



Refund Protection Scheme (Registered Shops) for Mainland China's Inbound Tour Group Shoppers (revised)

I. Preamble

The objectives of setting up the Refund Protection Scheme (Registered Shops) for Mainland China's Inbound Tour Group Shoppers by the Travel Industry Council of Hong Kong (TIC) are to protect the shopping rights of mainland China's inbound group visitors and to improve the service standard of the inbound industry. The TIC requires its members to register the information of designated shops with it before arranging for mainland China's inbound group visitors to patronise those shops.

II. Registration procedures

1. If members intend to arrange for mainland China's inbound group visitors to patronise any designated shops, they shall register with the TIC the information of those shops at least **seven working days in advance**.
2. Members shall use the Registration Form for Shops (Attachment 1) provided by the TIC for registration. In the Registration Form, members shall clearly enter such information as the name, address and contact telephone number of the shop, and the name of its authorised person.
3. Members shall return the completed Registration Form, together with the Undertaking for Registered Shops (Attachment 2) signed by each shop, a copy of the Business Registration Certificate for each shop (whose address on the Business Registration Certificate shall be identical with the business premises of the shop receiving mainland China's inbound group visitors) and an administration fee of HK\$500 for each registration of each shop, to the TIC for registration.
4. If the TIC has any queries about the information provided for registration, members shall submit documentation for verification.
5. Members will be notified in writing by the TIC when the registration procedures are completed. They should contact the TIC's Inbound Department as soon as possible if they do not receive the written notification five working days after submitting the Registration Form.
6. Members may arrange for mainland China's inbound group visitors to patronise shops if the registration procedures are completed.

III. Terms and conditions

1. Members may register an unlimited number of shops with the TIC.



香港旅遊業議會

**TRAVEL INDUSTRY COUNCIL
OF HONG KONG**

Incorporated with limited liability

香港北角英皇道 250 號北角城中心 1706-1709 室
Rooms 1706-1709, Fortress Tower,
250 King's Road, North Point, Hong Kong.

電話 Phone: (852) 2807 1199

傳真 Fax: (852) 2510 9907

網址 Website: <http://www.tichk.org>

電郵 E-mail: office@tichk.org

2. Each address shall only be registered for one shop. Should there be a need, members shall submit to the TIC Executive Office the lease, the floor plan, etc of a shop to be registered for verification. The TIC may conduct site inspections, and the application for registration will be submitted to the Committee on Shopping-related Practices for approval.
3. If there is any change to the authorised person, registered address, company name, contact telephone number or business hours of a shop registered with the TIC by members, the TIC shall be notified in writing of such new information seven days before the shop receives inbound visitors.
4. Members shall inform the TIC in writing as quickly as possible if any shops registered by them have ceased business or if they wish to cancel the registration of shops. The name, address, contact telephone number and the reason for and date of cancellation of registration of any shops which have ceased business or whose registration has been cancelled will be posted on the TIC website for six months.
5. Registered shops shall offer six-month, full refund protection to mainland China's inbound group visitors.
6. Once a shop has been accepted by the TIC as a registered shop, its name, address, contact telephone number, business hours and target market will be included in a List of Registered Shops posted on the TIC website. If the registration of a shop is revoked, its information will be deleted from the List of Registered Shops.
7. If a registered shop is given any demerits because of a breach of any one or more of its undertakings, its name and address, the number of demerits given and the reason for and date of giving the demerits, together with the name of the relevant receiving agent, will be posted on the TIC website; the demerits will not be erased until two years later.
8. The demerits for different registered shops operating at the same address will be retained irrespective of such situations as a change of ownership/name, unless there are no registered shops operating at the address for more than one year.
9. Members shall assist inbound visitors or their representatives in seeking refunds, otherwise they will be subject to penalties.
10. The TIC Executive Office will notify the members which register a registered shop of its complaint figures every quarter or when there is a need.
11. If, within any period of three consecutive months, the TIC has received a total of 10 or more refund complaints against a registered shop (including referrals from such bodies as the Consumer Council and the Hong Kong Tourism Board) and the Committee on Shopping-related Practices has substantiated the



complaint cases by finding any one or more of its undertakings to have been breached, then the registered shop will be given an additional 10 demerits on top of the demerits which may be imposed in each complaint case. A refund complaint refers to a case where a refund request is not handled in accordance with the requirements of the Refund Protection Scheme.

12. **If it has come to the TIC's attention that a registered shop is suspected of:**
 - (1) **selling, storing or possessing on its business premises any goods in circumstances which contravene the laws of Hong Kong, or**
 - (2) **committing on its business premises any acts or omissions which contravene the Trade Descriptions Ordinance or any other applicable laws of Hong Kong; and in the event of (1) or (2) being investigated by the relevant law-enforcement agencies, then the Committee on Shopping-related Practices may, after taking account of the nature and severity of the case, suspend the registration of the shop and require members to stop arranging for inbound visitors to patronise the shop concerned until further notice. If the registration of a registered shop is suspended under such circumstances, its name, address, contact telephone number and the reason for and date of suspension of registration will be posted on the TIC website until such time when the shop concerned is cleared (whether by way of judicial decision or otherwise) of:**
 - (a) **having sold, stored or possessed on its business premises any goods in circumstances which contravene the laws of Hong Kong, or**
 - (b) **having committed on its business premises any acts or omissions which contravene the Trade Descriptions Ordinance or any other applicable laws of Hong Kong, after which the website posting will be deleted.**

