IMPORTANT

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

Incorporated with limited liability

DIRECTIVE

Issue Date: 2 July 2010 Ref: BOD184/02072010/IN/FY

Refund Protection Scheme (Registered Shops) for Inbound Tour Group Shoppers (revised)
Resolution No. 184
(Directive category: Inbound)

In view of a rising trend of complaints about registered shops filed by inbound group visitors, the Board of Directors resolved at its meeting held on 29 June 2010 to amend the Refund Protection Scheme (Registered Shops) for Inbound Tour Group Shoppers in order to further enhance shopping protection for inbound group visitors and uphold the reputation of Hong Kong tourism.

Highlights of the amendments include tightening regulations of the demerit system; regularly notifying the members concerned of the complaint figures of registered shops; and stipulating that registered shops shall not compel visitors to make purchases, and shall verify the identity of each tourist guide who takes tour groups to the shops, record the time when each tour group enters and leaves the shops, print on the front of receipts the TIC's inbound tourist service hotline, and post in prominent places inside the shops the poster about the refund protection scheme provided by the TIC. Please refer to Appendices 1 and 2 for details.

Since the Warranty for Registered Shops also needs to be amended, all registered shops will have to sign the newly amended Warranty. To relieve members of extra work, the TIC will directly write to the shops to ask them to sign the new Warranty. Members are requested to remind the shops registered by them to strictly observe all pledges in the new Warranty. The TIC will revoke the registration of shops which do not submit the new Warranty before the designated deadline and notify all the members concerned in writing to stop arranging for visitors to patronise such shops.

This Directive supersedes Directive No. 174 and takes effect from 28 July 2010.

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

Joseph Tung
Executive Director

Appendix 1: Refund Protection Scheme (Registered Shops) for Mainland China's Inbound Tour Group Shoppers (revised) (15 pages in total)
Appendix 2: Refund Protection Scheme (Registered Shops) for Overseas Inbound Tour Group Shoppers (revised) (15 pages in total)

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Appendix 1

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 Warranty for Registered Shops (Attachment 2) 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.

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.

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. Members shall inform the TIC in writing seven days in advance of any change in the information concerning a registered shop such as its address, telephone number, company name, etc.

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 and target market will be included in a List of Registered Shops under the Refund Protection Scheme (Registered Shops) for Inbound Tour Group Shoppers posted on the TIC website. If the registration of a shop is revoked, its information will be deleted from the List.

7. If a registered shop is given any demerits because of a breach of its pledges, 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/the people authorised by them and tour operators 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 three months, the TIC has received a total of 10 refund complaints against a registered shop (including referrals from the Consumer Council and the Hong Kong Tourism Board), it will be given 10 demerits on top of the demerits which may be imposed in each refund complaint. A refund complaint refers to a case where a refund is made only after intervention by the TIC.

12. **The TIC will suspend the registration of a registered shop and notify its members to stop arranging for inbound visitors to patronise the shop until further notice if the shop is suspected of such acts as selling counterfeit goods and is being investigated by the law-enforcement agencies. If the registration of a 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 it is cleared of having violated the law, after which time they will be deleted. <u>If a shop is proved to have violated the law, the Committee on Shopping-related Practices will revoke its registration.</u> If the registration of a registered shop is revoked, its 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 they will be deleted.

13. **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 they will be deleted.**

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

1. Complaints filed by mainland China's inbound group visitors concerning any registered shops suspected of breaching their pledges will be handled by the Committee on Shopping-related Practices.

2. The TIC Executive Office will notify in writing the relevant member and the registered shop, which shall give written representations within 14 days from the date of the written notification.

3. The information supplied by the complainant and the written representations from the registered shop will be submitted to the Committee on Shopping-related Practices in order to decide whether the complaint is substantiated.

4. For cases where registered shops refuse to offer a refund for such reasons as the purchased items 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.

