") means the administrative scheme established and implemented by the Authority in accordance with section 152(2)(j) of the Ordinance to regulate shops that Mainland and non-Mainland inbound tour groups are arranged to patronize, which is consisted of two parts, namely the Administrative Scheme for Registered Shops for Mainland Inbound Tour Groups ("Administrative Scheme for Mainland Groups") (內地入境旅行團註冊商店行政計劃) ("內地團行政計劃") and the Administrative Scheme for Registered Shops for Non-Mainland Inbound Tour Groups ("Administrative Scheme for Non-Mainland Groups") (非內地入境旅行團註冊商店行政計劃) ("非內地團行政計劃");
>
> "advantage" (利益) has the meaning given by section 2(1) of the Prevention of Bribery Ordinance, namely –
>
> (a) any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description;
>
> (b) any office, employment or contract;
>
> (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
>
> (d) any other service, or favour (other than entertainment), including protection from any penalty or disability incurred or

apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted;

(e) the exercise or forbearance from the exercise of any right or any power or duty; and

(f) any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any of the above items (a), (b), (c), (d) and (e),

but does not include an election donation within the meaning of the Elections (Corrupt and Illegal Conduct) Ordinance (Cap. 554), particulars of which are included in an election return in accordance with that Ordinance;

"advertisement" (宣傳品) means any information, including information accessed via electronic means by the public or a section of the public (including the Internet users), whether on payment or otherwise, addressed to the public or a section of the public, the purpose of which is to promote the product(s), service(s), brand(s), etc. of any licensed travel agent;

"activity without transport and accommodation" (不包交通及住宿的活動) means an activity at a place outside Hong Kong without transport departing from Hong Kong and accommodation outside Hong Kong, such as a one-day trip which begins and ends in Shenzhen, a half-day trip which begins and ends in Japan, etc.;

"air-plus-hotel package" (機票連酒店套票) means a combination of services and arrangements provided or obtained by a licensed travel agent for customers, which includes, without limitation, the following –

(a) air ticket(s) departing from Hong Kong; and

(b) accommodation outside Hong Kong;

"booking terms and conditions" (預訂條款及細則) means the document(s) prepared by a licensed travel agent concerning the relevant

combination of services and arrangements booked by customers and with contents such as the respective terms and conditions, the important points and the scope of liability, etc.;

"cancellation charge" (退票費) means a charge imposed by a major transport service provider as a result of cancellation of booking by a licensed travel agent;

"coerced shopping (outbound)" (威迫購物（外遊）) means the following situation –

> a participant of an outbound package tour is taken to have been subject to coerced shopping (outbound) if harassment, coercion or undue influence is used in the promotion, sale or supply of services and products to the participant of the tour;

"Consumer Relations Panel" (消費者關係小組) means the independent panel established to handle disputes between consumers and licensees that do not involve disciplinary matters under section 152(2)(l) of the Ordinance;

"emergency situation (outbound)" (緊急情況（外遊）) means a situation where any war, political unrest, terror attack, natural disaster, pandemic, adverse weather, serious traffic accident, etc. occurs;

"free outbound package tour" (免費外遊旅行團) means an outbound package tour provided or arranged by a licensed travel agent without imposing any tour fare and other related charges on customers;

"greeting tourist guide" (接關導遊) means a tourist guide assigned by a licensed travel agent to meet and greet a Mainland inbound tour group at an immigration control point in Hong Kong;

"guaranteed to depart" (保證出發) means a situation where an outbound package tour will depart as scheduled in the absence of any reasons beyond control (outbound);

"levy" (徵費) means the levy which a licensed travel agent must pay in respect of every outbound fare received by the travel agent pursuant to section 146 or 147 of the Ordinance, including the Fund levy and the Authority levy;

"local place of business" (本地營業地點) has the same meaning given to the term in section 2 of the Ordinance, which means a place of business in Hong Kong to which the public ordinarily have physical access;

"Mainland inbound tour group" (內地入境旅行團) has the same meaning given to the term in section 2(1) of the Ordinance, which means a tour group to Hong Kong from the Mainland[1];

"Mainland inbound tour group (general)" (內地入境旅行團（一般）) means the Mainland inbound tour group business carried on by a licensed travel agent for the purpose of obtaining any of the services mentioned in section 5(a) to (d) of the Ordinance, or any of the services mentioned in section 5(a) to (d) of the Ordinance and an arrangement for accommodation for a Mainland inbound tour group organized by a Mainland travel agent;

"Mainland inbound tour group (non-travel agent)" (內地入境旅行團（非旅行代理商）) means the inbound tour group business carried on by a licensed travel agent for the purpose of obtaining any of the services mentioned in items (a) to (d) below, or the service mentioned in item (e)

[1] A tour group visiting Hong Kong from the Mainland, regardless of whether the group has passed through one or more countries and/or places before arriving at Hong Kong, is also regarded as a Mainland inbound tour group.

for a Mainland inbound tour group organized by a unit that is a Mainland non-travel agent –

(a) a service providing sightseeing or visits to local places of interest;

(b) a service providing restaurant meals or other catered meals;

(c) a service providing shopping trips;

(d) a service providing local transport in connection with any of the services described in the above items (a), (b) and (c);

(e) a service providing any of the services mentioned in items (a) to (d) and an arrangement for accommodation;

"Mainland inbound tour group (one day)" (內地入境旅行團（一日）) means the Mainland inbound tour group business carried on by a licensed travel agent for the purpose of obtaining any of the services mentioned in section 5(a) to (d) of the Ordinance for a Mainland inbound tour group organized by a Mainland travel agent, with the duration of the service(s) being one day (arrival in and departure from Hong Kong on the same day without arrangement for accommodation);

"major transport service provider" (主要交通工具服務供應商) means an airline company, a cruise liner company, a high-speed rail company or a train company;

"media" (媒體) means any physical or electronic carrier which carries or conveys information, including but not limited to television, radio, newspapers, magazines, the Internet, mobile phones, mail (including electronic mail), leaflets, posters, billboards located outdoors or on any means of transport, etc.;

"outbound charter tour" (外遊包團) means a combination of services and arrangements which satisfies, without limitation, all of the following conditions (a) to (c) –

(a) a licensed travel agent provides or obtains, on the requests of a customer(s), for any two or all three of the following services and arrangements for the customer(s):

(i) transport departing from Hong Kong and/or at any place outside Hong Kong;

(ii) accommodation outside Hong Kong;

(iii) activities outside Hong Kong;

(b) the travel agent and the customer(s) enter into a written agreement regarding the services and arrangements[2]; and

(c) the travel agent does not, or does not attempt to, solicit the customer(s) directly and openly through an advertisement in the media. For the avoidance of doubt, a licensed travel agent is not considered to be soliciting or attempting to solicit a customer(s) directly and openly through an advertisement in the media where –

(i) the name and licence number of the travel agent appear in the advertisement(s) published by the travel agent's customer as the organizer of an outbound charter tour for the purpose of promoting the outbound charter tour with a specified departure date; or

(ii) the travel agent displays or shows in places, such as the travel agent's physical store(s), website(s) or any other communication network platform, sample itineraries of outbound charter tours with no specified departure date and tour fare for easy reference by those who intend to arrange outbound charter tours;

"outbound fare" (外遊費) has the same meaning given to the term in section 138(1) of the Ordinance, which means the amount of any payment

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[2] See the requirements set out in paragraph 2.70.

paid in relation to an outbound package (whether the payment amounts to the whole or a part of the price of the package);

"outbound package tour" (外遊旅行團) means a combination of services and arrangements provided or obtained by a licensed travel agent for customers, which includes, without limitation, all services and arrangements described in the following items (a) to (c) –

(a) transport departing from Hong Kong and/or at any place outside Hong Kong;

(b) accommodation outside Hong Kong; and

(c) activities outside Hong Kong. For the avoidance of doubt, the mere act of a licensed travel agent booking meals, admission tickets or services outside Hong Kong for customers does not by itself constitute an act of organizing an activity outside Hong Kong;

"outbound package tour information" (外遊旅行團資料) means information on an outbound package tour displayed in whatever form and on whatever information carrier, including but not limited to any message displayed in an advertisement, itinerary, price list, departure date list, website, email, instant messaging application, other electronic means, service booking form, enrolment form, booking terms and conditions, invoice, receipt, etc. in physical or electronic form;

"phrase with a meaning equivalent to guaranteed to depart" (與保證出發含義相同的字眼) includes "tour formed" (成團), "tour to depart" (成行), "tour already formed" (已成團), "tour ready to depart" (已成行) or any other phrase which may make customers consider the tour to be guaranteed to depart;

"Prevention of Bribery Ordinance" (防止賄賂條例) means Chapter 201 of the laws of Hong Kong, as amended or re-enacted from time to time;

"reasons beyond control (inbound)" (迫不得已理由（入境）) means the occurrence of any of the following: war, political unrest, terror attack, natural disaster, pandemic, adverse weather, technical issue in means of transport, sudden change to the frequency or cancellation of the service of any means of transport by its operator, strike, industrial action, force majeure event and any other situation of which the industry has no control and which is unfavourable to the participants of an inbound tour group to travel to Hong Kong;

"reasons beyond control (outbound)" (迫不得已理由（外遊）) means the occurrence of any of the following: war, political unrest, terror attack, natural disaster, pandemic, adverse weather, technical issue in means of transport, sudden change to the frequency or cancellation of the service of any means of transport by its operator, strike, industrial action, travel advisory (warning) issued by the government of the place of the destination or the World Health Organization, red or black outbound travel alerts issued by the Government of the Hong Kong Special Administrative Region, force majeure event and any other situation of which the industry has no control and which is unfavourable to travel from or outside Hong Kong;

"receipt with a levy stamp" (徵費印花收據) means a receipt bearing a levy stamp which is issued by the E-levy System;

"receiving tourist guide" (接待導遊) means a tourist guide assigned by a licensed travel agent to provide reception services for a Mainland inbound tour group during the period when the tour group is in Hong Kong;

"registered shop" (註冊商店) means a shop registered with the Authority under the Administrative Scheme established and implemented under section 152(2)(j) of the Ordinance;

"self-paid activity (outbound)" (自費活動（外遊）) means an activity which is arranged by a licensed travel agent for the participants of an

outbound package tour during the journey and which satisfies the following conditions –

(a) the participants need to pay an extra fee in addition to the tour fare of the package tour to join the activity; and

(b) the participants may decide of their own accord whether or not to join the activity;

"study tour" (遊學團) or "exchange tour" (交流團) means an outbound package tour which satisfies the following conditions –

(a) more than half of the tour participants of the tour are students under the age of 18; and

(b) the main activities of the tour are language learning; educational activities; cultural, academic or knowledge exchanges; skills training; enhancement of life experience; or outdoor classroom or sightseeing activities for the purposes of broadening the participants' horizons; etc.;

"tour escort card" (領隊卡) means the document issued with a tour escort licence or a renewed tour escort licence by the Authority to a licensed tour escort for the purposes of wearing and identification;

"tourist guide card" (導遊卡) means the document issued with a tourist guide licence or a renewed tourist guide licence by the Authority to a licensed tourist guide for the purposes of wearing and identification;

"Travel Industry (General) Regulation" (the "Regulation") (旅遊業（一般）規例) means the subsidiary legislation made under section 163 of the Ordinance;

"Travel Industry Ordinance" (the "Ordinance") (旅遊業條例) means Chapter 634 of the laws of Hong Kong, as amended or re-enacted from time to time;

"visa fee" (簽證費) means the fee charged by a visa-issuing authority (such as a consulate) for issuing a visa;

"work insurance for freelance tour escorts" ("FTE insurance") (自由作業領隊工作保險) means any insurance satisfying each of the basic requirements set out in Annex 2 to the *Directives*;

"work insurance for freelance tourist guides" ("FTG insurance") (自由作業導遊工作保險) means any insurance satisfying each of the basic requirements set out in Annex 4 to the *Directives*;

"working day" (工作日) means a day which is not a Saturday, Sunday, public holiday in Hong Kong, gale warning day (namely the day when tropical cyclone warning signal number 8 or above is issued by the Hong Kong Observatory) or black rainstorm warning day[3].

[3] If tropical cyclone warning signal number 8 or above, or a black rainstorm signal issued by the Hong Kong Observatory comes into effect at any time on a certain day, then that day is not a working day.

Part 1: Licensed Travel Agents

Professional ethics

1.1 A licensed travel agent must –

(a) faithfully carry out the duties which the travel agent undertakes, and safeguard the interest of customers;

(b) not knowingly undertake any commitment beyond the resources or ability of the travel agent;

(c) avoid contravening the legal or contractual obligations of the travel agent;

(d) avoid actions and situations likely to cause doubt about the integrity of the travel agent;

(e) provide accurate information to customers;

(f) take all practicable steps to determine that all the suppliers providing products, services or arrangements, or all the products, services or arrangements provided by the suppliers, are in accordance with the law or the requirements of other regulatory bodies in Hong Kong, the destination(s) or any other applicable places;

(g) be conversant with and ensure that the travel agents' staff are conversant with all relevant laws and the directives issued by the Authority;

(h) when having a dispute with a customer, endeavour to handle the dispute in a proper and speedy manner; and

(i) when handling a complaint filed by a customer which involves the supplier(s) or other organizer(s), endeavour to act as an intermediary to conciliate.

Local place of business where travel agent business is carried on[4]

Exclusive use of local place of business by licensed travel agent

1.2 If a licensed travel agent exclusively uses a local place of business, the travel agent must –

(a) ensure that the place is located in a separate and independent unit in a commercial building, or if the place is not located in a commercial building, the internal design of the place indicates that it is for commercial use only;

(b) ensure that the place is easily and directly accessible by members of the public, such as directly accessible through the entrance to the place from a street or the lobby of the building;

(c) set up a permanently affixed signboard or other display within the place to enable members of the public to easily identify travel agent business is being carried on at the place, except for the tour desks located in licensed hotels; and

(d) prove that the travel agent has the right to use the place to carry on travel agent business such as by submitting a tenancy agreement, or an assignment or written confirmation to prove ownership.

[4] According to sections 10(2)(b) and 14(3)(b) of the Ordinance, the Authority must be satisfied that the local place of business and the location of the place are suitable for travel agent business before the Authority issues a business permit, or renews a business permit.

Sharing of local place of business by licensed travel agents

1.3 If a licensed travel agent shares the same local place of business with other licensed travel agent(s), the following conditions in respect of the place must be satisfied –

(a) the place must be located in a separate and independent unit in a commercial building, or if the place is not located in a commercial building, the internal design of the place indicates that it is for commercial use only, and must be easily identified as being used for carrying on travel agent business;

(b) the number of licensed travel agents which occupy the place to carry on travel agent business must not exceed eight, and each travel agent must have an exclusive business area of not smaller than 30 square feet;

(c) the exclusive business area each occupied by each travel agent must be partitioned firmly and clearly, and each area must be designated by a different number for identification;

(d) each travel agent must prove that it has the right to use the place, such as by submitting a tenancy agreement, a written agreement or any other document(s), with the floor plan of the place enclosed, on which the name or business name of each travel agent and the location of the partitioned area of the travel agent must be marked clearly;

(e) the name or business name of each travel agent must be displayed clearly at the entrance or a prominent place near the entrance to the place and in the relevant business area for easy identification by members of the public; and

(f) computers and storage space for important documents must not be shared among the travel agents.

1.4 A licensed travel agent must apply for and obtain a business permit **before** changing the local place of business exclusively used by the travel agent as mentioned in paragraph 1.2, a failure of which will constitute a contravention

of section 6(3)(a) of the Ordinance. In addition, a licensed travel agent must apply to the Authority in writing 14 days before for a change to the business area of the shared local place of business as mentioned in paragraph 1.3, and the change can only be made after the application is approved by the Authority in writing.

Name and business name

1.5 A licensed travel agent must apply to the Authority in writing 14 days before for a change to the name or business name of the travel agent, or an addition of a business name, and the change or addition can only be made after the application is approved by the Authority in writing.

1.6 The name or business name to be changed or the business name to be added under the application by the travel agent must not be identical or similar to the name or business name of any other licensed travel agent[5].

[5] When considering whether the names are identical or similar, the Authority will have regard to all relevant matters, including but not limited to –

(a) whether the significant parts of the names are visually identical or similar (if the names are only phonetically identical or similar, they will not be regarded as identical or similar);

(b) the significant part of the name mentioned in subparagraph (a) above generally does not include the words describing the nature of the business, such as "旅遊", "假期", "旅運", "Travel", "Tour", "Holiday", "Vacation", etc., and does not include the words describing geographical regions, such as "香港", "中國", "Hong Kong", "HK", "China", etc.;

(c) if an applicant can prove that the applicant's controlling shareholder (that is, a shareholder holding more than 50% of the shares) is the same as that of another licensed travel agent, the application may still be considered for approval despite the name of the applicant and the name of that travel agent being similar.