13. **If a court or enforcement authority has ruled that a registered shop:**
 - (1) **has sold, stored or possessed on its business premises any goods in circumstances which contravene the laws of Hong Kong, or**
 - (2) **has committed on its business premises any acts or omissions which contravene the Trade Descriptions Ordinance or any other applicable laws of Hong Kong, then the Committee on Shopping-related Practices will, after taking account of the nature and severity of the case, penalise the shop by issuing an advice letter to it, giving demerits to it, or suspending or revoking its registration. If the registration of a registered shop is suspended or revoked, its name, address, contact telephone number and the reason for and date of suspension or revocation of registration will be posted on the TIC website for two years, after which time the website posting will be deleted.**

14. **If a registered shop has accumulated 30 demerits or above, the Committee on Shopping-related Practices may suspend or revoke its registration. If the registration of a registered shop is suspended or revoked under such circumstances, its name, address, contact telephone number and the reason for and date of suspension or revocation of registration will be posted on the TIC website for two years, after which**



time the website posting will be deleted.

15. For the purpose of the Refund Protection Scheme, the term “shop” and “registered shop” also includes a reference to any person (including but not in any way limited to any authorised person, director, manager, officer, partner, employee, agent and representative) who acts on behalf of such a shop.

IV. Procedures for handling registered shops suspected of breaching their undertakings

1. If the TIC has received a complaint or has learnt from other channels that a registered shop is suspected of breaching any one or more of its undertakings, it will send a letter to the shop in writing by post and fax (if a fax number has been supplied), and request the shop concerned to submit information and/or written representations to the TIC within 21 days from the day following the date of the letter from the TIC.
2. If there is evidence that the shop is suspected of breaching any one or more of its undertakings, the case will be referred to the Committee on Shopping-related Practices for consideration. The TIC will issue a notification of suspected breach of undertakings to the shop by post and fax (if a fax number has been supplied). A copy of the “Guidelines on the handling of cases involving registered shops suspected of breaching undertakings by the Committee on Shopping-related Practices” and information on the case will also be sent to the member together with the notification of suspected breach of undertakings, which will specify that the shop may provide mitigating reasons if it admits a breach of any one or more of its undertakings or it may provide explanations if it refuses to admit any breach of any such undertakings. A copy of the notification of suspected breach of undertakings will be sent to the member concerned for reference.
3. The shop may give a written reply to the TIC within 14 days from the day following the date of the notification of suspected breach of undertakings, in order to either admit a breach of any one or more of its undertakings or dispute the breaches alleged.
4. On receipt of the written reply from the shop within the specified time advising that it intends to dispute the breaches alleged, the TIC may further follow up the case by such means as requesting the shop concerned to provide evidence to support its representations within five working days from the day following the date of the notification of request for evidence issued by the TIC. The TIC may also take such steps as it may deem fit to verify the truth or otherwise of the representations provided by the shop.
5. If, in the process of following up the case, evidence unfavourable to the shop becomes available to the TIC, the TIC will issue a notification of unfavourable evidence to the shop and allow it to respond on one occasion to the evidence within five working days from the day following the date of the



notification of unfavourable evidence.

6. Information on the case collected by the TIC will be organised and submitted to the Committee on Shopping-related Practices for consideration. All information regarding the identity of the shop will be concealed in the documents submitted to the Committee in order to ensure fairness. The Committee will consider all the information and representations submitted by the shop and other relevant parties when making a decision.
7. If the shop refuses to offer a refund for such reasons as the items concerned being damaged or there being wear and tear because of use, the Committee on Shopping-related Practices may send the items to its expert panel for assessment. The expert panel consists of representatives from the relevant trades.
8. If the Committee on Shopping-related Practices decides that the shop has breached any one or more of its undertakings, the TIC will issue a notification of the Committee's decision to the shop by post and fax (if a fax number has been supplied), informing it of the decision of the Committee. If the shop intends to lodge an appeal, it shall do so according to Section IX.

V. Committee on Shopping-related Practices

1. The majority of the members of the Committee on Shopping-related Practices shall be from outside the trade. Its convenor shall be an independent director.
2. The quorum for meetings of the panel set up under the Committee on Shopping-related Practices for handling cases of suspected breach of undertakings is, including the convenor or the deputy convenor of the committee, five members present. Seven members will be invited to each panel meeting on a rotation basis. Among those present at a panel meeting, non-trade members shall constitute the majority.
3. Panel meetings shall be chaired by the convenor of the Committee.