5. If the Committee on Shopping-related Practices considers that a registered shop has breached its pledges, the number of demerits to be given will be decided by making reference to the following demerit table:

	Pledge breached	Maximum demerits for 1st violation within 2 years	Maximum demerits for 2nd violation within 2 years	Maximum demerits for 3rd or any subsequent violation within 2 years
1	Compelling visitors to make purchases	30	30	30
2	Refusing to offer a refund before intervention by the TIC	15	30	30
3	Violating regulations about refunds in the refund protection scheme	15	30	30
4	Refusing to allow the public to freely access its premises or refusing to allow personnel of the TIC or law-enforcement agencies to conduct inspections throughout business hours	15	30	30
5	Failing to check the Tourist Guide Pass of each tourist guide who takes tour groups to the shop	15	30	30
6	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
7	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
8	The receipt not legible or not clearly listing details of the sold items (Note 2)	10	15	25
9	The receipt or voucher not stating information about the company such as its name, address, telephone number, etc	10	15	25
10	Mentioning the TIC, the Government or the Hong Kong Tourism Board for promotional purposes without prior written approval	10	15	25
11	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	10	15	25

	protection scheme provided by the TIC			
12	Not giving visitors an explanation of the Refund Protection Scheme (Registered Shops) for Mainland China's Inbound Tour Group Shoppers	5	10	20
13	Not making a refund within seven days after receiving the item returned	5	10	20

6. The TIC Executive Office will notify the relevant member and the registered shop in writing of the decision of the Committee on Shopping-related Practices.

7. The TIC Executive Office will record the demerits according to the decision of the Committee on Shopping-related Practices or the Appeal Board.

8. Each record of demerits will be erased after two years from the day when the decision concerning such a record of demerits was made.

9. Whenever a registered shop is given any demerits, 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 deleted from the website until two years later.

10. If a registered shop has accumulated 10 demerits, the TIC Executive Office will immediately issue a warning letter to it.

11. 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.

12. 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 member agents will still be allowed to arrange for visitors to patronise it.

13. 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. 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 they will be deleted.

14. The registration of a registered shop will be revoked if it refuses to implement the decision made by the Committee on Shopping-related Practices or the Appeal Board (namely not offering a refund to the visitor concerned).

15. If there is a need, the TIC Executive Office will notify tourism organisations of various places of the demerit records of registered shops.

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 pledges 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. 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.

2. Details of the appeal procedures are available from the TIC website (www.tichk.org) or the TIC Executive Office.

VII. 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: http://www.tichk.org.

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 are 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
		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:

Details of the sold item	***Remarks***
i. Name of the sold item, date of sale and price of the sold item	-
ii. Place of manufacture / origin	*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.*
iii. Model number	*If the sold item does not have any model number, the registered shop need not state it on the invoice or receipt.*
iv. Repair and maintenance services	*This requirement is only applicable to electronic products, audio-visual products, and watches and clocks.* *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.*
v. Functions	*Functions listed in the user manual of the sold item are taken as the reference.* *If the sold item does not have any function, the registered shop need not list them on the invoice or receipt.*
vi. Accessories	*If the sold item does not have any accessories, the registered shop need not list them on the invoice or receipt.*
vii. Fineness, weight and/or descriptions of the sold item	*This requirement is only applicable to jewellery (details to be listed on the invoice or receipt are subject to the types of the jewellery).*

Please note that:

1. *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 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.*

(Attachment 1)

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

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 Warranty 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	
Authorised person	
Title	
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)

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

To: Travel Industry Council of Hong Kong (TIC)

Refund Protection Scheme (Registered Shops)
for Mainland China's Inbound Tour Group Shoppers
Warranty 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 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) pledge to do the following:

1. Official sales receipts with our company's name, address and 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 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 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 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).

12. Our company will never sell counterfeit goods, and will sell only genuine goods.

13. Our company will not compel visitors to make purchases.

14. Throughout our business hours, our company will allow members of the public to freely access our premises and personnel of the TIC and law-enforcement agencies to conduct inspections in order to enhance our transparency.

15. If, within three months, the TIC has received a total of 10 refund complaints against us (including referrals from the Consumer Council and the Hong Kong Tourism Board), our company will be given 10 demerits on top of the demerits which may be imposed in each refund complaint. A refund complaint refers to a case where a refund is made only after intervention by the TIC.

16. 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.