Declaration of association with registered shops

1.7 In paragraphs 1.8 to 1.9 –

(a) "specified person" means a shareholder, partner, sole proprietor, director(s) and/or the authorized representative of a licensed travel agent;

(b) "specified relative" means a parent, spouse, offspring or sibling.

1.8 If a specified person as referred to in paragraph 1.7(a) belongs to either of the following situations, the licensed travel agent must file a declaration with the Authority in the form in Annex 1 to the *Directives* –

(a) a specified person or any company of a specified person partly or wholly owns any registered shop, or is a director of any registered shop;

(b) the specified relative of a specified person or any company of the specified relative of a specified person partly or wholly owns any registered shop, or is a director of any registered shop.

1.9 After filing a declaration with the Authority pursuant to paragraph 1.8, if there is any change in the declared status, the travel agent must notify the Authority in writing within 14 days (exclusive of the date of change) of the change.

Display of tour group information on vehicles

1.10 Pursuant to section 36(1) of the Ordinance and section 17 of the Regulation –

(a) the prescribed information that a licensed travel agent must display on the vehicle that it arranges for transporting a tour group is –

(i) the number of the travel agent's licence; and

(ii) the tour group number assigned to the tour group by the travel agent; and

(b) the prescribed way to display such prescribed information is that –

(i) the information must be displayed clearly and prominently on the vehicle;

(ii) the information must not be displayed at any position that is likely to obstruct the view of the driver of the vehicle;

(iii) the information must not be displayed in such a way that is likely to pose any risk of injury to passengers;

(iv) the height of each of the characters showing the number of the travel agent's licence must not be less than 2.5 cm;

(v) the height of each of the characters showing the tour group number must not be less than 2 cm; and

(vi) the information must not be displayed together with any other information.

1.11 Pursuant to section 36(2) of the Ordinance, a licensed travel agent who contravenes section 36(1) commits an offence and is liable on conviction to a fine at level 1.

Handling of disputes between consumers and licensed travel agents that do not involve disciplinary matters

1.12 Paragraphs 1.13 and 1.14 are applicable to disputes between consumers and licensed travel agents that do not involve disciplinary matters.

1.13 A licensed travel agent must, on a written request by the Authority and within the period specified by the Authority in the request, provide the information and/or document(s) specified by the Authority.

1.14 If a consumer accepts a decision made or reviewed by the Consumer Relations Panel in respect of a dispute, a licensed travel agent must, within the period specified by the Authority, implement the decision.

Change of authorized representative for any reason other than death or incapacity of authorized representative

1.15 If the authorized representative of a licensed travel agent ceases to be the travel agent's authorized representative for any reason other than the death or incapacity of the authorized representative, the travel agent must, within 14 days after the date on which the cessation takes place, or a longer period which the Authority may permit, apply to the Authority for approval of another individual as the travel agent's authorized representative.[6]

Compliance with Prevention of Bribery Ordinance

1.16 A licensed travel agent must comply with the Prevention of Bribery Ordinance, including not offering, soliciting and/or accepting any advantage in contravention of that Ordinance.

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[6] Section 29 of the Ordinance stipulates that if the authorized representative of a licensed travel agent dies or becomes incapable of acting, the travel agent must, within 14 days after the date on which the travel agent becomes aware of that fact, or a longer period the Authority may permit, apply to the Authority for approval of another individual as the travel agent's authorized representative. Section 30 of the Ordinance stipulates that if a licensed travel agent proposes, for any reason other than the death or incapacity of the travel agent's authorized representative, another individual for approval as the travel agent's authorized representative, the travel agent must apply to the Authority for the approval.

Part 2: Outbound Services and Arrangements by Licensed Travel Agents

General directives

2.1 To promote the development of the travel industry, a licensed travel agent must –

(a) endeavour to provide quality services to customers;

(b) maintain and enhance the reputation, standing and goodwill of the travel industry and licensed travel agents; and

(c) contribute to the public interest and the travel industry through benign competition and improvement of business standard.

2.2 A licensed travel agent must take all reasonable steps to safeguard the safety and interest of any participant of an outbound package tour.

Counting number of days of outbound package tour

2.3 A licensed travel agent must use the following method for counting the number of days of an outbound package tour (any day less than one day is taken as one day): the day when the transport carrying the participants of a tour is scheduled to depart from where they assemble is regarded as the first day, and the day when the transport carrying the participants is scheduled to arrive at where they are dismissed as the last day.

Related charges of outbound package tour

Additional charges

2.4 Except for reasons beyond control (outbound) or where the Authority considers appropriate (including the situations as described in paragraph 2.6), a licensed travel agent must, not less than 28 days (exclusive of the day of notice and the day of departure) before the departure of an outbound package tour, confirm the tour fare and other related charges[7], the handling fee which may be imposed by the travel agent for cancellation of an outbound package tour for reasons beyond control (outbound), other handling charges, etc.

2.5 Unless otherwise stated in paragraph 2.6, once the tour fare and other related charges are confirmed, the travel agent must not impose any other additional charges.

2.6 In the situations set out in this paragraph, a licensed travel agent may impose an additional charge on a customer who has signed up for an outbound package tour but has not yet made a full payment of the tour fare and other related charges, if –

(a) there is an increase in the cost of the package tour resulting from a more than 3% variation in the exchange rate;

(b) there is an increase in the cost of the package tour due to unforeseeable circumstances, provided that there is a reasonable ground justifying the increase in the cost and the additional charge is proportionate to the increase; or

[7] Other related charges include, without limitation, taxes, airport security charges, the outbound package tour service charges, gratuities on cruises, travel insurance premiums, visa charges and other relevant charges (including, without limitation, visa fees and the service / handling charges for processing visa).

(c) there is an increase in the cost of air ticket(s) due to a fluctuation in fuel surcharges.

2.7 If a licensed travel agent imposes an additional charge pursuant to the situations set out in paragraph 2.6, an affected customer may, without prejudice to the customer's legal rights and obligations, elect to pay the additional charge to continue to participate in the package tour or withdraw from the package tour before its departure. In the latter case, the travel agent must –

(a) (where a customer elects to withdraw from the package tour within seven working days (exclusive of the date of notice given by the travel agent) from the date of notice for the imposition of the additional charge given by the travel agent) within seven working days from the date of the said notice; or

(b) (where a customer elects to withdraw from the package tour after seven working days (exclusive of the date of notice given by the travel agent) from the date of notice for the imposition of the additional charge given by the travel agent) within seven working days (exclusive of the date of withdrawal by the customer) from the date of the customer's election to withdraw from the package tour,

return, or (in the event the customer pays for the package tour by credit card[8]) arrange to refund, all monies paid by the customer.

2.8 If a licensed travel agent decides to impose an additional charge in accordance with paragraph 2.6, the travel agent must inform the customers of the decision as soon as possible.

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8 In the *Directives,* "credit card" includes any means of electronic payment other than credit card.

Prohibition on imposing surcharges for leaving outbound package tour during journey

2.9 A licensed travel agent must not at any time and in any manner demand surcharges from, or impose surcharges on, a participant of an outbound package tour for the reason of the participant leaving the tour during the journey.

Outbound package tour service charge

2.10 If, in addition to the tour fare, a licensed travel agent imposes a service charge in respect of an outbound package tour on a customer, the travel agent must state clearly the same in the advertisement, itinerary, booking terms and conditions or any other document of the package tour, and provide the customer with the following information before the customer signs up for the package tour –

(a) the method of calculation of the service charge (such as for each day or the whole journey) and its amount;

(b) any or all of the following charges included in the service charge (the charge(s) included must match the person(s) who will actually provide the services) –

(i) the service charge for the licensed tour escort;

(ii) the service charge for the local guide;

(iii) the service charge for the tour coach driver;

(iv) the service charge for the related personnel of the travel agent;

(c) the name(s) and amount(s) of any other service charge (if any) which the customer needs to pay, such as the service fee charged by a cruise liner company;

(d) the currency (except for the Hong Kong dollar) in which the service charge is denominated; and

(e) the terms in relation to the service charge.

2.11 If the total amount of the service charge is higher than the amount of the tour fare of an outbound package tour, a licensed travel agent must state the total amount of the service charge in the specified manner set out in paragraph 3.15.

Booking services or arrangements

2.12 Paragraphs 2.13 to 2.18 are applicable to outbound package tours and air-plus-hotel packages.

2.13 In respect of the booking terms and conditions of an outbound package tour and an air-plus-hotel package, a licensed travel agent must –

(a) define clearly the scope of liability owed by the travel agent towards customers, the wording of which should be in a manner easy to read and understand;

(b) state clearly whether, in addition to the fare of the relevant combination of services and arrangements, any additional charge is imposed on a customer and the circumstances and conditions where the charge is imposed;

(c) state clearly the travel agent's general policy in respect of the cancellation of, or alteration to any part of, the relevant combination of services and arrangements by the travel agent; and

(d) state clearly whether, in the event of alteration to, or cancellation of, the relevant combination of services and arrangements or any part of it by a customer, the customer will be required to pay any fee for change or cancellation, and (where applicable) state clearly the amount and the basis of calculating the fees and the circumstances and conditions where the fees are payable.

2.14 A licensed travel agent must, prior to a customer making a booking of any combination of services and arrangements, explain to the customer the applicable booking terms and conditions; or (if the travel agent conducts transactions with a customer by using a website or any other communication network platform) let the customer confirm the understanding and acceptance of the terms and conditions.

2.15 A licensed travel agent must ensure that the information stated in a booking form for travel arrangements is correct and the other booking requirements by a customer are also stated clearly in the booking form.

2.16 If a customer requests a licensed travel agent to check the travel document of the customer, the travel agent must duly check the document. If any problem is identified, the travel agent must communicate and clarify the same with the customer.[9]

2.17 When accepting a booking, a licensed travel agent must, on request of a customer –

(a) provide information on the health requirements necessary for the journey;

(b) provide information on the visa requirements necessary for the journey; and

(c) so far as is practicable, arrange for the other services requested by the customer.[10]

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[9] The requirements in paragraph 2.16 do not apply to the situation where a licensed travel agent conducts transactions with customers by using a website or any other communication network platform. For the avoidance of avoid, if a licensed travel agent carries on travel agent business concurrently at a local place of business and by using a website or any other communication network platform, the travel agent is not subject to the requirements for the sole reason that the travel agent carries on travel agent business at the local place of business.

[10] The requirements in paragraph 2.17(a) and (b) do not apply to the situation where a licensed travel agent conducts transactions with customers by using a website or any other communication network

2.18 Pursuant to the general requirements prescribed under section 11 of the Regulation, a licensed travel agent must –

(a) in any letter, account, receipt, pamphlet, brochure or other documents issued in whatever form by or on behalf of the travel agent in the capacity of a travel agent, state clearly and conspicuously –

(i) the name and, if applicable, the business name, of the licensee; and

(ii) the number of the travel agent's licence; and

(b) prior to requesting any payment from a customer for any service to be provided, whether by way of deposit or otherwise, give the customer full particulars of the service.

2.19 Except for the information stated in paragraph 2.18, a receipt or invoice issued by a licensed travel agent or the travel agent's representative to a customer must contain details on the travel service or product booked and must also contain the following information (if applicable) –

(a) the telephone number, email address and (if applicable) address of the travel agent;

(b) the number of the invoice and/or receipt;

(c) the name of the payer and/or the person who will use the travel service or product booked;

(d) the price of the travel service or product;

(e) the amount of deposit or outstanding balance paid, or the amount of payment in full;

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platform. For the avoidance of avoid, if a licensed travel agent carries on travel agent business concurrently at a local place of business and by using a website or any other communication network platform, the travel agent is not subject to the requirements for the sole reason that the travel agent carries on travel agent business at the local place of business.

(f) payment details, including the name and amount of each payment item;

(g) the booking date and payment date;

(h) description of product –

(i) (for an air ticket) one way or return, the destination, name of the airline, flight number and class;

(ii) (for an air-plus-hotel package) one way or return, the destination, name of the airline, flight number and class, and the name, location and room type of, and dates of stay in, the hotel(s);

(iii) (for a cruise product) the destination, the name of the cruise ship, the number of days of the trip and the room type;

(iv) (for an outbound package tour) the destination and the duration of the tour;

(v) (for a booking of hotel rooms) the name, location and room type of, and dates of stay in, the hotel(s);

(vi) (for an application for a visa) the visa fee and handling fee; and

(vii) the departure and return dates, or the validity period of the relevant service and product.

Arrangements of licensed tour escort

Arrangements of licensed tour escort accompanying outbound package tour

2.20 A licensed travel agent must make available to a customer the itinerary of an outbound package tour before the customer signs up for the package tour, and the following must be stated in the itinerary –

(a) whether there will be any licensed tour escort accompanying the package tour;

(b) whether the licensed tour escort will accompany the package tour throughout the whole journey; and

(c) the period during which the licensed tour escort will accompany the package tour.

Relationship between licensed travel agent and licensed tour escort

2.21 A licensed travel agent must provide each licensed tour escort with a duty list[11] to set out the duties and responsibilities of tour escort.

2.22 A licensed travel agent must enter into a service agreement with a licensed tour escort[12] before assigning the tour escort to perform the duties of tour escort, which states that the travel agent –

(a) must make payment of service remunerations to the tour escort;

(b) must not require the tour escort to bear or unreasonably advance any payment for an outbound package tour; and

(c) must not delay the reimbursement for any advance payment made by the tour escort.

Work insurance for freelance tour escorts

2.23 In paragraphs 2.24 and 2.25, "freelance tour escort" means a licensed tour escort not covered by the Employees' Compensation Ordinance (Cap. 282).

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11 A reference sample of the duty list may be downloaded from the Authority's website.

12 A reference sample of the service agreement may be downloaded from the Authority's website.

2.24 If a licensed travel agent assigns a freelance tour escort to perform the duties of tour escort, the travel agent must –

(a) take practicable steps to ensure that the tour escort is covered by FTE insurance at any time during the entire duration when the tour escort performs the duties of tour escort outside Hong Kong as assigned by the travel agent; and

(b) provide a premium subsidy in accordance with the provisions set out in Annex 2 to the *Directives*, or provide the tour escort with FTE insurance.

2.25 For the avoidance of doubt –

(a) the method of calculating the number of days of an outbound package tour as stated in paragraphs 4 and 5 in Annex 2 to the *Directives* is different from that stipulated in paragraph 2.3;

(b) a licensed travel agent must not assign a freelance tour escort who for any reason (including but not limited to the age of tour escort has exceeded the coverage under FTE insurance) is not covered by FTE insurance; and

(c) if a freelance tour escort who is not covered by FTE insurance performs the duties of tour escort assigned by a licensed travel agent, it does not constitute a breach on the tour escort's part of the requirements under paragraph 2.24.

Self-paid activities (outbound)

2.26 A licensed travel agent must include the fee of any activity not being a self-paid activity (outbound) in the tour fare of an outbound package tour, and must not impose on the participants of the package tour any fee in addition to the tour fare in respect of that activity.

2.27 A licensed travel agent must reserve time and arrange for any self-paid activities (outbound) included in the itinerary of an outbound package tour. Unless

otherwise in the circumstances specified in the itinerary or the list of self-paid activities (outbound), the self-paid activities (outbound) must be arranged according to the itinerary.

2.28 A licensed travel agent must ensure that all self-paid activities (outbound) comply with all of the following requirements, irrespective of whether the self-paid activities (outbound) are included in the itinerary of an outbound package tour –

(a) the travel agent must, before a customer signs up for the package tour, provide an itinerary or a list of the self-paid activities (outbound), which must state –

(i) detailed information on each self-paid activity (outbound) recommended by the travel agent;

(ii) information on the arrangements for those participants who do not join a self-paid activity (outbound); and

(iii) the participants may decide of their own accord whether or not to join a self-paid activity (outbound); and

(b) the detailed information on the self-paid activities (outbound) as referred to in subparagraph (a)(i) above must include all of the following items –

(i) the names and contents of the self-paid activities (outbound) (including the time the self-paid activities (outbound) begin, the duration of and the travelling time for the self-paid activities (outbound));

(ii) the amount and details of the fees of the self-paid activities (outbound) (including whether the fees for adults and children are the same, whether the fees are fixed, whether the fees are subject to the number of participants of the self-paid activities (outbound), the refund arrangements in the event of cancellation, etc.);

(iii) the conditions for arranging the self-paid activities (outbound) (including the limit on the number of participants, etc.) and the consequences for non-fulfilment of the foregoing conditions (including cancellation or postponement of the self-paid activities (outbound) or shortening of the duration of the self-paid activities (outbound), etc.); and

(iv) safety and other issues which the customers need to pay attention to.

2.29 A licensed travel agent may re-arrange the order of self-paid activities (outbound) subject to the actual situations.