VI. Penalties imposable on registered shops found to have breached any one or more of their undertakings

1. The Committee on Shopping-related Practices may impose any of the following penalties on a registered shop:
 - (1) issuing an advice letter requiring it to act or cease to act in a particular manner;
 - (2) giving demerits to it (see Section VII);
 - (3) suspending its registration for a specified period;
 - (4) revoking its registration.
2. When deciding on the penalty to be imposed, the Committee on



Shopping-related Practices will consider any one or more of the following:

- (1) the severity of the case;
 - (2) the history of breaches of undertakings by the shop within the past two years;
 - (3) whether it was an intentional breach of the undertaking or undertakings concerned;
 - (4) in the event that the shop has admitted any breach of undertakings, whether it has expressed regret, or adopted remedial measures;
 - (5) the explanations provided by the shop;
 - (6) the conduct of the shop in responding to the alleged breach of undertakings; and
 - (7) all the surrounding circumstances of the case.
3. The registration of a registered shop shall be revoked if it refuses to implement the decision (such as not offering a refund to the visitor concerned or his/her representative) made by the Committee on Shopping-related Practices or the Appeal Board.
 4. If the Committee on Shopping-related Practices decides to suspend or revoke the registration of a registered shop and to forbid members to arrange for visitors to patronise it, the TIC will prohibit all members from arranging for visitors to patronise it. Members which continue to arrange for visitors to patronise it will be penalised. If a registered shop whose registration has been suspended continues to receive inbound group visitors, its registration will be revoked.
 5. If a registered shop is suspected of committing any acts or omissions which contravene the laws of Hong Kong, the case will be referred to the appropriate law enforcement authorities.

VII. Demerit System for Registered Shops

1. If the Committee on Shopping-related Practices considers that a registered shop has breached any one or more of its undertakings and decides to give demerits to it, the number of demerits to be given will be decided by making reference to the following demerit table:

	I. Undertaking breached	Maximum demerits for 1st breach within 2 years	Maximum demerits for 2nd breach within 2 years	Maximum demerits for 3rd or any subsequent breach within 2 years
1	A court or enforcement authority having ruled that a registered shop has sold,	30	30	30



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	stored or possessed on its business premises any goods in circumstances which contravene the laws of Hong Kong, or has committed on its business premises any acts or omissions which contravene the Trade Descriptions Ordinance or any other applicable laws of Hong Kong			
2	Compelling visitors to make purchases	30	30	30
3	Failing to notify the TIC in writing of any change to the authorised person, registered address, company name, contact telephone number or business hours seven days before receiving visitors	30	30	30
4	Refusing to offer a refund before intervention by the TIC	15	30	30
5	Violating regulations about refunds in the Refund Protection Scheme	15	30	30
6	Refusing to allow the public to freely enter and leave its business premises or refusing to allow personnel of the TIC or law-enforcement agencies to conduct inspections throughout business hours	15	30	30
7	Failing to check the Tourist Guide Pass of each tourist guide who takes tour groups to the shop	15	30	30
8	Refusing to provide the TIC with information about the receiving agents, the tourist guides and the time when tour groups enter and leave the shop	15	30	30
9	After receipt of a letter from the TIC, failing to respond in writing before the deadline, to visitors' enquiries, complaints or questions concerning the Refund Protection Scheme	15	30	30
10	The front of the receipt not printed with the phrases: “香港旅遊業議會入境旅客服務熱線：(852)2807 0707” [Inbound tourist service hotline of the Travel Industry Council of Hong Kong: (852)2807 0707] and “六個月百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗)” [Six-month, full refund protection (the purchased item shall be undamaged and there shall be no wear and tear because of use)] in accordance with the rules stipulated by the TIC from time to time (Note 1)	10	15	25
11	The receipt not legible or not clearly listing details of the sold items (Note 2)	10	15	25



12	The receipt or voucher not stating information about the company such as its name, address, contact telephone number, etc, or not bearing its company stamp	10	15	25
13	Mentioning such bodies as the TIC, the Government or the Hong Kong Tourism Board for promotional purposes without prior written approval	10	15	25
14	Failing to post in prominent places (including at least the entrance and the cash register) inside the shop the Chinese version of the poster about the Refund Protection Scheme provided by the TIC	10	15	25
15	Not giving visitors an explanation of the Refund Protection Scheme (Registered Shops) for Mainland China's Inbound Tour Group Shoppers	5	10	20
16	Not making a refund within seven days after receiving the item returned	5	10	20
17	After receipt of sold items eligible for a refund, failing to make a full refund in cash immediately and failing to issue visitors or their representatives with a written acknowledgement of receipt of sold items (Note 3)	5	10	20

2. The TIC Executive Office will record the demerits according to the decision of the Committee on Shopping-related Practices or the Appeal Board.
3. Once imposed, demerits are valid for two years, counting from the date when the Committee on Shopping-related Practices finds the case substantiated or any other specified date. In other words, the demerits given for each breach will be erased after two years. Demerits erased on expiry will be deducted from the total number of demerits.
4. If a registered shop has accumulated 10 demerits, the TIC Executive Office will immediately issue a reminder to it.
5. If a registered shop has accumulated 20 demerits, the TIC Executive Office will notify the Inbound Committee, the Mainland China Inbound Tour Affairs Committee and the members concerned of the situation.
6. If a registered shop has accumulated 30 demerits or above, the Committee on Shopping-related Practices will hold a meeting to determine whether to suspend or revoke its registration and whether members will still be allowed to arrange for visitors to patronise it.
7. If there are other cases relating to a registered shop pending deliberation by the Committee on Shopping-related Practices while the registration of the



shop concerned is suspended, then any demerits to be given in such other cases will be counted from the date when the registration is resumed and will also be valid for two years.