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 and target market will be included in the List of Registered Shops under the Refund Protection Scheme (Registered Shops) for Inbound Tour Group Shoppers 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. 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 (namely not offering a refund to the visitor concerned), or if our acts have undermined the interests of Hong Kong tourism such as selling counterfeit goods, the TIC will revoke our registration, delete our information from the above-mentioned List and forbid its members to arrange for inbound visitors to patronise our company.

6. The name and address of our company, all the demerits given (including those accumulated under the 14-Day, 100% Refund Guarantee Scheme) and the reason for and date of giving the demerits will be posted on the TIC website; the demerits will not be erased until two years later.

7. The TIC has the right to suspend our registration and notify its members to immediately stop arranging for inbound visitors to patronise our company until further notice if our company is suspected of such acts as selling counterfeit goods. If our company is proved to have violated the law, the TIC will revoke our registration.

8. If the TIC suspends the registration of our company because our company is suspected of such acts as selling counterfeit goods, our company's 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 of having violated the law, after which time they will be deleted. If the TIC suspends or revokes the registration of our company because our company is proved to have violated the law or has accumulated 30 demerits or above, our company's 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 they will be deleted.

This Warranty is valid until otherwise notified.

Name of
authorised person: _____ Company stamp: _____

Signature*: _____ Date: _____

(* The authorised person signing this Warranty 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 are 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
		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:

Details of the sold item	***Remarks***
i. Name of the sold item, date of sale and price of the sold item	-
ii. Place of manufacture / origin	*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.*
iii. Model number	*If the sold item does not have any model number, the registered shop need not state it on the invoice or receipt.*
iv. Repair and maintenance services	*This requirement is only applicable to electronic products, audio-visual products, and watches and clocks.* *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.*
v. Functions	*Functions listed in the user manual of the sold item are taken as the reference.* *If the sold item does not have any function, the registered shop need not list them on the invoice or receipt.*
vi. Accessories	*If the sold item does not have any accessories, the registered shop need not list them on the invoice or receipt.*
vii. Fineness, weight and/or descriptions of the sold item	*This requirement is only applicable to jewellery (details to be listed on the invoice or receipt are subject to the types of the jewellery).*

Please note that:

1. *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 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.*

Appendix 2

Refund Protection Scheme (Registered Shops) for Overseas Inbound Tour Group Shoppers (revised)

I. Preamble

The objectives of setting up the Refund Protection Scheme (Registered Shops) for Overseas Inbound Tour Group Shoppers by the Travel Industry Council of Hong Kong (TIC) are to protect the shopping rights of overseas 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 overseas inbound group visitors to patronise those shops.

II. Registration procedures

1. If members intend to arrange for overseas 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 Warranty for Registered Shops (Attachment 2) 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.

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 overseas 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.

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. Members shall inform the TIC in writing seven days in advance of any change in the information concerning a registered shop such as its address, telephone number, company name, etc.

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 14 days.

5. Registered shops shall offer 14-day, full refund protection to overseas inbound group visitors.

6. Once a shop has been accepted by the TIC as a registered shop, its name, address, contact telephone number and target market(s) will be included in a List of Registered Shops under the Refund Protection Scheme (Registered Shops) for Inbound Tour Group Shoppers posted on the TIC website. If the registration of a shop is revoked, its information will be deleted from the List.

7. If a registered shop is given any demerits because of a breach of its pledges, 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/the people authorised by them and tour operators 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 three months, the TIC has received a total of 10 refund complaints against a registered shop (including referrals from the Consumer Council and the Hong Kong Tourism Board), it will be given 10 demerits on top of the demerits which may be imposed in each refund complaint. A refund complaint refers to a case where a refund is made only after intervention by the TIC.

12. **The TIC will suspend the registration of a registered shop and notify its members to stop arranging for inbound visitors to patronise the shop until further notice if the shop is suspected of such acts as selling counterfeit goods and is being investigated by the law-enforcement agencies. If the registration of a 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 it is cleared of having violated the law, after which time they will be deleted. <u>If a shop is proved to have violated the law, the Committee on Shopping-related Practices will revoke its registration.</u> If the registration of a registered shop is revoked, its 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 they will be deleted.