Cancellation of outbound package tour not for reasons beyond control (outbound)

2.30 If a licensed travel agent, for any reason other than reasons beyond control (outbound), cancels an outbound package tour before its departure, the travel agent must notify customers of the cancellation in the manner set out below, failing which the travel agent must handle the cancellation in accordance with paragraph 2.32 –

(a) (for cancellation of an outbound package tour the duration of which is three days or less) notifying the customers at least one day before departure (exclusive of the day of notice to the customers and the day of departure);

(b) (for cancellation of an outbound package tour the duration of which is four days to nine days) notifying the customers at least seven days before departure (exclusive of the day of notice to the customers and the day of departure);

(c) (for cancellation of an outbound package tour the duration of which is 10 days or more) notifying the customers at least 14 days before departure (exclusive of the day of notice to the customers and the day of departure).

2.31 If a licensed travel agent cancels an outbound package tour pursuant to the requirements set out in paragraph 2.30, the travel agent must –

(a) (in the event a customer pays for the package tour by any means other than credit card) refund the monies paid by the customer within seven working days (exclusive of the date of notice given by the travel agent) from the date of cancellation notice given by the travel agent; or

(b) (in the event a customer pays for the package tour by credit card) arrange to refund the monies paid by the customer in the manner specified in paragraph 2.36.

2.32 If the travel agent fails to notify a customer of the cancellation of an outbound package tour within the period set out in paragraph 2.30, the travel agent must –

(a) (in the event a customer pays for the package tour by any means other than credit card) refund the monies paid by the customer and pay a sum equivalent to 15% of the outbound tour fare (subject to a maximum amount of HK$1,000) as compensation to the customer within seven working days (exclusive of the date of notice given by the travel agent) from the date of cancellation notice given by the travel agent; or

(b) (in the event a customer pays for the package tour by credit card) arrange to refund the monies paid by the customer and pay a sum equivalent to 15% of the outbound tour fare (subject to a maximum amount of HK$1,000) as compensation to the customer in the manner specified in paragraph 2.36.

2.33 A licensed travel agent must, before a customer signs up for an outbound package tour, make available to the customer the information on notices and refund arrangements set out in paragraphs 2.30 to 2.32 and applicable to the package tour.

2.34 In respect of the notice issued to customers in accordance with paragraph 2.30, a licensed travel agent must adopt a reasonable means[13] to issue the notice to customers. The travel agent must keep the relevant notice records for a minimum period of one year.

Refund arrangements for payment of tour fare and other related charges of outbound package tour by credit card

2.35 Paragraph 2.36 is applicable to outbound package tours which are not outbound charter tours.

2.36 A licensed travel agent must make refund applications to card-issuing institutions[14] for payment by credit card of the tour fare and other related charges of an outbound package tour within seven working days (exclusive of the date of notice given by the travel agent) from the date of cancellation notice given by the travel agent if the package tour is cancelled prior to departure for any reason other than reasons beyond control (outbound).

Refund arrangements for visa-related charges

2.37 Paragraphs 2.38 to 2.40 are applicable to the situation below –

(a) a licensed travel agent cancels an outbound package tour for any reason other than reasons beyond control (outbound);

(b) the tour is not an outbound charter tour; and

(c) the customers of the tour have paid the travel agent the service or handling charge(s) for visa applications.

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[13] A reasonable means includes, without limitation, recordable telephone messages or voicemails, SMS, instant messaging application, emails, other electronic means, fax, post, etc.

[14] In the *Directives*, "card-issuing institution" includes an institution which operates any means of electronic payment other than credit card.

2.38 In the situation set out in paragraph 2.37, the travel agent must –

(a) (in the event a customer pays for the package tour by any means other than credit card) refund the visa application service charge or handling charge paid by the customer within seven working days (exclusive of the date of notice given by the travel agent) from the date of cancellation notice given by the travel agent; or

(b) (in the event a customer pays for the package tour by credit card) arrange to refund the visa application service charge or handling charge paid by the customer in the manner specified in paragraph 2.36.

2.39 In the situation set out in paragraph 2.37, if the travel agent has already applied on the customers' behalf for a group visa, which is invalid for use by each customer individually, the travel agent must –

(a) (in the event a customer pays for the package tour by any means other than credit card) refund the group visa fee paid by the customer within seven working days (exclusive of the date of notice given by the travel agent) from the date of cancellation notice given by the travel agent; or

(b) (in the event a customer pays for the package tour by credit card) arrange to refund the group visa fee paid by the customer in the manner specified in paragraph 2.36.

2.40 In the situation set out in paragraph 2.37, if the travel agent has applied on a customer's behalf for a visa which is not a group visa, the travel agent may deduct from the refund to the customer an amount equivalent to the visa fee paid by the travel agent.

Cancellation of outbound package tour for reasons beyond control (outbound)

2.41 Paragraphs 2.42 to 2.54 are applicable to outbound package tours which are not outbound charter tours.

2.42 A licensed travel agent must state clearly in information such as the booking terms and conditions of an outbound package tour the fee arrangements (namely the cancellation charges and the handling fees (if any) stated in paragraph 2.44(b)) if the package tour is cancelled because of reasons beyond control (outbound).[15]

2.43 A licensed travel agent must ensure that the information on the fee arrangements as referred to in paragraph 2.42 is available to customers before they sign up for an outbound package tour.

2.44 If a licensed travel agent cancels an outbound package tour before departure for reasons beyond control (outbound), the travel agent must –

(a) notify the customers of the package tour as quickly as possible;

(b) when notifying the customers of the cancellation of the package tour, inform clearly the customers that cancellation charges may be imposed and the amount of handling fees (if any) for cancelling the package tour;

(c) use reasonable endeavours to seek a waiver of all cancellation charges from the major transport service providers; and

(d) use reasonable endeavours to assist the customers in making claims to insurance companies.

2.45 If the major transport service providers allow the travel agent which has cancelled the bookings to have the paid monies retained by the major transport

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[15] A licensed travel agent may refer to the following template: "According to the Directives issued by the Travel Industry Authority (the Authority), if a licensed travel agent cancels an outbound package tour for any reason beyond control (outbound), the travel agent may charge cancellation charges when handling the relevant refund and handling fees as stated in the relevant information on the outbound package tour. For the Directives issued by the Authority, please visit the Authority's website at www.tia.org.hk."

service providers for future use, the travel agent must not impose any cancellation charge on the customers.

2.46 If the major transport service providers impose cancellation charges, the travel agent must submit to the Authority the specified information set out in Annex 3 to the *Directives* and the supporting documents issued by the major transport service providers (if any) before the travel agent may proceed to impose any cancellation charges.[16]

2.47 The travel agent must notify the customers of the amounts of the cancellation charges within seven working days (exclusive of the date of submission) from the date of submission of the written proof to the Authority by the travel agent as referred to in paragraph 2.46. The travel agent may, when making refunds to the customers, impose the cancellation charges, provided that the total amount so charged does not exceed the aggregate of the tour fare and other related charges paid by the customers.

2.48 If the travel agent does not impose the cancellation charges, unless the customers agree that the tour fare and other related charges paid by the customers are to be retained by the travel agent for payment of other products or services provided by the travel agent, the travel agent must –

(a) (in the event a customer pays for the package tour by any means other than credit card) refund the monies paid by the customer (after deducting the handling fees (if any)) within seven working days (exclusive of the date of notice given by the travel agent) from the date of cancellation notice given by the travel agent; or

(b) (in the event a customer pays for the package tour by credit card) arrange to refund the monies paid by the customer (after

[16] All written proof and supporting documents submitted by a licensed travel agent will be uploaded to the Authority's website (www.tia.org.hk) and published in any other means as the Authority considers appropriate.

deducting the handling fees (if any)) in the manner specified in paragraph 2.56.

2.49 If the travel agent imposes the cancellation charges, unless the customers agree that the tour fare and other related charges paid by the customers are to be retained by the travel agent for payment of other products or services provided by the travel agent, the travel agent must –

(a) (in the event a customer pays for the package tour by any means other than credit card) refund the monies paid (after deducting the handling fees (if any) and the cancellation charges) within seven working days (exclusive of the date of submission) from the date of submission of the written proof to the Authority by the travel agent as referred to in paragraph 2.46; or

(b) (in the event a customer pays for the package tour by credit card) arrange to refund the monies paid by the customer (after deducting the handling fees (if any) and cancellation charges) in the manner specified in paragraph 2.56.

2.50 The monies which must be refunded or arranged to be refunded as mentioned in paragraphs 2.48 and 2.49 include but not limited to the tour fare, air passenger departure tax, fuel surcharges imposed by airlines, service charges imposed by the travel agent, etc. But the visa-related charges must be handled pursuant to the provisions under paragraph 2.58.

2.51 If the travel agent allows the tour fare and other related charges paid by the customers to be retained for payment of other products or services provided by the travel agent, the travel agent must not take back the relevant receipts with levy stamps, so that the customers may apply to the Authority for ex gratia payments from the Travel Industry Compensation Fund if necessary.

2.52 If the customers spend the retained monies of the tour fare and other related charges paid to purchase other products or services provided by the travel agent, the travel agent must handle the transactions in accordance with the applicable requirements then in force.

2.53 If the customers are unable to spend the retained monies before the original deadline for reasons beyond control (outbound), the travel agent must take the initiative to contact the customers to discuss how to handle the retained monies.

2.54 If, after the departure of an outbound package tour, a licensed travel agent ends the journey of the package tour for reasons beyond control (outbound), the travel agent must, within one month after the customers return to Hong Kong, refund, or (in the event a customer pays for the package tour by credit card) arrange to refund in accordance with paragraph 2.56, the monies paid in proportion to the reduction in costs, and submit the relevant supporting documents or information as required by the Authority.

Refund arrangements for payment of tour fare and other related charges of outbound package tour by credit card

2.55 Paragraph 2.56 is applicable to outbound package tours which are not outbound charter tours.

2.56 If a licensed travel agent cancels an outbound package tour prior to departure for reasons beyond control (outbound), the travel agent must –

(a) (in the event the travel agent does not impose cancellation charges) within seven working days (exclusive of the date of notice given by the travel agent) from the date of cancellation notice given by the travel agent; or

(b) (in the event the travel agent imposes cancellation charges) within seven working days (exclusive of the date of submission) from the date of submission of the written proof to the Authority by the travel agent as referred to in paragraph 2.46,

make refund applications to card-issuing institutions for payment of the tour fare and other related charges made by credit card by the customers.

Refund arrangements for visa-related charges

2.57 Paragraph 2.58 is applicable to outbound package tours which are not outbound charter tours.

2.58 If a licensed travel agent cancels an outbound package tour for reasons beyond control (outbound), the travel agent may deduct from the refund to a customer an amount equivalent to the service charge or handling charge for applying for a visa on the customer's behalf and the visa fee paid by the travel agent.

Cancellation of outbound package tour which is guaranteed to depart

2.59 Without limiting and in addition to paragraph 2.32, if a licensed travel agent makes any representation, warranty or undertaking to customers that an outbound package tour is guaranteed to depart and then cancels the package tour for any reason other than reasons beyond control (outbound), the travel agent must refund, or arrange to refund, all the monies paid by the customers in accordance with the applicable requirements under paragraphs 2.30 to 2.40, and pay a sum equivalent to 15% of the tour fare (subject to a maximum amount of HK$1,500) as compensation to the customers within seven working days (exclusive of the date of notice given by the travel agent) from the date of cancellation notice given by the travel agent.

2.60 For the avoidance of doubt, (a) if a licensed travel agent cancels an outbound package tour which is guaranteed to depart for reasons beyond control (outbound), the travel agent need not pay compensation to the customers pursuant to paragraphs 2.32 and 2.59; and (b) if a licensed travel agent cancels an outbound package tour which is guaranteed to depart for any reason other than reasons beyond control (outbound) and fails to notify the customers in accordance with paragraph 2.30, the travel agent must pay compensation to the customers pursuant to paragraphs 2.32 and 2.59.

2.61 If a licensed travel agent makes a representation, warranty or undertaking that an outbound package tour is guaranteed to depart and then collects part or all of the tour fare and other related charges of the package tour from a customer, the travel agent will be deemed to have made a representation, warranty or undertaking to the customer that the package tour is guaranteed to depart, in which case the travel agent must state that the package tour is guaranteed to depart on the receipt or any other document proving payment of the tour fare and other related charges by the customer.

2.62 If a licensed travel agent mentions in outbound package tour information that an outbound package tour is guaranteed to depart or any phrase with a meaning equivalent to guaranteed to depart, no terms and conditions in contradiction to the meaning of guaranteed to depart may be included in the outbound package tour information.

Alteration to component of outbound package tour

Alteration to component of outbound package tour for reasons beyond control (outbound)

2.63 Without limiting and in addition to paragraphs 2.4 to 2.11, if a licensed travel agent alters a component of an outbound package tour prior to departure for reasons beyond control (outbound) which results in an increase in the cost of the package tour, the travel agent must notify customers without delay and allow the customers to, without prejudice to their legal rights and obligations, elect to pay an additional charge to continue to participate in the package tour or withdraw from the package tour before its departure. In the latter case, the travel agent must –

(a) (where a customer elects to withdraw from the package tour within seven working days (exclusive of the date of notice given by the travel agent) from the date of alteration notice given by the travel agent) within seven working days (exclusive of the

date of notice given by the travel agent) from the date of the notification of alteration; or

(b) (where a customer elects to withdraw from the package tour after seven working days (exclusive of the date of notice given by the travel agent) from the date of alteration notice given by the travel agent) within seven working days (exclusive of the date of withdrawal notice given by the customer) from the date of notice to withdraw from the package tour given by the customer,

refund, or (in the event the customer pays for the package tour by credit card) arrange to refund, all monies paid by the customer.

2.64 If the alteration as referred to in paragraph 2.63 results in a reduction in the cost of the package tour, the travel agent must refund, or (in the event a customer pays for the outbound package tour by credit card) arrange to refund, a sum in proportion to the reduction in the cost of the package tour to the customers within seven working days (exclusive of the date of notice given by the travel agent) from the date of alteration notice given by the travel agent.

2.65 If a licensed travel agent alters a component of an outbound package tour after departure for reasons beyond control (outbound) which results in an increase in the cost of the package tour, the travel agent may impose an additional charge on customers. If the alteration results in a reduction in the cost of the package tour, the travel agent must refund, or (in the event a customer pays for the outbound package tour by credit card) arrange to refund, a sum in proportion to the reduction in the of the package tour to the customers within one month after the package tour returns to Hong Kong.

Alteration to component of outbound package tour not for reasons beyond control (outbound)

2.66 If a licensed travel agent alters a component of an outbound package tour after departure for any reason other than reasons beyond control (outbound) which results in an increase in the cost of the package tour, the travel agent must

not impose an additional charge on customers. If the alteration results in a reduction in the cost of the package tour, the travel agent must refund, or (in the event a customer pays for the package tour by credit card) arrange to refund, a sum in proportion to the reduction in the cost of the package tour to the customers within one month after the package tour returns to Hong Kong.

Alteration to component of outbound package tour in any situation

2.67 If there is an alteration to a travel service, product or arrangement for which a booking has been accepted by a licensed travel agent, the travel agent must inform the customers immediately after being aware of the alteration. If the organizer or supplier of the travel service, product or arrangement is engaged in any negotiation on the alteration with the customers, the travel agent must seek to conciliate with reasonable endeavours.

Notification of emergency situation (outbound)

2.68 A licensed travel agent must designate a person responsible for handling any emergency situation (outbound). If an emergency situation (outbound) occurs in any destination of outbound travel, the designated person must, immediately or not more than 12 hours in any event counting from the occurrence of the emergency situation (outbound) ("notification period (outbound)"), use reasonable endeavours and to the best knowledge and belief of the travel agent to submit the following information to the Authority via specified means[17] –

(a) where there is any customer of any outbound package provided or arranged by the travel agent in the destination, the number of the customers; and

(b) details as the Authority and/or any department of the Government of the Hong Kong Special Administrative Region

[17] Email: enquiry@tia.org.hk; or telephone: (office hours) 3698 5900; (non-office hours) 6462 5281.

or relevant authority may request in respect of the emergency situation (outbound).

2.68A Upon the request (if any) of the Authority, the travel agent must use reasonable endeavours, after the notification period (outbound), to continue to report the latest situation in respect of the emergency situation (outbound), including submitting relevant information, to the Authority and/or any relevant department of the Government of the Hong Kong Special Administrative Region.

Outbound charter tour

Requirements not applicable to outbound charter tour

2.69 The following requirements do not apply to outbound charter tours –

(a) paragraphs 2.4 to 2.8 (concerning additional charges);

(b) paragraphs 2.36 and 2.56 (concerning refund arrangements for payment of the tour fare and other related charges of an outbound package tour by credit card);

(c) paragraphs 2.38 to 2.40 and paragraph 2.58 (concerning refund arrangements for visa-related charges);

(d) paragraphs 2.42 to 2.54 (concerning the cancellation of an outbound package tour for reasons beyond control (outbound)); and

(e) paragraphs 2.63 to 2.65 (concerning an alteration to a component of an outbound package tour for reasons beyond control (outbound)).