8. If the shop files an appeal and the Appeal Board decides that the case is substantiated, the demerits will be counted from the date when the Committee on Shopping-related Practices finds the case substantiated or any other specified date and will be valid for two years. If the Appeal Board decides that the case is not substantiated, the demerits will be erased.
9. If there is a need, the TIC Executive Office will notify tourism organisations of various places of the demerit records of registered shops.

VIII. Notification of decisions of the Committee on Shopping-related Practices and retention of records of breaches

1. If the Committee on Shopping-related Practices decides to penalise the registered shop which is found to have breached any one or more of its undertakings, the TIC will notify it in writing by post and fax (if a fax number has been supplied) of the Committee's decision and grounds, its right to appeal against the decision and the appeal procedures. If, apart from penalising the shop, the Committee decides to give it demerits for the breach, it will also be notified of the number of demerits given for the breach in the case and the total number of demerits accumulated within the past two years (if any). A copy of the notification will be sent to the member concerned for reference.
2. All records of breaches will be kept in the file of the registered shop concerned. However, when deciding on the penalty to be imposed on the shop, the Committee on Shopping-related Practices will only make reference to the shop's record of breaches for two preceding years.
3. If the Committee on Shopping-related Practices decides that the registered shop has not breached any of its undertakings, the TIC will also notify it and the member concerned in writing of the decision.

IX. Appeals against decisions of the Committee on Shopping-related Practices

1. Any registered shop desirous of appealing against the Committee on Shopping-related Practices' decision shall within 14 days (from the day following the date of notification of the decision from the TIC Executive Office) give notice of appeal or apply for extending the period for lodging an appeal for an additional period of not more than 14 days in writing to the TIC. The notice of appeal shall be given with an appeal fee of HK\$1,000. The notice of appeal or application for extension of the appeal period shall be addressed to "TIC Executive Director". The Appeal Board will decide whether the appeal fee paid by the appellant is to be forfeited, or repaid to the appellant wholly or in part.



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2. Details of the appeal procedures are available from the TIC website (www.tichk.org “The Council” “Composition” “Appeal Board”) or the TIC Executive Office.

X. Announcement of cases of breaches by registered shops

1. If the Committee on Shopping-related Practices penalises a registered shop by giving demerits to it, or suspending or revoking its registration, then its name and address and the reason for and date of the penalty will be posted on the TIC website, the details of which are stipulated in paragraphs 2 to 5 below. However, the name and other relevant information of a registered shop having only been issued with an advice letter will not be so posted.
2. If the Committee on Shopping-related Practices decides to suspend or revoke the registration of a registered shop with immediate effect (namely that the registration will remain invalid pending an appeal), then the penalty imposed on the shop will be posted on the TIC website immediately and members will be required to stop arranging for visitors to patronise the shop immediately. If the shop files an appeal, the fact that an appeal has been filed will also be posted on the TIC website.
3. If the Committee on Shopping-related Practices decides to suspend or revoke the registration of a registered shop (namely that the registration will still be valid pending an appeal), and the shop does not within 14 days (from the day following the date of the notification of the decision from the TIC) give notice of appeal or apply for extending the period for lodging an appeal for an additional period of not more than 14 days in writing to the TIC, then the penalty imposed on it will be posted on the TIC website and members will be required to stop arranging for visitors to patronise it after the appeal period ends. If the shop files an appeal, the penalty imposed on it will be posted on the TIC website and members will be required to stop arranging for visitors to patronise it after the Appeal Board also decides to suspend or revoke the registration.
4. If the registration of a registered shop is suspended or revoked, its name, address, contact telephone number and the reason for and date of suspension or revocation of registration will be posted on the TIC website for two years, after which time the website posting will be deleted.
5. If the Committee on Shopping-related Practices decides to give demerits to a registered shop, and the shop does not within 14 days (from the day following the date of the notification of the decision from the TIC) give notice of appeal or apply for extending the period for lodging an appeal for an additional period of not more than 14 days in writing to the TIC, then its name and address and the reason for and date of the penalty, as well as the name of the receiving agent involved, will be posted on the TIC website. If the shop files an appeal, the penalty imposed on it will be posted on the TIC website after



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the Appeal Board also decides to give the demerits to it. Information on the demerits will be deleted from the TIC website after two years.

XI. Registration form and enquiries

Members may call the TIC hotline on 2969 8188 for the Registration Form for Shops or download it from the TIC website (www.tichk.org “Forms” “13. Inbound travel”).

For enquiries, please call the TIC Executive Office on 2807 0707.



Note 1:

The rules stipulated by the TIC regarding the phrases: “香港旅遊業議會入境旅客服務熱線：(852)2807 0707” [Inbound tourist service hotline of the Travel Industry Council of Hong Kong: (852)2807 0707] and “六個月百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗)” [Six-month, full refund protection (the purchased item shall be undamaged and there shall be no wear and tear because of use)] printed on the front of receipts (see sample below) are as follows:

1. The refund protection phrase shall be clearly printed in Chinese in a separate position on the front of receipts.
2. The Chinese version of the refund protection phrase shall be printed with a font size not smaller than 10 points.
3. Registered shops shall not print any provisions on receipts which are in contradiction to the Refund Protection Scheme.

The above rules remain valid until otherwise notified.

(Sample of receipt)

XXX 百貨店
XXX DEPARTMENT STORE

香港北角英皇道 250 號北角城中心 XXXXX
 XXXXX, Fortress Tower, 250 King's Road, H.K.

