



香港旅遊業議會
TRAVEL INDUSTRY COUNCIL
OF HONG KONG

Incorporated with limited liability

IMPORTANT

DIRECTIVE

Issue Date: 13 September 2019

Ref: BOD240/13092019/O/JM

**Cancellation of package tours guaranteed to depart (revised)
Resolution No. 240
(Directive category: Outbound → Package Tour)**

To ensure better protection for consumers, the Board of Directors resolved at its meeting on 10 September 2019 to adopt the Outbound Committee's proposal to revise Directive No. 135 as follows:

1. **The following definitions are applicable to this Directive:**
 - (1) **“package tour” refers to outbound travel services which contain transport, accommodation and activities arranged all by members for travellers. Merely booking meals, admission tickets or services by members for travellers is not arrangement of activities;**
 - (2) **“package tour information” refers to information on package tours displayed in whatever form and on whatever information carrier, including but not limited to any messages displayed in advertisements, leaflets, itineraries, price lists, departure date lists, websites, emails, instant messaging apps, service booking forms, enrolment forms, invoices, receipts, etc in physical or electronic form;**
 - (3) **“guaranteed to depart” means a package tour which will depart as scheduled if any of the situations deemed reasons beyond control does not occur;**
 - (4) **“phrases with meaning equivalent to guaranteed to depart” include: “tour formed”, “tour to depart”, “tour already formed”, “tour ready to depart” and any other phrases which may make the consumers consider the tour to be guaranteed to depart; and**
 - (5) **“working day” excludes Saturdays, Sundays and public holidays.**
2. **If a member promises its customers in its package tour information that a package tour is guaranteed to depart and then cancels the package tour, the member shall refund the money paid by its customers in accordance with applicable rules and pay 15% of the tour fare but not exceeding HK\$1,500 to each of its customers as compensation within three working days. If, however, the package tour**

is cancelled because of reasons beyond control, the member need not make any compensation.

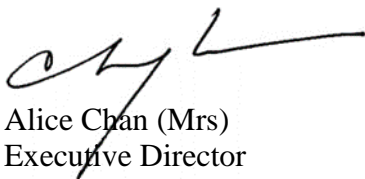
3. **If a member specifies in its package tour information that a package tour is guaranteed to depart or phrases with meaning equivalent to guaranteed to depart and then receives part or all of the tour fare from its customers, then the member will be regarded as having promised to such customers that the package tour is guaranteed to depart, in which case the member shall specify that the package tour is guaranteed to depart on the receipt or any other documents proving payment of the tour fare by such customers.**
4. **If a member specifies in its package tour information that a package tour is guaranteed to depart or phrases with meaning equivalent to guaranteed to depart, then no terms and conditions in contradiction to the meaning of guaranteed to depart shall be included in the package tour information of the package tour.**

This Directive is implemented in conjunction with Directive No. 239. In other words, if a package tour guaranteed to depart is cancelled by a member not for reasons beyond control and without sufficient notice, the member shall compensate the tour participants in accordance with Directive No. 239 and this Directive.

This Directive supersedes Directive No. 135 and applies to tour participants who sign up for package tours and pay part or all of the tour fares on or after 1 October 2019. Violation of this directive will be subject to penalties laid down in Article 11 of the TIC's Articles of Association.

For latest information on rules of the TIC, please visit the TIC website (www.tichk.org → "Codes and Regulations").

BY ORDER OF THE BOARD OF DIRECTORS
TRAVEL INDUSTRY COUNCIL OF HONG KONG



Alice Chan (Mrs)
Executive Director