Written agreement for outbound charter tour

2.70 In the written agreement as referred to in the interpretation of "outbound charter tour", a licensed travel agent must –

(a) specify all directives issued by the Authority that are not applicable to an outbound charter tour and state that customers will not be protected by these directives; and

(b) stipulate provisions for the cancellation of an outbound charter tour.

Chartered study tour or exchange tour

2.71 If a licensed travel agent arranges or organizes a chartered study tour or exchange tour, the travel agent must comply with the requirements set out in paragraphs 2.76 to 2.89.

Free outbound package tour

2.72 If a licensed travel agent provides or arranges a free outbound package tour, the travel agent must not impose any fare in any form on customers, including but not limited to transport fares and fuel surcharges, fees for accommodation outside Hong Kong, fees for activities including self-paid activities (outbound), meal charges, visa fees, government taxes, airport security charges, service fees for collecting taxes or other charges on behalf of airlines or governments, service and/or handling charges for handling visa applications, outbound package tour service charges, etc.

2.73 Since the travel agent does not receive any tour fare and other related charges in the situation as referred to in paragraph 2.72, the travel agent need not pay a levy and therefore, the receipts issued to the participants of the package tour need not bear a levy stamp.

2.74 The travel agent as referred to in paragraph 2.72 must –

(a) comply with the requirement set out in paragraph 3.17 (namely stating in the specified manner the following sentence: "*Participants of free outbound package tours are not protected*

by the Travel Industry Compensation Fund." in the relevant documents and advertisement); and

(b) take out comprehensive travel insurance (the scope of which must include medical coverage, personal accident coverage and emergency assistance and the insured activities must cover all the activities of the free outbound package tour) for the participants of the package tour without imposing any fee.

2.75 For the avoidance of doubt, unless otherwise stated, all directives governing outbound package tours are applicable to free outbound package tours.

Study tour and exchange tour

Interpretation of "tour participant", "tour participant's representative" and "tour-accompanying helper"

2.76 In paragraphs 2.77 to 2.89 –

(a) "tour participant" means any following person who participates in a study tour or exchange tour (excluding a tour-accompanying helper defined in subparagraph (c)) –

(i) a student;

(ii) the parent, guardian or carer of a student;

(iii) a delegate of the tour organizer;

(b) "tour participant's representative" means the parent or guardian or carer of a tour participant who is a student, or a delegate of the tour organizer;

(c) "tour-accompanying helper" means a person who is assigned by the licensed travel agent and/or the tour organizer and who departs with the study tour or exchange tour and takes care of the tour participants during the journey.

Information on study tour or exchange tour

2.77 A licensed travel agent must provide the itinerary, booking terms and conditions and other information of a study tour or exchange tour to the tour participants or the tour participants' representatives before they sign up for the tour.

Alteration of arrangements

2.78 Before the departure of a study tour or exchange tour, if any of its arrangements is altered, a licensed travel agent must immediately notify the tour participants or the tour participants' representatives of the alteration. If the tour participants or the tour participants' representatives –

(a) accept the alteration, the travel agent must request them to sign a confirmation form;

(b) do not accept the alteration, the travel agent must cancel the tour and handle the cancellation in accordance with the applicable requirements.

2.79 After the departure of a study tour or exchange tour –

(a) if any of the arrangements for accommodation is altered, a licensed travel agent must immediately notify the tour participants or the tour participants' representatives of the alteration, and, without limiting and in addition to any applicable directives issued by the Authority, pay a sum equivalent to 15% of the tour fare (subject to a maximum amount of HK$1,500) as compensation to each of the tour participants, unless the alteration is made for reasons beyond control (outbound) or at the request of the tour participants or the tour participants' representatives; and

(b) if any of the arrangements other than those for accommodation is altered, the travel agent must handle the alteration in accordance with the applicable requirements.

Insurance

2.80 A licensed travel agent must, in respect of a study tour or exchange tour provided or arranged by the travel agent, ensure that –

(a) all the tour-accompanying helpers are covered by the relevant work insurance;

(b) all the tour participants are covered by comprehensive travel insurance; and

(c) those who are not covered by the relevant insurance must not join the tour.

2.81 The scope of the comprehensive travel insurance as referred to in paragraph 2.80(b) must include medical coverage, personal accident coverage, emergency assistance, etc. and the insured activities must cover all the activities (including self-paid activities (outbound)) of the tour.

2.82 If the tour fare includes the comprehensive travel insurance as referred to in paragraph 2.80(b), the travel agent must provide the tour participants or the tour participants' representatives with the information on the scope of coverage of the insurance before the departure of the tour.

Confirmation form

2.83 A licensed travel agent must request the tour participants or the tour participants' representatives to sign a confirmation form for acceptance of all arrangements stated in the itinerary, booking terms and conditions and other information of a study tour or exchange tour, and for undertaking to observe all booking terms and conditions of the tour.

2.84 On the confirmation form as referred to in paragraph 2.83, the travel agent may request the tour participants or the tour participants' representatives to authorize the travel agent to decide how to handle an emergency during the journey for and on behalf of the tour participants.

Tour-accompanying helper

2.85 A licensed travel agent must ensure that there is at least one licensed tour escort[18] as a tour-accompanying helper on each study tour or exchange tour.

2.86 If a study tour or exchange tour is travelling on two or more tour coaches, a licensed travel agent must ensure that there is at least one licensed tour escort as a tour-accompanying helper on each tour coach, except where the tour participants of the tour are arranged to travel on different coaches for the purposes of communication between the tour participants and international students, etc.

Others

2.87 If a licensed travel agent arranges self-paid activities (outbound) for a study tour or exchange tour, the travel agent must ensure that the tour participants or the tour participants' representatives have determined before departure which self-paid activities (outbound) to join, signed a confirmation form and paid the relevant fees for the activities. The travel agent must not arrange any additional self-paid activity or charge any fee for self-paid activities (outbound) after departure.

2.88 A licensed travel agent must include the service charges of a study tour or exchange tour in the tour fare and must not impose any extra charge on tour participants or the tour participants' representatives.

2.89 For the avoidance of doubt, the requirements which do not apply to outbound charter tours as mentioned in paragraph 2.69 apply to chartered study tours and exchange tours, and paragraph 2.70 does not apply to chartered study tours and exchange tours[19].

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[18] The tour escort may not necessarily be assigned by the travel agent.

[19] A licensed travel agent must, when entering into an agreement with the tour participants of a chartered study tour or exchange tour with special needs, advise on the terms in the agreement according

Ticketing

2.90 If a licensed travel agent fails to provide an air ticket requested by a customer at the originally agreed price, the travel agent must fully refund all monies paid to the customer immediately without imposing any handling charge.

2.91 If a licensed travel agent who has dealt directly with a customer has issued an air ticket or a document serving as an air ticket to the customer who has fully paid for the air ticket, the travel agent and the supplier(s) providing the air ticket for the travel agent must not unilaterally cancel the booking of the seat, cause the air ticket to be void, apply for a ticket refund, etc., unless the air ticket is cancelled by the airline.

Air-plus-hotel package

2.92 A licensed travel agent must state on the receipt of an air-plus-hotel package booked by a customer that the package is "subject to confirmation" (尚待確定) or "confirmed" (已經確定), or any other phrases which can also convey clearly and accurately the same meaning.

2.93 For a booked air-plus-hotel package which is subject to confirmation –

(a) a licensed travel agent must work out a confirmation date agreed by a customer and specify the date on the receipt;

(b) if the travel agent fails to provide the package at the originally agreed price on the confirmation date, the travel agent must refund all the monies paid by the customer in accordance with the applicable requirements within three working days counting from the first working day after the confirmation date, or make a refund application to the card-issuing institution for payment by credit card within that period, but need not pay compensation in accordance with paragraph 2.94(b) and (c); and

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to the circumstances of the tour participants in order to give due protection to the tour participants.

(c) the travel agent must handle the package in accordance with subparagraphs (a) and (b) above irrespective of whether the date on which the customer makes a booking or the confirmation date worked out by the travel agent and agreed by the customer falls within seven days before departure (see paragraph 2.94(a)(i)).

2.94 For a booked air-plus-hotel package which is confirmed –

(a) if a licensed travel agent fails to provide a customer with the package but has collected **full payment or a deposit**, the travel agent must –

(i) notify the customer at least seven days before the departure date (exclusive of the dates of notice given by the travel agent to the customer and departure), failing which the travel agent must handle the booking in accordance with subparagraph (b) below; and

(ii) within three working days counting from the first working day after the date of notice given by the travel agent to the customer, refund the monies paid by the customer in accordance with the applicable requirements, or make a refund application to the card-issuing institution for payment by credit card within that period;

(b) without limiting and in addition to subparagraph (a)(ii) above, if the travel agent does not comply with the requirements in subparagraph (a)(i) above, the travel agent must pay a sum equivalent to 15% of the price of the package (and subject to a maximum amount of HK$1,000) as compensation to the customer within three working days counting from the first working date after the date of notice given by the travel agent to the customer. Even if a customer makes a booking within seven days before departure, the travel agent must also pay compensation pursuant to this subparagraph;

(c) without limiting and in addition to subparagraphs (a) and (b) above, if the travel agent fails to provide the package but **has collected full payment**, the travel agent must pay a sum equivalent to 15% of the price of the package (subject to a maximum amount of HK$1,000) as compensation to the customer within three working days counting from the first working day after the date of notice given by the travel agent to the customer;[20] and

(d) if a licensed travel agent fails to provide the customer with the booked air-plus-hotel package for reasons beyond control (outbound), the travel agent need not make any compensation in accordance with subparagraphs (b) and (c) above.

2.95 For the avoidance of doubt, the following requirements do not apply to air-plus-hotel packages –

(a) paragraphs 2.30 to 2.40 (concerning the cancellation of an outbound package tour not for reasons beyond control (outbound));

(b) paragraphs 2.41 to 2.58 (concerning the cancellation of an outbound package tour for reasons beyond control (outbound)); and

(c) paragraphs 2.59 to 2.62 (concerning the cancellation of an outbound package tour which is guaranteed to depart).

[20] In other words, if a licensed travel agent fails to comply with the requirement of notice period as specified in paragraph 2.94(a)(i) and fails to provide a package that has been full paid, the travel agent must pay a total sum equivalent to 30% of the price of the package (subject to a maximum amount of HK$2,000) as compensation.

Levy

Interpretation

2.96 In paragraphs 2.97 to 2.114 –

(a) without limiting the interpretation of "outbound fare" given in section 138(1) of the Ordinance, outbound fares include but are not limited to the following payments related to the journey: air passenger departure tax, security charges, visa-related charges, travel insurance premiums, fuel surcharges, supplements for single rooms, fees for additional beds and breakfast, etc.; and

(b) "receipt" means any document proving payment of an outbound fare to a licensed travel agent by a customer.

Obligations to pay levy

2.97 Pursuant to sections 146(1) and 147(1) of the Ordinance, a licensed travel agent is liable to, in respect of every outbound fare received by the travel agent –

(a) pay to the Authority a levy ("Authority levy"); and

(b) contribute to the Compensation Fund by way of levy ("Fund levy").

2.98 Pursuant to sections 146(2) and (3) and 147(2) and (3) of the Ordinance, the amount of the levy is equal to a designated percentage of the outbound fare received, and the percentage will be specified by the Secretary for Culture, Sports and Tourism by notice published in the Gazette. Currently, the percentage[21] is –

(a) in respect of the Authority levy, 0.15%; and

[21] The percentage is subject to review by the Authority from time to time.

(b) in respect of the Fund levy, 0%.

Payment of levy and issue of receipts

2.99 When a licensed travel agent pays a levy through the E-levy System, the travel agent must enter the correct amount of the outbound fare and other information as required into the E-levy System.

2.100 When a licensed travel agent receives an outbound fare from a customer, the travel agent must issue a receipt bearing a levy stamp in respect of the paid levy.

2.101 A licensed travel agent must ensure that the levy stamp on a receipt is legible, the ratio of length to width of which must be 3.5 to 1, with its size not smaller than 7 cm x 2 cm.

2.102 A licensed travel agent must provide the customer who has paid an outbound fare with the original or copy of the receipt bearing a levy stamp in respect of the relevant levy by means of fax, email, instant messaging application or other electronic means, etc. on or before the next working day after the payment of the outbound fare by the customer.

2.103 The receipt with a levy stamp must be issued to a customer by the licensed travel agent who sells an outbound package directly to and receives an outbound fare directly from the customer.

2.104 A licensed travel agent must ensure that the following sentence in English and Chinese, with a size not smaller than the smallest print as shown on the same page of the receipts, must be stated on all receipts: "*Travellers must obtain a receipt with a levy stamp to be protected by the Travel Industry Compensation Fund. 旅客必須取得徵費印花收據，方可獲得旅遊業賠償基金的保障。*".

2.105 A licensed travel agent must state clearly on the receipt with a levy stamp or its appendix the full name of each customer who has purchased an outbound package to ensure that the customer is eligible for the protection by the Travel Industry Compensation Fund.

Refund of levy

2.106 A licensed travel agent may, after paying a levy, apply to the Authority for a refund of the levy according to the procedures and in a manner specified by the Authority if a situation such as where an outbound package tour is cancelled, a customer of an outbound package tour joins another package tour, etc. occurs.

2.107 A licensed travel agent must enclose the relevant documentary proof with each application for a refund of the levy. Any application without sufficient documentary proof will not be processed.

2.108 If a licensed travel agent applies for a refund of the levy, the application must be made within one year (counting from the date on the levy stamp) after the levy is paid. In case of special circumstances, a licensed travel agent may apply to the Authority for an extension of time limit from one year to two years for an application for a refund of certain levy paid. The Authority may determine whether to accept or reject the application for time extension by the travel agent.

Collection of cost of levy from customer

2.109 If a licensed travel agent collects partially or wholly the cost of levy from a customer –

(a) the amount collected must not exceed the amount of the relevant levy;

(b) the travel agent must specify the cost and its amount collected on the receipt, and must not specify it as "徵費", "印花徵費", "levy" or other phrases with a similar meaning, but may specify

it as "印花徵費的成本", "印花成本", "徵費成本", "cost of levy" or other similar phrases; and

(c) the travel agent must inform the customer before an outbound fare is paid that the cost of levy will be collected partially or wholly by the travel agent.

Explaining protection by Travel Industry Compensation Fund

2.110 When a licensed travel agent sells an outbound package, the travel agent must explain clearly to customers the scope of protection and the relevant details of the Travel Industry Compensation Fund (including but not limited to the fact that a licensed travel agent is liable to pay the levy only after an outbound fare is received, and only upon payment of the levy is a customer protected by the Fund); or (if the travel agent conducts transactions with customers by using a website or any other communication network platform) let the customers confirm the understanding of the scope of protection and the relevant details.

2.111 If the outbound fare of a travel product is to be received by a licensed travel agent only after the completion of the journey, the travel agent must inform a customer; or (if the travel agent conducts transactions with a customer by using a website or any other communication network platform) let the customer confirm understanding, that –

(a) if the customer does not pay the outbound fare before departure, a receipt with a levy stamp will not be issued to the customer, who therefore will be ineligible for the protection by the Fund. But the customer may choose to pay the outbound fare before departure in order to be eligible for the protection by the Fund; or

(b) the customer may pay part of the outbound fare in order to obtain a receipt with a levy stamp in order to be eligible for the protection by the Fund.

Protection for customer making separate purchases of services or arrangements relating to same tour

2.112 If a licensed travel agent sells outbound services or arrangements in respect of which no levy is payable, the travel agent must inform customers of the following message –

> "*If you buy later or have bought earlier an outbound service or arrangement from our company, and that service or arrangement and the outbound service or arrangement you plan to buy now relate to the same tour, please tell us by then or now accordingly so that we shall combine those services and/or arrangements into an outbound package and pay the levy, thus enabling you to be protected by the Travel Industry Compensation Fund.*"

2.113 A licensed travel agent must inform customers of the message set out in paragraph 2.112 by the following means –

(a) if the travel agent conducts transactions with a customer in a physical store, displaying that message in a conspicuous place (e.g. in the contract to be signed with the customer or on the receipt) and requesting the customer to sign an acknowledgement and confirmation of that message;

(b) if the travel agent conducts transactions with a customer by using a website or any other communication network platform, displaying that message on the relevant webpage or platform and requesting the customer to acknowledge and confirm that message on that website or platform; and

(c) if the travel agent conducts transactions with a customer through a telephone system, adding a voice message containing that message (e.g. a pre-set voice message) and requesting the customer to acknowledge and confirm that message through the telephone system.

2.114 A licensed travel agent must properly keep the records properly as required in paragraph 2.113 for a minimum period of one year for inspection by the Authority.

Activity at place outside Hong Kong with no transport and accommodation included

2.115 Since an activity without transport and accommodation is not an outbound package, the fee paid by a customer in relation to that activity is not an outbound fare, and a licensed travel agent need not pay the levy in respect of the fee, with the result that the customer is not protected by the Travel Industry Compensation Fund.