24 小時客戶熱線 Tel:(852)1234 5678

傳真 Fax:(852)1234 5670

日間 Tel:(852)1234 5679

網址 Web Site: <http://www.xxx.com.hk>

電郵 E-mail:123@xxx.com

編號 NO.1234567

發票 Invoice

日期 Date _____

貨號 No.	貨名 Item	數量 Quantity	單價 Unit Price	金額 Price
				II.
		 公司印章 Company stamp		
			合計 Total	

六個月百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗)
 香港旅遊業議會入境旅客服務熱線：(852)2807 0707

Font size of Chinese characters shall not be smaller than 10 points



Note 2:

The following details of the sold items shall be listed on invoices or receipts:

<i>Details of the sold item</i>	<i>Remarks</i>
<i>i. Description (e.g. watch), brand name, date of sale and price of the sold item</i>	<i>If the sold item does not have any brand name, the registered shop need not state it on the invoice or receipt.</i>
<i>ii. Place of manufacture / origin</i>	<i>If the registered shop does not know the place of manufacture / origin, it shall state "place of manufacture / origin unknown" on the invoice or receipt.</i>
<i>iii. Model number</i>	<i>If the sold item does not have any model number, the registered shop need not state it on the invoice or receipt.</i>
<i>iv. Repair and maintenance services</i>	<i>This requirement is only applicable to electronic products, audio-visual products, and watches and clocks.</i> <i>If there are repair and maintenance services for the sold item, the registered shop shall state on the invoice or receipt the address(es) and telephone number(s) of the place(s) where such services are available; if there are no repair and maintenance services for the sold item, the registered shop shall state "no repair and maintenance services" on the invoice or receipt.</i>
<i>v. Functions</i>	<i>Functions listed in the user manual of the sold item are taken as the reference.</i> <i>If the sold item does not have any function, the registered shop need not list them on the invoice or receipt.</i>
<i>vi. Accessories</i>	<i>If the sold item does not have any accessories, the registered shop need not list them on the invoice or receipt.</i>
<i>vii. Fineness, weight and/or descriptions of the sold item</i>	<i>This requirement is only applicable to sold items which contain fei cui and natural fei cui, diamonds, gold and gold alloy, platinum, etc (details to be listed on the invoice or receipt are subject to the types of the sold items).</i>

Please note that:

- Registered shops which sell digital audio players, digital camcorders, digital cameras, mobile phones, portable multimedia players, fei cui and natural fei cui, diamonds, gold and gold alloy, platinum, etc shall comply with the requirements of the Trade Descriptions Ordinance (Cap. 362) and its subsidiary legislation. For details of the statutory requirements, please refer to the Government's web page at*



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<http://www.legislation.gov.hk/eng/home.htm>. If any registered shops are suspected of violating the law, the TIC will refer their cases to the Customs and Excise Department.

2. The above details shall be printed on invoices or receipts in Chinese.

Note 3:

After receipt of sold items eligible for a refund, registered shops shall issue visitors or their representatives with a written acknowledgement of receipt of sold items unless a full refund is made in cash immediately. The acknowledgement of receipt of sold items, which may be a copy of the original receipt or a designated form for refund (with no requirements for its format), shall specify all of the following items:

1. *the name, address and contact telephone number of the registered shop;*
2. *the date of receipt of the returned item;*
3. *information on the returned item, including its description (e.g. watch), brand name and quantity, the receipt number and the date of purchase;*
4. *the refunded amount;*
5. *the method of refund such as through the credit card or bank account of the payer, or through the receiving agent; and*
6. *the signature of the authorised person of the registered shop or the company stamp.*

The above rules remain valid until otherwise notified.



(Attachment 1)

**Refund Protection Scheme (Registered Shops)
for Mainland China's Inbound Tour Group Shoppers
Registration Form for Shops**

Members need to return the completed Registration Form, together with the Undertaking for Registered Shops signed by each shop, a copy of the Business Registration Certificate for each shop and an administration fee of HK\$500 for each registration of each shop, to the TIC for registration. (Please complete the form in block letters.)

Company Name: _____

Travel Agents Licence No.: _____ Tel No.: _____ Fax No.: _____

Address: _____

Authorised Person: _____ Title: _____

Target Market: Mainland China

Details of shops:

Company name	
Registered address (i.e. the business premises where mainland China's inbound group visitors are received)	
Authorised person	
Title	
Contact telephone No.	
Remarks (e.g. new registration, cancellation, change of name, etc)	

(Each Registration Form can only be used to register one shop)

Signature of the member's authorised person
and company stamp

Date



(Attachment 2)

To: Travel Industry Council of Hong Kong (TIC)

**Refund Protection Scheme (Registered Shops)
for Mainland China's Inbound Tour Group Shoppers
III. Undertaking for Registered Shops**

To promote the development of Hong Kong tourism and the image of the local travel and tourism industry, and ensure that our customers can enjoy the superb sales services and the safe and comfortable environment provided by our company, we,

_____ (company

name in English and Chinese), the Registered Address (namely the business premises where we receive mainland China's inbound group visitors) of which (in English and Chinese) is: _____,

and the Business Registration Certificate No. of which is _____, hereby

in relation to our registration with the TIC by _____

(name of travel agent) undertake to do the following:

1. Official sales receipts with our company's name, address and contact telephone number, and our company stamp will be issued for all items sold by our company.
2. The front of receipts will be printed with the phrases: “香港旅遊業議會入境旅客服務熱線：(852)2807 0707” [Inbound tourist service hotline of the Travel Industry Council of Hong Kong: (852)2807 0707] and “六個月百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗)” [Six-month, full refund protection (the purchased item shall be undamaged and there shall be no wear and tear because of use)] in accordance with the rules stipulated by the TIC from time to time (Note 1).
3. Any words written or printed on receipts which are issued by our company will be legible, with details of the sold items clearly listed (details of items included in Note 2 shall be listed on receipts according to the TIC's requirements).
4. Our company will post in prominent places (including at least the entrance and the cash register) inside the shop the Chinese version of the poster about the Refund Protection Scheme provided by the TIC.
5. Under no circumstances and in no manner will our company mention such bodies as the Travel Industry Council of Hong Kong, the Government or the Hong Kong



Tourism Board for promotional purposes unless prior written approval from them has been obtained.

6. Customers from mainland China's inbound tour groups will be fully refunded if they are dissatisfied with their purchases and make a refund request within six months after purchase. (Note: Customers or their representatives seeking a full refund shall return the original receipt and the purchased item, which shall be undamaged and on which there shall be no wear and tear because of use. For visitors making a refund request via the TIC, the day such a request is considered to have been made is when the TIC receives their complaint during its office hours.)
7. Staff of our company have a duty to give an explanation of the Refund Protection Scheme (Registered Shops) for Mainland China's Inbound Tour Group Shoppers to customers who have any question about it.
8. If our customers, when lodging complaints with the TIC, are unable to provide the name of their receiving agent, our company will be responsible for providing the TIC with such information.
9. Our company will verify the identity of each of the tourist guides who take tour groups to the shop, ensure that they hold a valid Tourist Guide Pass issued by the TIC, and will keep proper records of information about the Tourist Guide Passes for inspection by the TIC at any time.
10. Our company will record the time when each of the tour groups enter and leave the shop, and will keep proper records of such information for inspection by the TIC at any time.
11. Our company will, after receipt of a letter from the TIC sent by post or fax, respond in writing within 21 days from the day following the date of the letter from the TIC, to visitors' enquiries, complaints or questions concerning the Refund Protection Scheme.
12. Our company will, after receipt of sold items eligible for a refund, issue visitors or their representatives with a written acknowledgement of receipt of sold items in accordance with the rules given in Note 3 unless a full refund is made in cash immediately.
13. Our company will make a refund within seven days from the day on which we receive the sold item if it meets all the refund conditions (namely that it is returned with the original receipt, and that it is undamaged and there is no wear and tear because of use).
14. Our company (including any person (including but not in any way limited to any authorised person, director, manager, officer, partner, employee, agent and representative) who acts on behalf of us) will not sell, store or possess on our business premises any goods in circumstances which contravene the laws of Hong



Kong, or commit on our business premises any acts or omissions which contravene the Trade Descriptions Ordinance or any other applicable laws of Hong Kong.

15. Our company will not compel visitors to make purchases.
16. Throughout our business hours, our company will allow members of the public to freely enter and leave our business premises and personnel of the TIC and law-enforcement agencies to conduct inspections in order to enhance our transparency.
17. If, within any period three consecutive months, the TIC has received a total of 10 or more refund complaints against our company (including referrals from such bodies as the Consumer Council and the Hong Kong Tourism Board) and the Committee on Shopping-related Practices has substantiated the complaint cases by finding any one or more of our undertakings to have been breached, then our company will be given an additional 10 demerits on top of the demerits which may be imposed in each complaint case. A refund complaint refers to a case where a refund request is not handled in accordance with the requirements of the Refund Protection Scheme.
18. Our company will accept the decision made by the expert panel under the TIC concerning assessment of the damage, wear and tear, etc sustained by the item returned.
19. If there is any change to our authorised person, our registered address (namely the business premises where we receive mainland China's inbound group visitors), our company name, contact telephone number or business hours, our company will notify the TIC in writing of such new information seven days before receiving such visitors.
20. Our company agrees to abide (and to continue to abide) by all provisions of this Undertaking.

We understand and accept that:

1. The TIC will notify its members which register our company of our complaint figures every quarter or when there is a need.
2. Each address shall only be registered for one shop. The demerits for different registered shops operating at the same address will be retained irrespective of such situations as a change of ownership/name, unless there are no registered shops operating at the address for more than one year.
3. Once our company has been accepted by the TIC as a registered shop, our company's name, address, contact telephone number, business hours and target market will be included in the List of Registered Shops posted on the TIC website.
4. If our company ceases business or if the members of the TIC cancel our



registration, our company's name, address, contact telephone number and the reason for and date of cancellation of registration will be posted on the TIC website for six months.