2.116 To ensure that a customer understands clearly the details, nature and scope of protection in relation to an activity without transport and accommodation, a licensed travel agent must, when selling the activity, state clearly in the relevant advertisement(s), itinerary, any other document or receipt, and notify the customer before the transaction that the activity –

(a) is not protected by the Travel Industry Compensation Fund; and

(b) whether the activity will be accompanied by a licensed tour escort.

Reminding customers to take out travel insurance

2.117 A licensed travel agent must remind customers at the time of booking outbound services or arrangements of the importance of taking out travel insurance on their own, and advise that the scope of the travel insurance taken out by the customers should cover all the activities of the journey.

2.118 If a tour fare includes travel insurance, a licensed travel agent must provide customers with information on the travel insurance to enable the customers to understand clearly the insurance coverage.

Coerced shopping (outbound)

2.119 If a licensed travel agent arranges an outbound package tour, the travel agent must, in connection with any shopping trip provided to the package tour, take all reasonable steps to ensure that –

(a) no participant of the package tour is forced to enter or stay in any shop through the use of harassment, coercion or undue influence; and

(b) no participant of the package tour is subject to coerced shopping (outbound), whether during the shopping trip or otherwise.

Participants of outbound package tour must not be abandoned

2.120 A licensed travel agent must not abandon or threaten to abandon any participant of an outbound package tour arranged by the travel agent.

Part 3: Advertisements Published by Licensed Travel Agents

General directives

3.1 An advertisement published by a licensed travel agent, whether in Hong Kong or at any place outside Hong Kong, must be legal and not contain any false or misleading statement or information, and a licensed travel agent must not be reckless as to whether the statement or information contained in the advertisement published by the travel agent is false or misleading.

3.2 A licensed travel agent making a claim (including but not limited to "the number one", "the best in Hong Kong" or "exclusive") in an advertisement must ensure that the claim complies with the applicable laws, rules and regulations, including but not limited to the relevant requirements under the Trade Descriptions Ordinance (Cap. 362).

3.3 If a licensed travel agent advertises any award the travel agent has received, the travel agent must state clearly in the space adjacent to the description of the award the name of the awarding institution and the adjudication period, using a font size not smaller than half of that used for the title of the award.

3.4 Pursuant to the general requirements prescribed under section 11 of the Regulation, a licensed travel agent must in any advertisement published in whatever form by or on behalf of the travel agent in the capacity of a travel agent, state clearly and conspicuously –

(a) the name and, if applicable, the business name, of the licensee; and

(b) the number of the travel agent's licence.

3.5 A licensed travel agent must not include the name of any other licensed travel agent in any advertisement unless a prior written consent from that other travel agent has been obtained.

3.6 A licensed travel agent must not publish an advertisement which attacks or discredits the goodwill of any other competitor, competitive product or advertisement, whether directly or by implication.

3.7 A licensed travel agent must not mention the validity period of the travel agent's licence or the validity period of the licence of any other licensed travel agent in any advertisement.

3.8 A licensed travel agent must not publish any advertisement that contains the Authority's name or logo without obtaining a prior written permission from the Authority.

Advertisement for outbound package and air ticket

3.9 If a product in an advertisement is a combination of outbound services and/or arrangements, a licensed travel agent must state clearly in the advertisement the components of the combination of outbound services and/or arrangements; otherwise, the travel agent must not use "package" or any other phrase with a similar meaning in the advertisement.

3.10 A licensed travel agent must ensure that the airfares (if any) contained in an advertisement are true and based on adult fares.

3.11 A licensed travel agent must state clearly in an advertisement whether the airfares are for one-way or round-trip, together with the full names, abbreviations or logos of the relevant airlines.

3.12 If the airfares contained in an advertisement include fares other than adult fares (including but not limited to student, foreign domestic helper, child and infant fares), a licensed travel agent must state clearly the other fares and

information in the advertisement in the manner specified in paragraph 3.11 and (where the adult fares are contained in the same advertisement) place such fares and information alongside the corresponding adult fares with the font size for all kinds of fares being identical.

3.13 A licensed travel agent must use the same language in all the expressions and terms and conditions, with the exception of the full names and abbreviations of the destinations and the airlines, contained in an advertisement relating to airfares.

Advertisement for outbound package tour

3.14 A licensed travel agent must state clearly in an advertisement for outbound package tours the prices and duration of the package tours, together with the full names, abbreviations or logos of the relevant airlines. The prices must be based on the standard of half of a twin room for adults and an economy-class seat on an aircraft; any prices different from the said standard must be stated clearly. If the advertisement contains discounted prices with conditions attached, those prices must be placed alongside their corresponding non-discounted prices (with the font size for both kinds of prices being identical) and the conditions for the discounts must be stated clearly.

3.15 If the total amount of the outbound package tour service charge is higher than the amount of the tour fare of an outbound package tour, a licensed travel agent must state, in the advertisement, itinerary, booking terms and conditions or other information of the package tour, the total amount of that service charge, which must be alongside the amount of that tour fare in a font (including but not limited to its size and colour) identical with the font of that tour fare.

3.16 For an outbound package tour which involves any one or more of the following situations, a licensed travel agent must correspondingly state clearly in the relevant advertisement the following information –

(a) (if the package tour does not take flights from and to Hong Kong) the place(s) from which the flight first departs and/or to which the flight returns;

(b) (if the package tour does not use air transport) the means of transport used;

(c) (if the package tour does not depart from Hong Kong) the point of departure.

3.17 In the advertisement, itinerary, booking terms and conditions or other information of a free outbound package tour, a licensed travel agent must state clearly in the space near the name of the package tour in an easily readable font the following sentence: "*Participants of free outbound package tours are not protected by the Travel Industry Compensation Fund*".

Part 4: Inbound Travel Services by Licensed Travel Agents

Directives applicable to all inbound travel services

Inbound tour group business must not be subcontracted

4.1 A licensed travel agent must not subcontract any inbound tour group business to any company or person who does not hold a travel agent licence.

Contract

4.2 A licensed travel agent must enter into a written service contract with any Mainland and non-Mainland travel agent[22].

4.3 In respect of any moral obligations generally regarded by the inbound travel industry as necessary (such as assisting visitors in admitting to hospitals and seeking medical treatment in case of illness or an accident), albeit the same may not be stated in the contract, the travel agent must as far as practicable meet the moral obligations.

Arrangements concerning imposition of reception fee and provision of reception services

4.4 The contract mentioned in paragraph 4.2 must state clearly the terms of and deadline(s) for payment.

4.5 Unless otherwise specified in paragraph 4.6, if the Mainland or non-Mainland travel agent fails to pay any fee by the stipulated deadline(s) pursuant

[22] Unless otherwise stated, a Mainland / non-Mainland travel agent as referred to in paragraphs 4.1 to 4.34 includes a unit that is a Mainland / non-Mainland non-travel agent.

to the terms of the contract, a licensed travel agent may without breach of any terms under the contract terminate the transaction, in which case, the licensed travel agent must notify in writing the Mainland or non-Mainland travel agent of the decision of terminating the transaction 24 hours before the scheduled arrival of the tour group in Hong Kong and file a copy of the notice with the Authority for keeping on record.

4.6 If a licensed travel agent has agreed that the Mainland or non-Mainland travel agent only pays the reception fee or any monies due and payable after the entry of the tour group into Hong Kong, the licensed travel agent must, despite the fee or monies not having been paid to the travel agent after the entry of the tour group into Hong Kong, provide all items and activities included in the itinerary as stated in the contract until the completion of the items and activities.

Accommodation

4.7 A licensed travel agent must ensure that the contract mentioned in paragraph 4.2 states clearly the name(s) and type(s) of accommodation of an inbound tour group.

4.8 If a licensed travel agent needs to alter the accommodation because of any reasons beyond control (inbound), it must ensure that the standard of the new accommodation must not be lower than that of the original accommodation.

4.9 A licensed travel agent must receive an inbound tour group only after accommodation has been confirmed by the service provider(s) or other suppliers of the accommodation.

4.10 A licensed travel agent must send proof of confirmation of reservations of the accommodation to the Mainland or non-Mainland travel agent.

Transport

4.11 A licensed travel agent must ensure that the contract mentioned in paragraph 4.2 states clearly the means of transport to be used by an inbound tour group.

4.12 A licensed travel agent must ensure that any vehicle used to transport inbound visitors, whether rented or owned by the travel agent, must be approved by the Transport Department for the service of transporting the visitors.

Restaurant and meals

4.13 A licensed travel agent must ensure that the contract mentioned in paragraph 4.2 states clearly the number and types of meals to be served.

4.14 When selecting a restaurant, a licensed travel agent must pay attention to the hygienic conditions of the restaurant.

Itinerary and self-paid activity

4.15 The contract mentioned in paragraph 4.2 must state clearly the attractions included in the itinerary and must state whether the fee(s) charged includes all the admission fees and whether there is any self-paid activity.

4.16 If a licensed travel agent permits directly or indirectly a licensed tourist guide to sell a self-paid activity to the participants of an inbound tour group, the travel agent must provide the participants with a written information on the contents and fees of the self-paid activity. The travel agent must allow the participants of the tour group to choose freely whether or not to join the self-paid activity and must make appropriate arrangements for those visitors who choose not to join.

4.17 Unless otherwise stipulated in paragraphs 4.18 and 4.19, a licensed travel agent must arrange for all attractions included in the itinerary to be visited

and must explain to the Mainland or non-Mainland travel agent and the participants of an inbound tour group in detail if any item in the itinerary is cancelled or altered for any reasons beyond control (inbound).

4.18 If a licensed travel agent has cancelled or altered any item in the itinerary not for any reasons beyond control (inbound), resulting in an increase in the operation cost, the travel agent must not recover from the participants of an inbound tour group the increased cost.

4.19 If a licensed travel agent has cancelled or altered any item in the itinerary for any reasons beyond control (inbound), resulting in an increase in the operation cost, the travel agent may, without contravening any provision of the contract, recover from the participants of an inbound tour group a sum equal to the actual increase in the cost.

Shopping trip

4.20 A licensed travel agent must ensure that the contract mentioned in paragraph 4.2 states clearly the details of all shopping trips.

4.21 A licensed travel agent must arrange shopping trips according to the contract and must only arrange for the participants of an inbound tour group to patronize those shops already validly registered by the travel agent with the Authority under the Administrative Scheme[23].

4.22 If the participants of an inbound tour group are dissatisfied with what they have bought at any registered shop designated or arranged by a licensed travel agent, the travel agent must assist the participants in applying for a refund. If the participants are dissatisfied with the souvenir(s) or product(s) they have

[23] For the avoidance of doubt, if the Authority has suspended or revoked the registration of a registered shop, the shop is not considered to be validly registered under the Administrative Scheme.

bought on the tour coach and request a refund, the travel agent must be responsible for handling the refund request.

4.23 Pursuant to the licence conditions prescribed under section 7 of the Regulation, in relation to an inbound tour group for which a licensed travel agent obtains services, the travel agent –

(a) must take all reasonable steps to safeguard the safety and interest of any participant of the group;

(b) in connection with any shopping trip provided to the group, take all reasonable steps to ensure that –

(i) no participant of the group is forced to enter or stay in any shop through the use of harassment, coercion or undue influence; and

(ii) no participant of the group is subject to coerced shopping, whether during the shopping trip or otherwise; and

(c) must not abandon or threaten to abandon any participant of the group when any such service is being provided to the participants of the group.

4.24 Pursuant to section 6(3)(b) and (5) of the Ordinance, a licensed travel agent who does not carry on travel agent business in accordance with the conditions imposed on the travel agent licence concerned commits an offence and is liable –

(a) on conviction on indictment to a fine at level 6 and to imprisonment for two years; or

(b) on summary conviction to a fine at level 3 and to imprisonment for 6 months.

Prohibition on imposition of additional charge

4.25 Unless otherwise stipulated in paragraph 4.26, in respect of a Mainland or non-Mainland inbound tour group, a licensed travel agent must not in any way impose or impose on behalf of others, or attempt to impose or attempt to impose on behalf of others, any additional charge on a participant of the tour group, except for the fee which the participant needs to pay for participating in a self-paid activity.

4.26 In respect of a non-Mainland inbound tour group, a licensed travel agent may impose an additional charge on a participant of the tour group according to the instruction of the non-Mainland travel agent who organizes the tour group.

Matters related to licensed tourist guides

4.27 A licensed travel agent must take all practicable measures to ensure that the licensed tourist guides assigned by the travel agent comply with the relevant directives issued by the Authority.

4.28 If any designated service charge for a licensed tourist guide is to be paid by the participants of an inbound tour group, a licensed travel agent must ensure that the Mainland or non-Mainland travel agent states the designated service charge in the contract entered into between the Mainland or non-Mainland travel agent and the participants or the promotional leaflet distributed to the participants.

4.29 A licensed travel agent must provide each licensed tourist guide with a duty list[24] to set out the duties and responsibilities of tourist guide.

[24] A reference sample of the duty list may be downloaded from the Authority's website.

4.30 A licensed travel agent must enter into a service agreement with a licensed tourist guide[25] before assigning the tourist guide to perform the duties of tourist guide, which states that the travel agent –

(a) must make payment of service remunerations to the tourist guide;

(b) must not require the tourist guide to bear or unreasonably advance any payment for receiving an inbound tour group;

(c) must not delay the reimbursement for any advance payment made by the tourist guide; and

(d) allows or does not allow the tourist guide to sell goods or services to the tour group, and (if the sale of goods or services is allowed) sets out the details of the goods or services allowed to be sold.

Work insurance for freelance tourist guides

4.31 In paragraphs 4.32 to 4.34, "freelance tourist guide" means a tourist guide who satisfies the following conditions –

(a) a licensed tourist guide assigned by a licensed travel agent to work as a tourist guide for an inbound tour group; and

(b) the tourist guide is not covered by the Employees' Compensation Ordinance (Cap. 282).

4.32 Unless otherwise stipulated in paragraph 4.33, if a licensed travel agent assigns a freelance tourist guide to perform the duties of tourist guide, the travel agent must –

(a) take practicable steps to ensure that the tourist guide is covered by FTG insurance at any time during the entire duration when

[25] A reference sample of the service agreement may be downloaded from the Authority's website.

the tourist guide performs the duties of tourist guide in Hong Kong as assigned by the travel agent; and

(b) provide the tourist guide with a premium subsidy or the protection under FTG insurance in accordance with the provisions set out in Annex 4 to the *Directives*.

4.33 Paragraph 4.32 is not applicable to the following situations –

(a) the tourist guide is not covered by FTG insurance for the sole reason of age; or

(b) the majority of the participants of the tour group are local residents.

4.34 For the avoidance of doubt, if a freelance tourist guide who is not covered by FTG insurance performs the duties of tourist guide assigned by a licensed travel agent, it does not constitute a breach on the tourist guide's part of the requirements under paragraph 4.32.

Directives only applicable to Mainland inbound tour groups

Entering into contract which contains specified key points with unit which organizes Mainland inbound tour groups

4.35 Before receiving a Mainland inbound tour group, a licensed travel agents must enter into a contract which contains all the applicable key points stated in Annex 5 to the *Directives* with the unit which organizes the tour group.

4.36 If the Authority issues a written notice to the travel agent requesting the travel agent to submit the contract as referred to in paragraph 4.35, the travel agent must submit to the Authority the contract within two working days (exclusive of the date of notice given by the Authority) counting from the date of the notice.

Arrangement for meals

4.36A If a licensed travel agent provides meals to the participants of a Mainland inbound tour group, the travel agent must make a reservation and confirm the time in advance with the restaurant, and the reserved time for the meal must not be less than 30 minutes.

4.36B The travel agent must arrange the relevant participants to have the meal during the reserved time mentioned in paragraph 4.36A at the restaurant with which a reservation has been made, coordinate arrangements for the participants who are to have a meal at the restaurant to alight from and board the tour coach and enter and leave the restaurant, and assist or instruct the travel agent's tourist guide to assist the maintenance of order of the participants waiting to enter and leave the restaurant. In any event, a licensed travel agent must take all reasonable steps to ensure the proper order of the participants alighting from and boarding the tour coach and entering and leaving the restaurant.

Distribution of itineraries to participants of Mainland inbound tour group

4.37 If a licensed travel agent receives a Mainland inbound tour group, the travel agent must immediately distribute an itinerary through a licensed tourist guide to each participant aged 12 or above of the tour group on its arrival in Hong Kong.