5. The TIC may handle cases involving our company suspected of breaching any one or more of our undertakings in accordance with the "Guidelines on the handling of cases involving registered shops suspected of breaching undertakings by the Committee on Shopping-related Practices".
6. If our company breaches any one or more of our undertakings, the TIC may penalise us by issuing an advice letter to us, giving demerits to us, or suspending or revoking our registration.
7. Under the Refund Protection Scheme (Registered Shops) for Inbound Tour Group Shoppers, if our accumulated demerits have reached the prescribed level, if our company refuses to implement the decision made by the Committee on Shopping-related Practices or the Appeal Board under the TIC (such as not offering a refund to the visitor concerned or his/her representative), or if the acts of our company (including any person (including but not in any way limited to any authorised person, director, manager, officer, partner, employee, agent and representative) who acts on behalf of us) have undermined the interests of Hong Kong tourism such as having sold, stored or possessed on our business premises any goods in circumstances which contravene the laws of Hong Kong or having committed on our business premises any acts or omissions which contravene the Trade Descriptions Ordinance or any other applicable laws of Hong Kong, the TIC will revoke our registration, delete our information from the above-mentioned List of Registered Shops and forbid its members to arrange for inbound visitors to patronise our company. In the event of our registration being revoked, our name, address, contact telephone number and the reason for and date of revocation of registration will be posted on the TIC website for two years, after which time the website posting will be deleted.
8. The name and address of our company, all the demerits given, the reason for and date of giving the demerits and the name of the receiving agent involved will be posted on the TIC website; the demerits will not be erased until two years later.
9. If our accumulated demerits have reached the prescribed level, the TIC may notify the Inbound Committee and the Mainland China Inbound Tour Affairs Committee under the TIC and all the members concerned, and should there be a need, tourism organisations of various places of the demerit records of our company.
10. If it has come to the TIC's attention that our company (including any person (including but not in any way limited to any authorised person, director, manager, officer, partner, employee, agent and representative) who acts on behalf of us) is suspected of: (1) selling, storing or possessing on our business premises any goods in circumstances which contravene the laws of Hong Kong, or (2) committing on our business premises any acts or omissions which contravene the Trade Descriptions Ordinance or any other applicable laws of Hong Kong; and in the



event of (1) or (2) being investigated by the relevant law-enforcement agencies, then the TIC may, after taking account of the nature and severity of the case, suspend the registration of our company and require its members to stop arranging for inbound visitors to patronise us until further notice. Our name, address, contact telephone number and the reason for and date of suspension of registration will be posted on the TIC website until such time when our company is cleared (whether by way of judicial decision or otherwise) of: (a) having sold, stored or possessed on our business premises any goods in circumstances which contravene the laws of Hong Kong, or (b) having committed on our business premises any acts or omissions which contravene the Trade Descriptions Ordinance or any other applicable laws of Hong Kong, after which the website posting will be deleted.

11. If a court or enforcement authority has ruled that our company (including any person (including but not in any way limited to any authorised person, director, manager, officer, partner, employee, agent and representative) who acts on behalf of us): (1) has sold, stored or possessed on our business premises any goods in circumstances which contravene the laws of Hong Kong, or (2) has committed on our business premises any acts or omissions which contravene the Trade Descriptions Ordinance or any other applicable laws of Hong Kong, then the TIC will, after taking account of the nature and severity of the case, penalise our company by issuing an advice letter to us, giving demerits to us, or suspending or revoking our registration.
12. If the TIC decides to suspend the registration of our company and to forbid its members to arrange for visitors to patronise us, and yet our company continues to receive inbound group visitors while our registration is suspended, then our registration will be revoked.
13. If there are other cases relating to our company pending deliberation by the TIC while the registration of our company is suspended, then any demerits to be given in such other cases will be counted from the date when the registration is resumed and will also be valid for two years.
14. If the registration of our company is suspended or revoked by the TIC because a court or enforcement authority has ruled that our company (including any person (including but not in any way limited to any authorised person, director, manager, officer, partner, employee, agent and representative) who acts on behalf of us): (1) has sold, stored or possessed on our business premises any goods in circumstances which contravene the laws of Hong Kong, or (2) has committed on our business premises any acts or omissions which contravene the Trade Descriptions Ordinance or any other applicable laws of Hong Kong, or our company has accumulated 30 demerits, then our name, address, contact telephone number and the reason for and date of suspension or revocation of registration will be posted on the TIC website for two years, after which time the website posting will be deleted.
15. If our company (including any person (including but not in any way limited to any authorised person, director, manager, officer, partner, employee, agent and representative) who acts on behalf of us) is suspected of committing any acts or



omissions which contravene the laws of Hong Kong, the case will be referred to the appropriate law enforcement authorities.

16. Our company understands and accepts that the TIC reserves the right, from time to time, to vary the terms and conditions relating to the Refund Protection Scheme and in particular our company further understands that the TIC reserves the right to amend the terms and conditions under which our company is recognised or no longer recognised by the TIC as a registered shop.
17. Our company confirms that nothing under the provisions of the Refund Protection Scheme shall give rise to any contractual relationship arising between ourselves and the TIC.
18. Our company agrees to hold harmless the TIC (including all the TIC's members, directors, officers, staff, agents and representatives) against any and all losses that we may suffer or incur as a result of our company being recognised or no longer recognised by the TIC as a registered shop.
19. Our company undertakes not to commence any proceedings against the TIC (including all the TIC's members, directors, officers, staff, agents and representatives) that are in any way related (whether directly or indirectly) to our company being recognised or no longer recognised by TIC as a registered shop.