4.38 The travel agent must ensure that the itinerary mentioned in paragraph 4.37 is printed on A4 paper and contains all the contents set out in subparagraphs (a) to (e) below –

(a) General information

(i) the name, address and telephone number of the travel agent, and the name and contact number of the travel agent's contact person;

(ii) the name and tour code of the tour group;

(iii) the arrival date and the departure date of the tour group;

(iv) the name, number of the tourist guide licence and contact number of the licensed tourist guide assigned to receive the tour group;

(v) the name and telephone number of the Mainland travel agent / Mainland non-travel agent;

(b) Itinerary arrangements

(i) details on the meals, accommodation, transport, sightseeing, entertainment, etc., and the name of each of the registered shops which the tour group visits and the duration of each of the visits to the registered shops, as specified in the itinerary;

(ii) details on any items in the itinerary not arranged by the travel agent (if any);

(c) Fees and charges

(i) details on the fees of all self-paid activities, service charges and any other charges;

(d) Notes to participants of the tour group

(i) information about the rights and duties of, and protection for, the participants of the tour group, which must include the following sentences inside the quotation marks:

"*根據香港的旅遊業監管局規定 ——*

1. 凡經香港的持牌旅行代理商安排到註冊商店購物的入境旅行團的參與者，持牌導遊不得強迫有關參與者購物，也不得強留有關參與者在註冊商店內。有關參與者如對所購貨品不滿，並於購買日起計六個月內提出退款要求，可獲『內地入境旅行團註冊商

店行政計劃』的保障（須憑單據正本辦理退款手續，有關貨品須沒有損壞，亦沒有因使用而導致的損耗，方可獲全數退回貨款）；

2. 入境旅行團的參與者可自由選擇是否參加自費活動，對於不參加自費活動的參與者，香港的持牌旅行代理商須提供適當安排；

3. 持牌導遊不得以香港特別行政區政府或任何機構的名義，向入境旅行團的參與者兜售紀念品等物品或作宣傳或推廣用途，除非事先取得香港特別行政區政府或有關機構的書面許可；

4. 持牌導遊不得扣起或取去入境旅行團的參與者的旅遊證件，除非有關行為出於正當原因而且所持續的時間合理。",

which means the following –

According to the requirements of the Travel Industry Authority in Hong Kong –

1. A licensed tourist guide must not force the participants of an inbound tour group who are arranged by a licensed travel agent in Hong Kong to patronize a registered shop to make purchases or remain inside the registered shop. If the participants are dissatisfied with their purchases and make a refund request within six months from the date of purchase, they are entitled to the protection under the Administrative Scheme for Registered Shops for Mainland Inbound Tour Groups (they must return the original receipt and the purchased item(s), which must be undamaged and on which there must be no wear and tear because of use, in order to be entitled to a full refund);

2. Participants of an inbound tour group may choose freely whether or not to join self-paid activities. The licensed travel agent in Hong Kong must make appropriate arrangements for those who choose not to join the self-paid activities;

3. A licensed tourist guide must not peddle souvenirs and other items to participants of an inbound tour group or promote for publicity or promotional purposes in the name of the Government of the Hong Kong Special Administrative Region or any organization, unless prior written permission has been obtained from the Government of the Hong Kong Special Administrative Region or the organization;

4. A licensed tourist guide must not seize or take away the travel documents of participants of an inbound tour group unless that act is made on a proper ground and lasts for a reasonable period of time.

(e) Relevant hotlines

(i) the Travel Industry Authority's hotline: (852) 3698 5900;

(ii) the Consumer Council's hotline: (852) 2929 2222; and

(iii) the Hong Kong Tourism Board's hotline: (852) 2508 1234.

4.39 The travel agent must mark clearly "行程表" (itinerary) as the title of the itinerary mentioned in paragraph 4.37 and must state the sentence "請保留此行程表以保障權益" (please keep this itinerary to protect your interests) underneath "行程表". The sentences inside the quotation marks in paragraph 4.38(d) and the hotlines mentioned in paragraph 4.38(e) must be printed underneath "請保留此行程表以保障權益" with a legible font, the size of which must not be smaller than 12 points.

4.40 The travel agent must instruct the tourist guide, while distributing the itinerary to participants of the tour group, to read out –

(a) the sentence "請保留此行程表以保障權益";

(b) the name of the travel agent mentioned in paragraph 4.38(a)(i);

(c) the name of the tourist guide mentioned in paragraph 4.38(a)(iv);

(d) the itinerary arrangements mentioned in paragraph 4.38(b);

(e) the fees and charges mentioned in paragraph 4.38(c)(i);

(f) the sentences inside the quotation marks mentioned in paragraph 4.38(d)(i); and

(g) the relevant hotlines mentioned in paragraph 4.38(e).

Assigning the same licensed tourist guide to receive Mainland inbound tour group throughout whole journey

4.41 Unless otherwise stated in paragraphs 4.42 and 4.43, a licensed travel agent must assign the same receiving tourist guide to provide reception services for the same Mainland inbound tour group during the whole period when the tour group is in Hong Kong, except when the participants of the tour group are on their own for an unarranged activity.

4.42 A licensed travel agent may assign a greeting tourist guide to meet and greet a Mainland inbound tour group at an immigration control point, take the tour group to the first attraction on the itinerary[26] and then hand over the tour group to the receiving tourist guide.

[26] The greeting tourist guide must hand over the tour group to the receiving tourist guide before the tour group visits the first attraction.

4.43 If a licensed travel agent intends to transport the same Mainland inbound tour group with more than one vehicle, the travel agent must treat the passengers on each vehicle as a Mainland inbound tour group, and assign a receiving tourist guide to each vehicle in accordance with paragraph 4.41, and comply with all relevant directives.

4.44 For the avoidance of doubt, a receiving tourist guide and a greeting tourist guide (if any) assigned by a licensed travel agent must be licensed tourist guides.

4.45 A receiving tourist guide and a greeting tourist guide (if any) must be assigned directly by a licensed travel agent.

4.46 A licensed travel agent must not change the originally assigned receiving tourist guide or greeting tourist guide (if any) without any valid ground.

Entering into service agreement with licensed tourist guide receiving Mainland inbound tour group

4.47 Before assigning a licensed tourist guide to receive a Mainland inbound tour group, a licensed travel agent must enter into the service agreement in Annex 6 to the *Directives* with the tourist guide.

4.48 In addition to entering into the service agreement mentioned in paragraph 4.47, the travel agent and the tourist guide may enter into a side agreement, but the terms of the side agreement must not contravene with the Ordinance, the Regulation or the directives issued by the Authority.

4.49 A licensed travel agent who violates the following terms in the service agreement as mentioned in paragraph 4.47 will be deemed to be in breach of the *Directives*:

(a) paragraph 3 (relating to remuneration for services provided by the travel agent to the tourist guide); and

(b) paragraph 14 (relating to the submission of the service agreement entered into by the travel agent and the tourist guide to the Authority).

Registration of Mainland inbound tour group

Rules applicable to registration of all Mainland inbound tour groups

4.50 If a licensed travel agent intends to register a Mainland inbound tour group which the travel agent will receive, the travel agent must apply to the Authority for setting up an account for registration of Mainland inbound tour groups and for registering an email address to be used for registration of Mainland inbound tour groups.[27]

4.51 A licensed travel agent must register with the Authority each Mainland inbound tour group which the travel agent receives and pay the registration fee in applicable situations in the manner specified in paragraphs 4.52 to 4.62 and Annex 7 to the *Directives*.

4.52 A licensed travel agent must use the specified electronic forms[28] to register Mainland inbound tour groups and (where necessary) revise the relevant information in accordance with the directions stipulated in such forms.

4.53 Pursuant to section 32 of the Ordinance and section 25 of the Regulation, in respect of a licensed travel agent who carries on Mainland inbound tour group business –

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[27] The form for application for setting up account for registration of Mainland inbound tour groups (Form No.: F-MIT-001E) may be downloaded from the Authority's website: https://www.tia.org.hk/en/compliance/registration-of-mainland-inbound-tour-groups/reference-guidelines-and-relevant-forms.html.

[28] The hyperlink of the electronic form for registering Mainland inbound tour gorups and revising registered information is: https://inbreg.tia.org.hk/tour_registration/#/booking, or any other hyperlink published by the Authority from time to time on the relevant webpage.

(a) the registration fee payable for each Mainland inbound tour group for which the travel agent obtains services is HK$4 per participant of the group; and

(b) the registration fee must be paid to the Authority before the travel agent starts to obtain services for the group.

4.54 A licensed travel agent must not make any change to any registered arrangement after registering a Mainland inbound tour group with the Authority, except for any reasons beyond control (inbound) or having a reasonable excuse. If the travel agent, for any reasons beyond control (inbound) or having a reasonable excuse, needs to make a change to –

(a) the registered receiving tourist guide or greeting tourist guide (if any); or

(b) the registered accommodation (the standard of the new accommodation must not be lower than that of the original accommodation),

the travel agent must immediately notify the Authority by using the specified electronic form[29] after making the change.

4.55 The travel agent must enter the names of two persons in charge[30] in the electronic form, both of whom must not be the receiving tourist guide or the greeting tourist guide (if any) entered in the electronic form. If an incident happens to the tour group, the travel agent must ensure that at least one of the two persons in charge must be at the scene to handle the incident.

4.56 The travel agent must enter the email address registered with and approved by the Authority in the electronic forms and submit the electronic forms

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[29] The hyperlink of the electronic form is: https://inbreg.tia.org.hk/tour_registration/#/booking, or any other hyperlink published by the Authority from time to time on the relevant webpage.

[30] If the travel agent is a company / partnership / individual carrying on business as a sole proprietor, one of the two persons in charge must be a director / partner / the indvidual respectively, and the other must be an employee, or a director / partner / the individual respectively.

and relevant documents to the Authority, and must retain information and documents of the relevant Mainland inbound tour groups for at least one year for inspection by the Authority.

Applicable requirements for registration of Mainland inbound tour group (general)

4.57 For each Mainland inbound tour group (general) received by a licensed travel agent, the travel agent must use the electronic form specified in 4.52 to register the tour group at least 12 hours before it arrives in Hong Kong or the travel agent expects to obtain services for the tour group.

4.58 When submitting an electronic form to the Authority, the travel agent must pay the registration fee in the manner specified in Annex 7 to the *Directives*, and must upload (if applicable) proof of accommodation related to and only for the Mainland inbound tour group (general).

Applicable requirements for registration of Mainland inbound tour group (one day)

4.59 For each Mainland inbound tour group (one day) received by a licensed travel agent, the travel agent must use the electronic form specified in 4.52 to register the tour group at least 12 hours before it arrives in Hong Kong or the travel agent expects to obtain services for the tour group..

4.60 When submitting an electronic form to the Authority, the travel agent must pay the registration fee in the manner specified in Annex 7 to the *Directives*.

Applicable requirements for registration of Mainland inbound tour group (non-travel agent)

4.61 For each Mainland inbound tour group (non-travel agent) received by a licensed travel agent, the travel agent must use the electronic form specified in 4.52 to register the tour group at least 12 hours before it arrives in Hong Kong or the travel agent expects to obtain services for the tour group.

4.62 When submitting an electronic form to the Authority, the travel agent need not pay the registration fee, but must upload (if applicable) proof of accommodation related to and only for the Mainland inbound tour group (non-travel agent).

Part 5: Licensed Tour Escorts

General directives

5.1 A licensed tour escort must always pay attention to professional ethics and strictly follow the principles set out below in the spirit of serving with enthusiasm –

(a) possessing good professional qualities and ethics in order to uphold the overall image and reputation of licensed travel agents for whom the tour escorts work and the outbound travel industry;

(b) familiarizing themselves with and acting in accordance with the directives contained in this Part and all laws, rules and regulations in relation to the work of licensed tour escorts; and

(c) understanding the duties of licensed tourist escorts and providing a high standard of service in an honest and fair manner.

5.2 A licensed tour escort must take all reasonable steps to safeguard the safety and interest of any participant of an outbound package tour.

Professional ethics of licensed tour escort

Quality service

5.3 A licensed tour escort must strive to serve the participants of an outbound package tour during the journey.

Professional ethics

5.4 A licensed tour escort must adhere to professional ethics.

5.5 When performing duties, a licensed tour escort must –

(a) be well-behaved, dutiful, discreet, sincere and courteous, punctual, attentive and patient, and strive to uphold the overall interests of an outbound package tour;

(b) take care of all participants of an outbound package tour in a fair and patient manner irrespective of their age, sex, physical condition, religion, race, nationality, etc;

(c) provide the participants of an outbound package tour with accurate and fact-based information, and contact relevant organizations (such as government departments, insurance companies, tourism boards, etc.) for verification if necessary;

(d) respect the customs and habits of the destinations;

(e) not smoke in front of the participants of an outbound package tour in order to protect the health of the participants and maintain the freshness of the air during the journey;

(f) not drink alcohol or gamble before and while at work in order not to affect judgement and concentration when performing duties;

(g) not recommend or promote drugs or any illicit item to the participants of an outbound package tour; and

(h) not confiscate or seize, or threaten to confiscate or seize, the travel documents of the participants of an outbound package tour.

Professional image

5.6 A licensed tour escort must dress appropriately, carry the tour escort card[31] while at work, and wear the card on the chest when an outbound package tour assembles for departure in order to present a professional image.

Safety of participants of outbound package tour

5.7 A licensed tour escort must always give priority to the safety of an outbound package tour, appropriately remind the participants of an outbound package tour to be watchful about personal belongings, and pay attention to the safety of food, transport, accommodation, sightseeing and activities in which the participants take part.

5.8 If an accident occurs, a licensed tour escort 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 the licensed travel agent for whom the tour escort works. The tour escort must report the accident to the local police if any third parties' liability is involved.

5.9 A licensed tour escort 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 the licensed travel agent for whom the tour escort works. The tour escort must report the situation to the travel agent for whom the tour escort works 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.

5.10 If a local staff member of a service provider explains safety-related information to the participants of an outbound package tour, a licensed tour escort

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[31] Or a valid tour escort card issued by the Travel Industry Council of Hong Kong.

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.

Service pledges

5.11 A licensed tour escort must provide the participants of an outbound package tour with a high standard of service according to the itinerary arrangements and the contents of the travel service contract made by the licensed travel agent for whom the tour escort works. A licensed tour escort must not alter the itinerary arrangements (including adding or cancelling any component of the itinerary) without the consent of the participants of an outbound package tour and the licensed travel agent for whom the tour escort works. If alteration to the itinerary arrangements is necessary because of an emergency or special circumstance, a licensed tour escort must explain clearly the reason(s) for the alteration to the participants of an outbound package tour and report the alteration to the licensed travel agent for whom the tour escort works without delay.

Spirit of cooperation

5.12 A licensed tour escort must maintain a good and clean working relationship with working partners such as local tourist guides, tour coach drivers, etc. and the staff of other service providers such as attractions, theme parks, hotels, restaurants, tour coach companies, etc.

Respect for other industry members

5.13 A licensed tour escort must not defame other industry members.

Service charges

5.14 A licensed tour escort must comply with the directives and/or requirements governing service charges issued by the Authority and the licensed travel agent for whom the tour escort works.

5.15 A licensed tour escort 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.

Self-paid activities (outbound)

5.16 A licensed tour escort must comply with the directives and/or requirements governing self-paid activities (outbound) issued by the Authority and the licensed travel agent for whom the tour escort works.

5.17 A licensed tour escort must not force the participants of an outbound package tour to join a self-paid activity (outbound).

5.18 Prior to arranging a self-paid activity (outbound), a licensed tour escort must ensure that the participants of an outbound package tour understand the content, duration, fee(s), safety and responsibility issues of the activity.

5.19 A licensed tour escort must make arrangements according to the instructions of the licensed travel agent for whom the tour escort works for those participants of an outbound package tour who do not join a self-paid activity (outbound) when the activity is held.

Shopping trips

5.20 A licensed tour escort must not provide inaccurate information to mislead the participants of an outbound package tour to make any purchase, and

must not allow the attitude of service of the tour escort to be affected because the participants are unwilling to make any purchase.

5.21 If a licensed tour escort provides services to an outbound package tour, the tour escort must, in connection with any shopping trip provided to the tour, take all reasonable steps to ensure that –

(a) no participant of the package tour is forced to enter or stay in any shop through the use of harassment, coercion or undue influence; and

(b) no participant of the package tour is subject to coerced shopping (outbound), whether during the shopping trip or otherwise.

Participants of outbound package tour must not be abandoned

5.22 A licensed tour escort must not abandon or threaten to abandon any participant of an outbound package tour arranged by the licensed travel agent for whom the tour escort works.

Prohibition on imposing surcharges for leaving outbound package tour during journey

5.23 A licensed tour escort must not at any time and in any manner demand surcharges from, or impose surcharges on, a participant of an outbound package tour for the reason of the participant leaving the tour during the journey.

Abiding by law

5.24 A licensed tour escort 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.

No illegal solicitation and acceptance of advantages

5.25 A licensed tour escort must comply with the Prevention of Bribery Ordinance, including not offering, soliciting and/or accepting any advantage without lawful authority or reasonable excuse.

Conflict of interest

5.26 A licensed tour escort must avoid the occurrence of an actual or perceived conflict of interest situation and report any unavoidable conflict of interest situation to the licensed travel agent for whom the tour escort works.