This Undertaking remains valid until otherwise notified.

Name of
authorised person: _____ Company stamp: _____

Signature*: _____ Date: _____

(* The authorised person signing this Undertaking and the authorised person entered in the Registration Form for Shops shall be the same person.)



Note 1:

The rules stipulated by the TIC regarding the phrases: “香港旅遊業議會入境旅客服務熱線：(852)2807 0707” [Inbound tourist service hotline of the Travel Industry Council of Hong Kong: (852)2807 0707] and “六個月百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗)” [Six-month, full refund protection (the purchased item shall be undamaged and there shall be no wear and tear because of use)] printed on the front of receipts (see sample below) are as follows:

1. The refund protection phrase shall be clearly printed in Chinese in a separate position on the front of receipts.
2. The Chinese version of the refund protection phrase shall be printed with a font size not smaller than 10 points.
3. Registered shops shall not print any provisions on receipts which are in contradiction to the Refund Protection Scheme.

The above rules remain valid until otherwise notified.

(Sample of receipt)

XXX 百貨店
XXX DEPARTMENT STORE

香港北角英皇道 250 號北角城中心 XXXXX
XXXXX, Fortress Tower, 250 King's Road, H.K.

24 小時客戶熱線 Tel:(852)1234 5678

傳真 Fax:(852)1234 5670

日間 Tel:(852)1234 5679

網址 Web Site: <http://www.xxx.com.hk>

電郵 E-mail:123@xxx.com

編號 NO.1234567

發票 Invoice

日期 Date _____

貨號 No.	貨名 Item	數量 Quantity	單價 Unit Price	金額 Price
				I.
		 公司印章 Company stamp		
			合計 Total	

六個月百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗)
香港旅遊業議會入境旅客服務熱線：(852)2807 0707

Font size of Chinese characters shall not be smaller than 10 points



Note 2:

The following details of the sold items shall be listed on invoices or receipts:

<i>Details of the sold item</i>	<i>Remarks</i>
<i>i. Description (e.g. watch), brand name, date of sale and price of the sold item</i>	<i>If the sold item does not have any brand name, the registered shop need not state it on the invoice or receipt.</i>
<i>ii. Place of manufacture / origin</i>	<i>If the registered shop does not know the place of manufacture / origin, it shall state "place of manufacture / origin unknown" on the invoice or receipt.</i>
<i>iii. Model number</i>	<i>If the sold item does not have any model number, the registered shop need not state it on the invoice or receipt.</i>
<i>iv. Repair and maintenance services</i>	<i>This requirement is only applicable to electronic products, audio-visual products, and watches and clocks.</i> <i>If there are repair and maintenance services for the sold item, the registered shop shall state on the invoice or receipt the address(es) and telephone number(s) of the place(s) where such services are available; if there are no repair and maintenance services for the sold item, the registered shop shall state "no repair and maintenance services" on the invoice or receipt.</i>
<i>v. Functions</i>	<i>Functions listed in the user manual of the sold item are taken as the reference.</i> <i>If the sold item does not have any function, the registered shop need not list them on the invoice or receipt.</i>
<i>vi. Accessories</i>	<i>If the sold item does not have any accessories, the registered shop need not list them on the invoice or receipt.</i>
<i>vii. Fineness, weight and/or descriptions of the sold item</i>	<i>This requirement is only applicable to sold items which contain fei cui and natural fei cui, diamonds, gold and gold alloy, platinum, etc (details to be listed on the invoice or receipt are subject to the types of the sold items).</i>

Please note that:

- Registered shops which sell digital audio players, digital camcorders, digital cameras, mobile phones, portable multimedia players, fei cui and natural fei cui, diamonds, gold and gold alloy, platinum, etc shall comply with the requirements of the Trade Descriptions Ordinance (Cap. 362) and its subsidiary legislation. For details of the statutory requirements, please refer to the Government's web page at*



香港旅遊業議會

TRAVEL INDUSTRY COUNCIL
OF HONG KONG

Incorporated with limited liability

香港北角英皇道 250 號北角城中心 1706-1709 室
Rooms 1706-1709, Fortress Tower,
250 King's Road, North Point, Hong Kong.

電話 Phone: (852) 2807 1199

傳真 Fax: (852) 2510 9907

網址 Website: <http://www.tichk.org>

電郵 E-mail: office@tichk.org

<http://www.legislation.gov.hk/eng/home.htm>. If any registered shops are suspected of violating the law, the TIC will refer their cases to the Customs and Excise Department.

2. The above details shall be printed on invoices or receipts in Chinese.

Note 3:

After receipt of sold items eligible for a refund, registered shops shall issue visitors with a written acknowledgement of receipt of sold items unless a full refund is made in cash immediately. The acknowledgement of receipt of sold items, which may be a copy of the original receipt or a designated form for refund (with no requirements for its format), shall specify all of the following items:

1. the name, address and contact telephone number of the registered shop;
2. the date of receipt of the returned item;
3. information on the returned item, including its description (e.g. watch), brand name and quantity, the receipt number and the date of purchase;
4. the refunded amount;
5. the method of refund such as through the credit card or bank account of the payer, or through the receiving agent; and
6. the signature of the authorised person of the registered shop or the company stamp.

The above rules remain valid until otherwise notified.