Confidential and personal information

5.27 A licensed tour escort must abide by the Personal Data (Privacy) Ordinance (Cap. 486) and must not disclose the personal data of the participants of an outbound package tour without their authorization.

5.28 A licensed tour escort must not disclose to any person any information considered confidential by the licensed travel agent for whom the tour escort works without the travel agent's authorization.

5.29 A licensed tour escort who has access to, is in possession of or is responsible for the management of the information specified in paragraph 5.27 or paragraph 5.28 must at all times ensure the security of the information and prevent any misuse or misappropriation of the information.

Part 6: Licensed Tourist Guides

General directives

6.1 A licensed tourist guide must always pay attention to professional ethics and strictly follow the principles below –

(a) striving to provide a high standard of service in an honest and fair manner;

(b) familiarizing themselves with and acting according to the directives contained in this Part and all laws, rules and regulations in relation to the work of licensed tourist guides; and

(c) understanding the duties of licensed tourist guides and having a sense of mission to contribute to the development of Hong Kong's tourism industry.

Professional ethics of licensed tourist guide

Quality service

6.2 A licensed tourist guide must strive to provide the participants of an inbound tour group with a high standard of service according to the contents of the itinerary.

6.3 A licensed tourist guide must not alter the itinerary without the consent of the participants of an inbound tour group and the licensed travel agent for whom the tourist guide works.

6.4 If alteration to the itinerary is necessary because of an emergency or special circumstance, a licensed tourist guide must obtain prior confirmation from the licensed travel agent for whom the tourist guide works and explain clearly the reason(s) for the alteration to the participants of an inbound tour group.

Professional ethics

6.5 A licensed tourist guide must adhere to professional ethics.

6.6 When receiving an inbound tour group, a licensed tourist guide must –

(a) be dutiful, sincere, courteous and attentive;

(b) be discreet and objective in attitude;

(c) be knowledgeable about Hong Kong;

(d) provide the participants of the tour group with accurate information;

(e) respect the religious belief, customs and habits of the participants of the tour group;

(f) be punctual when performing every duty;

(g) not smoke in front of the participants of the tour group and drink alcohol while at work;

(h) not gamble while at work;

(i) not sell illicit items to the participants of the tour group or recommend them to buy these items; and

(j) not seize or take away or attempt to seize or take away the travel documents of the participants of the tour group unless that act is made on a proper ground and lasts for a reasonable period of time.

Professional image

6.7 A licensed tourist guide must dress appropriately, and must wear the tourist guide card[32] on the chest while at work to present a professional image.

Safety of participants of inbound tour group

6.8 A licensed tourist guide must appropriately remind the participants of an inbound tour group to be aware of their safety.

6.9 If an accident occurs or a participant of an inbound tour group is feeling unwell, a licensed tourist guide must strive to help arrange immediate medical treatment for the participant, report the case to the licensed travel agent for whom the tourist guide works without delay and ask for assistance, and if necessary, report the case to the police.

Spirit of cooperation

6.10 A licensed tourist guide must maintain a good and clean working relationship with working partners such as tour escorts accompanying inbound tour groups, tour coach drivers, etc. and the staff of other service providers such as attractions, hotels, restaurants, tour coach companies, etc.

Promotion of development of travel industry

6.11 A licensed tourist guide must ensure the sustainable and prosperous development of the travel industry in Hong Kong by –

(a) protecting the reputation of the travel industry in Hong Kong;

(b) encouraging the participants of an inbound tour group to assist in protecting the tourism resources in Hong Kong such as

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[32] Or a valid tourist guide card issued by the Travel Industry Council of Hong Kong.

cultural and heritage sites, the natural environment and facilities at tourist attractions, and maintaining public hygiene and order in public places, etc.; and

(c) acting as an ambassador of tourism and actively promoting the travel industry in Hong Kong and Hong Kong while at work for the benefits of the Hong Kong economy.

Itinerary

6.12 A licensed tourist guide must, based on the instruction of the licensed travel agent for whom the tourist guide works –

(a) distribute an itinerary as mentioned in paragraph 4.37 to each participant aged 12 or above of a Mainland inbound tour group on its arrival in Hong Kong; and

(b) while distributing the itinerary to the participants, read out the contents as mentioned in paragraph 4.40 to the participants.

Service charges

6.13 A licensed tourist guide must not impose service charges on the participants of an inbound tour group by any forceful means, and must not show dissatisfaction, provide service half-heartedly or even refuse to provide service because of the underpayment or non-payment of service charges by the participants.

6.14 A licensed tourist guide must comply with the requirements governing service charges stipulated by the licensed travel agent for whom the tourist guide works and must not make use of any fraudulent means to impose service charges.

Self-paid activities

6.15 A licensed tourist guide must only arrange self-paid activities recognized by the licensed travel agent for whom the tourist guide works.

6.16 A licensed tourist guide must not force the participants of an inbound tour group to join a self-paid activity (including by means of exerting group pressure or leaving the participants with no other choice), and must allow the participants to choose freely whether or not to join the activity.

6.17 Prior to arranging a self-paid activity, a licensed tourist guide must explain clearly to the participants of an inbound tour group the content, fee(s), safety and responsibility issues of the activity.

6.18 A licensed tourist guide must make appropriate arrangements according to the instruction of the licensed travel agent for whom the tourist guide works for those participants of an inbound tour group who do not join a self-paid activity.

6.19 While at work, a licensed tourist guide must not engage in any activity not agreed by the licensed travel agent for whom the tourist guide works.

Arrangement for meals

6.19A If a licensed travel agent provides a meal for the participants of a Mainland inbound tour group, the licensed tourist guide assigned by the travel agent to receive the tour group must follow the travel agent's instruction to arrange the participants of the tour group to have a meal during the reserved time at the restaurant with which a reservation has been made, coordinate arrangements for the participants who are to have a meal at the restaurant to alight from and board the tour coach and enter and leave the restaurant, and assist in the maintenance of order of the participants waiting to enter and leave the restaurant. In any event, the licensed tourist guide must take all reasonable steps to ensure the proper order of the participants alighting from and boarding the tour coach and entering and leaving the restaurant.

Shopping trips

6.20 A licensed tourist guide must ensure that the participants of an inbound tour group understand their consumer rights, which include –

(a) the right to make or not to make a purchase;

(b) the right to obtain information on products and services;

(c) the freedom to choose products and services; and

(d) the right to complain and request for replacement or refund of their purchase(s).

6.21 A licensed tourist guide must only arrange the participants of an inbound tour group to a registered shop designated by the licensed travel agent for whom the tourist guide works. The shop must be validly registered by the travel agent with the Authority under the Administrative Scheme in advance and undertake to handle the request for a full refund made by any dissatisfied participant who returns the purchased item within six months under the Administrative Scheme for Mainland Groups or within 14 days under the Administrative Scheme for non-Mainland Groups. A licensed tourist guide must provide the participants of an inbound tour group with information on the full refund protection within six months under the Administrative Scheme for Mainland Groups or within 14 days under the Administrative Scheme for Non-Mainland Groups before arranging for the participants of the tour group to the shop.

6.22 Pursuant to the licence conditions prescribed under section 10 of the Regulation, in relation to an inbound tour group for which a licensed tourist guide provides guiding services, the tourist guide –

(a) must take all reasonable steps to safeguard the safety and interest of any participant of the group;

(b) in connection with any shopping trip provided to the group, take all reasonable steps to ensure that –

(i) no participant of the group is forced to enter or stay in any shop through the use of harassment, coercion or undue influence; and

(ii) no participant of the group is subject to coerced shopping, whether during the shopping trip or otherwise; and

(c) must not abandon or threaten to abandon any participant of the group when any such service is being provided to the participants of the group.

6.23 Pursuant to section 39(3) and (5) of the Ordinance, a licensed tourist guide who work as a tourist guide otherwise than in accordance with the conditions imposed on the licence commits an offence and is liable –

(a) on conviction on indictment to a fine at level 5 and to imprisonment for one year; or

(b) on summary conviction to a fine at level 2 and to imprisonment for three months.

6.24 If a situation where coerced shopping happens to an inbound tour group, a licensed tourist guide must report the situation to relevant law enforcement agencies and the Authority and stop the situation where it is reasonably practicable.

6.25 A licensed tourist guide must not allow the attitude of service of the tourist guide to be affected, or refuse to perform the duties of tourist guide because the participants of an inbound tour group refuse to make any purchase or because of the value of their purchases.

6.26 If a participant of an inbound tour group is feeling unwell, a licensed tourist guide must, according to the participant's wishes, immediately arrange for the participant to leave the shop or rest at other suitable places. If there is a need, the tourist guide must arrange for the participant to see a doctor or call the ambulance service as soon as possible.

6.27 A licensed tourist guide must not peddle souvenirs and other items to participants of an inbound tour group or promote for publicity or promotional purposes in the name of the Government of the Hong Kong Special Administrative Region or any organization, unless prior written permission has been obtained from the Government of the Hong Kong Special Administrative Region or the organization.

Additional charges

6.28 Unless otherwise stipulated in paragraph 6.29, in respect of a Mainland or non-Mainland inbound tour group, a licensed tourist guide must not in any way impose or impose on behalf of others, or attempt to impose or attempt to impose on behalf of others, any additional charge on a participant of the tour group, except for the fee which the participant needs to pay for participating in a self-paid activity.

6.29 In respect of a non-Mainland inbound tour group, a licensed tourist guide may impose an additional charge on a participant of the tour group according to the instruction of the non-Mainland travel agent who organizes the tour group as relayed by the licensed travel agent for whom the tourist guide works.

Service agreement entered into with licensed travel agent

6.30 For the purpose of the service agreement in Annex 6 to the *Directives* entered into between a licensed tourist guide and a licensed travel agent, if the tourist guide violates paragraph 13 (relating to the submission of the service agreement entered into by the travel agent and the tourist guide to the Authority) of the service agreement, the tourist guide will be deemed to be in breach of the *Directives*.

6.30A A licensed tourist guide must act in accordance with the provision stated in paragraph 4.30(d) of the *Directives* as contained in the service agreement entered into between the tourist guide and the travel agent.

Declaration of association with registered shops

6.31 In paragraphs 6.32 to 6.33, "specified relative" means a parent, spouse, offspring or sibling.

6.32 If a licensed tourist guide belongs to either of the following situations, the tourist guide must file a declaration with the Authority in the form in Annex 15 to the *Directives* –

(a) the tourist guide partly or wholly owns any registered shop, or is a director of any registered shop; or

(b) the specified relative of the tourist guide partly or wholly owns any registered shop, or is a director of any registered shop.

6.33 After filing a declaration with the Authority pursuant to paragraph 6.32, if there is any change in the declared status, the tourist guide must notify the Authority in writing within 14 days (exclusive of the date of change) of the change.

Abiding by law

6.34 A licensed tourist guide must abide by, and help the participants of an inbound tour group to understand and abide by, the laws of Hong Kong.

No illegal solicitation and acceptance of advantages

6.35 A licensed tourist guide must comply with the Prevention of Bribery Ordinance, including not offering, soliciting and/or accepting any advantage without lawful authority or reasonable excuse.

Conflict of interest

6.36 A licensed tourist guide must avoid the occurrence of an actual or perceived conflict of interest situation and report any unavoidable conflict of interest situation to the licensed travel agent for whom the tourist guide works.

Confidential and personal information

6.37 A licensed tourist guide must abide by the Personal Data (Privacy) Ordinance (Cap. 486) and must not disclose the personal data of the participants of an inbound tour group without their authorization.

6.38 A licensed tourist guide must not disclose to any person any information considered confidential by the licensed travel agent for whom the tourist guide works without the travel agent's authorization.

6.39 A licensed tourist guide who has access to, is in possession of or is responsible for the management of the information specified in paragraphs 6.37 or 6.38 must at all times ensure the security of the information and prevent any misuse or misappropriation of the information.

Annexes

Annex 1: Declaration form for association between licensed travel agent and registered shop(s)

Annex 2: Basic requirements, method of calculating premium subsidy and annual premium benchmark for work insurance for freelance tour escorts

Annex 3: Documents necessary for imposing cancellation charges for cancellation of outbound package tour for reasons beyond control (outbound)

Annex 4: Basic requirements, method of calculating premium subsidy and annual premium benchmark of work insurance for freelance tourist guides

Annex 5: Key points in contract entered into between licensed travel agent and unit which organizes Mainland inbound tour groups

Annex 6: Form for service agreement entered into between licensed travel agent and licensed tourist guide receiving Mainland inbound tour groups

Annex 7: Specified manner for the purpose of registering Mainland inbound tour groups

Annex 8: Deleted

Annex 9: Deleted

Annex 10: Deleted

Annex 11: Deleted

Annex 12: Deleted

Annex 13: Declaration form for association between licensed tourist guide and registered shop(s)

Annex 1: Declaration form for association between licensed travel agent and registered shop(s)

To: Travel Industry Authority (the "Authority")

Name of licensed travel agent:	
Number of travel agent licence:	
Name of authorized representative:	
Position:	
Contact telephone number:	
Contact email address:	

I, the authorized representative of the above-mentioned licensed travel agent, now declare that the specified person(s)[1] of our company or the company of the specified person(s), and/or the specified relative(s)[2] of the specified person(s) or the company of the specified relative(s) of the specified person(s), partly or wholly own(s) the following registered shop(s), or is/are the director(s) of the following registered shop(s):

[1] "Specified person" means a shareholder, partner, sole proprietor, director and/or the authorized representative.

[2] "Specified relative" means a parent, spouse, offspring or sibling.

Name(s) of registered shop(s)	**The following specified person(s) of our company or the company of the specified person(s), and/or the specified relative(s) of the specified person(s) or the company of the specified relative(s) of the specified person(s), partly or wholly own(s) the registered shop(s) in the left column**	**The following specified person(s) of our company or the company of the specified person(s), and/or the specified relative(s) of the specified person(s) or the company of the specified relative(s) of the specified person(s), is/are the director(s) of the registered shop(s) in the leftmost column**

Our company and I understand and agree that the Authority may disclose any information declared by our company and me in any way it deems appropriate (including on its website).

Signature:	
Company Stamp:	
Date:	

Annex 2: Basic requirements, method of calculating premium subsidy and annual premium benchmark for work insurance for freelance tour escorts

1. Work insurance for freelance tour escorts ("FTE insurance") must cover the entire duration when a licensed tour escort is performing the duties of tour escort at any time outside Hong Kong as assigned by a licensed travel agent, including the tour escort's personal time and rest time during the trip and the situations where the tour escort, as required by the duties of tour escort, stands, works and walks on tour coaches without wearing a seat belt, or assists the participants of an outbound package tour in getting on and off the coaches on the road or carrying the participants' luggage.

2. During the insured period, the number of trips covered must not be limited by the terms of FTE insurance (except for FTE insurance which is single-trip insurance), and the insured area of FTE insurance is anywhere outside Hong Kong.

3. The coverage of FTE insurance must cover each of the following basic scope of coverage –

	Insured items (unless otherwise stated, applicable to accident and illness)	**Maximum amount of compensation not less than the amount below (unless otherwise stated, per insured trip and per insured person)**
(1)	**Medical cover**	
	Medical expenses	HK$500,000
	Cash allowance for hospitalization (outside Hong Kong)	HK$5,000 (per insured period)
(2)	**Emergency assistance**	
	Emergency medical evacuation	Actual expenses

	Insured items (unless otherwise stated, applicable to accident and illness)	**Maximum amount of compensation not less than the amount below (unless otherwise stated, per insured trip and per insured person)**
	Repatriation of remains back to Hong Kong	Actual expenses
	Deposit guarantee for hospital admission	HK$39,000
	Close relative visit	At least 1 round-trip economy class air ticket, ferry ticket, etc., and actual accommodation expenses in the amount of HK$700 per day (maximum days of visit not less than 5 days)
(3)	**Personal accident** (applicable to death or permanent disability)	
	Accident occurred when taking public transport or being robbed	HK$600,000*
	Other accidents	HK$400,000*
	Burns coverage	HK$200,000
(4)	**Income protection** (accident only, only applicable to the temporary inability to perform the duties of tour escort after returning to Hong Kong)	HK$2,000 (per insured period)
(5)	**Compassionate payment on death**	HK$10,000
(6)	**Funeral expenses** (accident only)	HK$5,000

* Not less than one claim in total per insurance policy.

4. The premium subsidy for FTE insurance is calculated on the basis of the same outbound package tour. If the number of days of an outbound package tour is –

(a) 3 or less, the amount of subsidy = premium for 1 day × 7;

(b) 4 to 14, the amount of subsidy = premium for 1 day × 14; and

(c) 15 or more, the amount of subsidy = premium for 1 day × the actual number of days of the package tour.

5. The number of days of an outbound package tour is calculated on the basis of the time when a licensed tour escort actually leaves Hong Kong and actually arrives in Hong Kong for performing the duties of tour escort; any day less than one day is taken as one day.

6. Premium for 1 day = the annual premium benchmark set out in paragraph 7 ÷ 365.

7. The annual premium benchmark for FTE insurance is HK$690[1].

8. The Authority will carry out research every two years on the premiums of FTE insurance in the market which offers global coverage (except Hong Kong). If the market research reveals any difference between the premiums and the annual premium benchmark for FTE insurance set out in paragraph 7, the annual premium benchmark will be revised by the Authority to the level of the lowest of the relevant premiums. The annual premium benchmark will remain valid unless paragraph 7 is otherwise amended by the Authority or the Authority otherwise notified licensed travel agents.

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[1] After carrying out market research, the Authority decided in July 2025 that the annual premium benchmark will remain the same.

Annex 3: Documents necessary for imposing cancellation charges for cancellation of outbound package tour for reasons beyond control (outbound)

For the purpose of paragraph 2.46 of the *Directives*, the following specified information must be printed on the licensed travel agent's letterhead –

(a) the name of the service provider (and the name of the booking agent if the booking is made through the booking agent);
(b) the name of the travel agent;
(c) the date of the service;
(d) the code of the transport service;
(e) the destination;
(f) the tour group number;
(g) the class/category of the booked service (e.g. group ticket);
(h) the number of cancelled bookings and the number of affected participants of the package tour;
(i) the actual amount of the cancellation charge for the cancellation of each booking;
(j) the name, title and signature of the person who issues the supporting document; and
(k) the date and time of issue of the supporting document.

The supporting document issued by the service provider should be printed on the service provider's letterhead, with the following information stated clearly therein –

(a) the name of the service provider;
(b) the name of the licensed travel agent and/or the name of the booking agent;
(c) the date of the service;
(d) the code of the transport service;

(e) the destination;

(f) the class/category of the booked service (e.g. group ticket);

(g) the number of cancelled bookings and the number of affected participants of the package tour;

(h) the actual amount of the cancellation charge for the cancellation of each booking;

(i) the name, title and signature of the person who issues the supporting document; and

(j) the date and time of issue of the supporting document.

Annex 4: Basic requirements, method of calculating premium subsidy and annual premium benchmark of work insurance for freelance tourist guides

1. Work insurance for freelance tourist guides ("FTG insurance") must cover the entire duration when a licensed tourist guide is performing the duties of tourist guide at any time in Hong Kong as assigned by a licensed travel agent, including during the journeys to and from the meeting point and the dismissal point of an inbound tour group in Hong Kong on the means of transport arranged by the travel agent for the tour group, and the situations where the tourist guide, as required by the duties of tourist guide, stands, works and walks on tour coaches without wearing a seat belt, or assists the participants of an inbound tour group in getting on and off the coaches on the road or carrying the participants' luggage.

2. During the insured period, the number of inbound tour groups received must not be limited by the terms of FTG insurance, and the insured area is Hong Kong.

3. The coverage of FTG insurance must cover each of the following basic scope of coverage -

	Insured items (only applicable to accident)	**Maximum amount of compensation not less than the amount below (unless otherwise stated, per insured person)**
(1)	**Medical cover**	
	Medical expenses	HK$50,000 (per accident)
	Cash allowance for hospitalization	HK$3,000 (per insured period)

	Insured items (only applicable to accident)	Maximum amount of compensation not less than the amount below (unless otherwise stated, per insured person)
(2)	**Personal accident** (applicable to death or permanent disability)	
	Accident occurred when taking public transport or being robbed	HK$300,000*
	Other accidents	HK$200,000*
	Burns coverage	HK$100,000
(3)	**Income protection** (applicable to temporary inability to perform the duties of tourist guide)	HK$2,000 (per insured period)
(4)	**Compassionate payment on death**	HK$10,000

* Not less than one claim in total per insurance policy.

4. The premium subsidy for FTG insurance is calculated on the basis of the same inbound tour group. If the number of days of a licensed tourist guide has actually worked is –

(a) 7 days or less, the amount of subsidy = premium for 1 day × 7;

(b) 8 to 14 days, the amount of subsidy = premium for 1 day × 14; and

(c) 15 days or more, the amount of subsidy = premium for 1 day × the number of days the tourist guide has actually worked.

5. The number of days a tourist guide has actually worked is calculated on the basis that any day less than one day is taken as one day.

6. Premium for 1 day = the annual premium benchmark set out in paragraph 7 ÷ 365.

7. The annual premium benchmark for FTG insurance is $550[1].

8. The Authority will carry out research every two years on the premiums of FTG insurance in the market which covers Hong Kong. If the market research reveals any difference between the premiums and the annual premium benchmark for FTG insurance set out in paragraph 7, the annual premium benchmark will be revised by the Authority to the level of the lowest of the relevant premiums. The annual premium benchmark will remain valid unless paragraph 7 is otherwise amended by the Authority or the Authority otherwise notified licensed travel agents.

[1] After carrying out market research, the Authority decided in July 2025 that the annual premium benchmark will remain the same.

Annex 5: Key points in contract entered into between licensed travel agent and unit which organizes Mainland inbound tour groups

1. State expressly the names, business license(s) (if applicable) and contact information of both parties.

2. State expressly the relevant information of the Mainland travel agent's tour escort(s) (if applicable) and the licensed tourist guide assigned by the licensed travel agent.

3. Both parties confirm the specific arrangements for food, accommodation, transport, sightseeing, shopping and entertainment for the tour group, and specify the locations, the number and the duration of shopping trips in Hong Kong.

4. The tour fare must be stated expressly with the included items, the amount payable, the time of payment and the method(s) of payment, and if there is any self-paid item(s), the content and price of the item(s) must be stated expressly.

5. State expressly the responsibilities and obligations of the Mainland travel agent(s) (if applicable) and the tour escort(s) (if applicable) –

(a) Mainland travel agent(s) must obtain permission to operate outbound travel business and comply with the Travel Agency Ordinance applicable in the Mainland;

(b) the tour escort(s) must be qualified to be an outbound tour escort(s);

(c) Mainland travel agent(s) must not solicit tourists at a price lower than the cost of reception services;

(d) Mainland travel agent(s) must not transfer tourists to other travel agent(s) for organization and reception without the consent of the tourists;

(e) uphold firmly the legitimate rights and interests of tourists and object to coercing tourists into shopping. If any incident of the same nature mentioned in the foregoing paragraphs occurs, the tour escort has the obligation to timely report the incident.

6. State expressly the responsibilities and obligations of the licensed travel agent and the licensed tourist guide(s) –

(a) the travel agent responsible for reception must hold a licence issued by the Authority in the Hong Kong SAR;

(b) a licensed travel agent must not provide a quotation to any Mainland travel agent and receive any Mainland inbound tour group at a price lower than the cost of reception services;

(c) a licensed travel agent must not require any licensed tourist guide to lead any tour group that is unpaid or paid with fares less than the cost of reception services, and must not require any licensed tourist guide to bear the cost of reception services;

(d) the tourist guide assigned to receive the tour groups must hold a tourist guide licence issued by the Authority;

(e) a licensed travel agent and the licensed tourist guides assigned by the travel agent must fully comply with all relevant requirements including the directives, etc. issued by the Authority in the course of receiving inbound tour groups;

(f) a licensed tourist guide must promptly distribute an itinerary in compliance with the requirements of the Authority when the participants of an inbound tour group arrive in Hong Kong;

(g) a licensed travel agent and the licensed tourist guide assigned by the travel agent must not deceive or coerce the participants of an inbound tour group into shopping or force the participants to participate in any self-paid item.

Annex 6: Form for service agreement entered into between licensed travel agent and licensed tourist guide receiving Mainland inbound tour groups

This Service Agreement is entered into on the following date:

	Year		Month		Day

Party A：

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

Party B：

Name of licensed tourist guide:	
Number of tourist guide licence:	
Period of validity of tourist guide 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

2. Party B must provide reception services to the Mainland inbound tour group(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 group is at the following amount (the amount must be entered):

*HKD/RMB:		*Dollar/Yuan

(b) Tour fee (if any):

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

*HKD/RMB:		*Dollar/Yuan

(c) Amount (if any) and calculation method of the service charge of participants of a Mainland inbound tour group (must be specified in detail):

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

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

4. Party A, pursuant to the requirements in paragraph 4.30(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 receiving Mainland inbound tour groups, and must not delay the reimbursement for any advance payment made by Party B.

4A. Party A allows / does not allow* Party B to sell goods or services to the Mainland inbound tour group(s), and (if the sale of goods or services is allowed) Party B may only sell the goods or services set out in the space below (a separate sheet may be used if the space is not enough; the separate sheet is also part of this Service Agreement):

(Set out here the details of the goods or services which Party B is allowed to sell)

5. Party A must not require Party B to receive any Mainland inbound tour group organised by any Mainland travel agent for which a reception fee is not paid or is lower than the cost of reception services.

6. Party A, pursuant to the requirements in paragraph 4.1 of the *Directives*, must not subcontract the reception services of any Mainland inbound tour group to any company or person (Party B included) who does not hold a travel agent licence.

7. If Party B is a freelance tourist guide, Part A, pursuant to the requirements in paragraph 4.32 of the *Directives*, must take practicable steps to ensure that Party B is covered by FTG insurance at any time during the entire duration when Party B performs the duties of tourist guide in Hong Kong as assigned by Party A; and must provide Party B with a premium subsidy or the protection under FTG insurance in accordance with the provisions set out in Annex 4 to the *Directives*.

8. Party A, pursuant to the requirements in paragraph 4.37 of the *Directives*, must immediately distribute an itinerary through Party B to each participant aged 12 or above of any Mainland inbound tour group on its arrival in Hong Kong.

9. Party B, pursuant to the requirements in paragraph 6.12(a) of the *Directives*, must follow the instructions of Party A and distribute the itinerary provided by Party A to each participant aged 12 or above of any Mainland inbound tour group on its arrival in Hong Kong.

10. Party B, pursuant to the requirements in paragraph 6.12(b) of the *Directives*, while distributing the itinerary to each participant aged 12 or above of any Mainland inbound tour group, must read out the contents mentioned in paragraph 4.40 of the *Directives*, namely, the sentence "請保留此行程表以保障權益", Party A's name, Party B's name, itinerary arrangements, fees and charges, notes to participants of Mainland inbound tour groups, and relevant telephone hotlines.

11. Party B must comply with Part 6 of the *Directives*: all requirements for licensed tourist guides, and all laws, rules and regulations related to the work of licensed tourist guides, including but not limited to：

(a) Paragraph 6.2: Party B must strive to provide the participants of any Mainland inbound tour group with a high standard of service according to the contents of the itinerary;

(b) Paragraph 6.3 Party B must not alter the itinerary without the consent of the participants of any Mainland inbound tour group and Party A;

(c) Paragraph 6.6(j): Party B must not seize or take away or attempt to seize or take away the travel documents of the participants of any Mainland inbound tour group unless that act is made on a proper ground and lasts only for a reasonable period of time;

(d) Paragraph 6.13: Party B must not impose service charges on the participants of any Mainland inbound tour group by any coercive means, and must not show dissatisfaction, provide sub-standard service or even refuse to provide service because of the

underpayment or non-payment of service charges by the participants.

(e) Paragraphs 6.20 and 6.21: Party B must ensure that the participants of any Mainland inbound tour group understand their consumer rights, and must only arrange the participants of any Mainland inbound tour group to a registered shop designated by Party A;

(f) Paragraph 6.22: In relation to an inbound tour group for which Party B provides guiding services, Party B –

(i) must take all reasonable steps to safeguard the safety and interest of any participant of the group;

(ii) in connection with any shopping trip provided to the group, take all reasonable steps to ensure that –

(A) no participant of the group is forced to enter or stay in any shop through the use of harassment, coercion or undue influence; and

(B) no participant of the group is subject to coerced shopping, whether during the shopping trip or otherwise; and

(iii) must not abandon or threaten to abandon any participant of the group when any such service is being provided to the participants of the group.

(g) Paragraph 6.24: If a situation where coerced shopping happens to any Mainland inbound tour group, Party B must report the situation to the Authority and stop the situation where it is reasonably practicable；

(h) Paragraph 6.25: Party B must not allow his/her attitude of service to be affected or refuse to perform his/her duties because the participants of any inbound tour group are unwilling to make any purchase or because of the value of their purchases.

12. Party B must not allow any other person to assist in, or receive in his/her's stead, any Mainland inbound tour group, unless that other person is designated by Party A.

13. Party B undertakes to help Party A to fulfil Party A's responsibility of assisting the participants of any Mainland inbound tour group in handling refunds at the time when the participants are in Hong Kong.

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

15. Regarding the requirements of the *Directives* quoted or summarised 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:	

Annex 7: Specified manner for registration of Mainland inbound tour groups

A licensed travel agent must register Mainland inbound tour groups and, in applicable situations, pay the registration fee in accordance with the following steps:

1. If a licensed travel agent intends to receive a Mainland inbound tour group, the travel agent must apply to the Authority for setting up an account before receiving the tour group.

2. After approving the application from a licensed travel agent for setting up an account, the Authority will distribute registration stickers to the travel agent. Each registration sticker bears a unique serial number.

3. A licensed travel agent must not reuse any registration sticker distributed to the travel agent by the Authority and must not hand out any such registration sticker to any other licensed travel agent to use.

4. If a licensed travel agent intends to receive a Mainland inbound tour group in respect of which the registration fee is payable, the travel agent must deposit pre-paid registration fees into the travel agent's account.

5. A licensed travel agent must enter the email address registered with and approved by the Authority in the specified electronic form[1] and submit the electronic form and the relevant documents of Mainland inbound tour groups to the Authority. The travel agent must not share that email address with any other licensed travel agent.

6. A licensed travel agent, when registering Mainland inbound tour groups, must enter the serial number of a registration sticker in each electronic

[1] The hyperlink of the electronic form is: https://inbreg.tia.org.hk/tour_registration/#/booking, or any other hyperlink as from time to time published on the relevant webpage by the Authority

form irrespective of whether any such tour group in respect of which the registration fee is payable.

7. If a Mainland inbound tour group in respect of which the registration fee is payable, the registration fee to be paid will be deducted from the balance of the relevant licensed travel agent's account on the basis of the number of participants of the tour group filled in the registration form and HK$4 per participant of the tour group.

8. If a licensed travel agent needs to change the number of participants of a tour group already registered (including the situation in which the tour group is cancelled), the travel agent may notify the Authority by using the specified electronic form[2] the day before the tour group arrives in Hong Kong in order to make the change[3].

9. A licensed travel agent must ensure that the balance of the travel agent's account is sufficient to pay for registration fees; if the balance of the account is insufficient[4], such a situation will be deemed in contravention of the relevant requirements and the travel agent will be subject to disciplinary action.

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[2] The hyperlink of the electronic form is: https://inbreg.tia.org.hk/tour_registration/#/booking, or any other hyperlink published by the Authority from time to time on the relevant webpage.

[3] If the Authority, on inspection of a Mainland inbound tour group, finds out that the actual number of participants of the tour group is **more than** the number of participants registered with the Authority, the relevant licensed travel agent will, apart from being required to pay for the shortfall in registration fees, be deemed to be in contravention of the relevant requirements, thus subject to disciplinary proceedings. If a licensed travel agent, after registering a Mainland inbound tour group, knows the day before the tour group arrives in Hong Kong that the actual number of its participants is **less than** the number of participants registered with the Authority and has made the change to the relevant number of participants via the relevant electronic form, the travel agent may, within one month after the tour group arrives in Hong Kong, submit supporting documents to the satisfaction of the Authority to apply for a refund of the relevant registration fees. The Authority will not entertain any refund application from a licensed travel agent where the number of participants of a tour group is changed after the tour group has arrived in Hong Kong.

[4] The Authority will notify a licensed travel agent by email each month of the balance of the travel agent's account as at the end of the prevoius month.

Annex 8: Deleted

Annex 9: Deleted

Annex 10: Deleted

Annex 11: Deleted

Annex 12: Deleted

Annex 13: Declaration form for association between licensed tourist guide and registered shop(s)

To: Travel Industry Authority (the "Authority")

Name of licensed tourist guide:	
Number of tourist guide licence:	
Contact telephone number:	
Contact email address:	

I, the above-mentioned licensed tourist guide, now declare that I and/or the specified relative(s)[1] of myself partly or wholly own(s) the following registered shop(s), or is/are the director(s) of the following registered shop(s):

Name(s) of registered shop(s)	**I and/or the following specified relative(s) of myself partly or wholly own(s) the registered shop(s) in the left column**	**I and/or the following specified relative(s) of myself is/are director(s) of the registered shop(s) in the leftmost column**

I understand and agree that the Authority may disclose any information declared by me in any way it deems appropriate (including on its website).

[1] "Specified relative" means a parent, spouse, offspring or sibling.

Signature of licensed tourist guide:	
Date:	