13. **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 they will be deleted.**

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

1. Complaints filed by overseas inbound group visitors concerning any registered shops suspected of breaching their pledges will be handled by the Committee on Shopping-related Practices.

2. The TIC Executive Office will notify in writing the relevant member and the registered shop, which shall give written representations within 14 days from the date of the written notification.

3. The information supplied by the complainant and the written representations from the registered shop will be submitted to the Committee on Shopping-related Practices in order to decide whether the complaint is substantiated.

4. For cases where registered shops refuse to offer a refund for such reasons as the purchased items 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.

5. If the Committee on Shopping-related Practices considers that a registered shop has breached its pledges, the number of demerits to be given will be decided by making reference to the following demerit table:

	Pledge breached	**Maximum demerits for 1st violation within 2 years**	**Maximum demerits for 2nd violation within 2 years**	**Maximum demerits for 3rd or any subsequent violation within 2 years**
1	Compelling visitors to make purchases	30	30	30

2	Refusing to offer a refund before intervention by the TIC	15	30	30
3	Violating regulations about refunds in the refund protection scheme	15	30	30
4	Refusing to allow the public to freely access its premises or refusing to allow personnel of the TIC or law-enforcement agencies to conduct inspections throughout business hours	15	30	30
5	Failing to check the Tourist Guide Pass of each tourist guide who takes tour groups to the shop	15	30	30
6	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
7	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 "十四天百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗) 14-day, 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
8	The receipt not legible or not clearly listing details of the sold items (Note 2)	10	15	25
9	The receipt or voucher not stating information about the company such as its name, address, telephone number, etc	10	15	25
10	Mentioning the TIC, the Government or the Hong Kong Tourism Board for promotional purposes without prior written approval	10	15	25
11	Failing to post in prominent places (including at least the entrance and the cash register) inside the shop the Chinese and English versions of the poster about the refund protection scheme provided by the TIC	10	15	25
12	Not giving visitors an explanation of the Refund Protection Scheme (Registered Shops) for Overseas Inbound Tour Group Shoppers	5	10	20
13	Not making a refund within seven days after receiving the item returned	5	10	20

6. The TIC Executive Office will notify the relevant member and the registered shop in writing of the decision of the Committee on Shopping-related Practices.

7. The TIC Executive Office will record the demerits according to the decision of the Committee on Shopping-related Practices or the Appeal Board.

8. Each record of demerits will be erased after two years from the day when the decision concerning such a record of demerits was made.

9. Whenever a registered shop is given any demerits, 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 deleted from the website until two years later.

10. If a registered shop has accumulated 10 demerits, the TIC Executive Office will immediately issue a warning letter to it.

11. 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.

12. 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 member agents will still be allowed to arrange for visitors to patronise it.

13. 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. 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 they will be deleted.

14. The registration of a registered shop will be revoked if it refuses to implement the decision made by the Committee on Shopping-related Practices or the Appeal Board (namely not offering a refund to the visitor concerned).

15. If there is a need, the TIC Executive Office will notify tourism organisations of various places of the demerit records of registered shops.

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 pledges 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. 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.

2. Details of the appeal procedures are available from the TIC website (www.tichk.org) or the TIC Executive Office.

VII. 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: http://www.tichk.org.

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 "十四天百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗) 14-day, 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 and English in a separate position on the front of receipts.*
2. *The Chinese and English versions 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 are 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
		公司印章		
		Company stamp		
			合計 Total	

十四天百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗)
14-day, full refund protection (the purchased item shall be undamaged and there shall be no wear and tear because of use
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

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

Note 2:

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

Details of the sold item	***Remarks***
i. Name of the sold item, date of sale and price of the sold item	-
ii. Place of manufacture / origin	*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.*
iii. Model number	*If the sold item does not have any model number, the registered shop need not state it on the invoice or receipt.*
iv. Repair and maintenance services	*This requirement is only applicable to electronic products, audio-visual products, and watches and clocks.* *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.*
v. Functions	*Functions listed in the user manual of the sold item are taken as the reference.* *If the sold item does not have any function, the registered shop need not list them on the invoice or receipt.*
vi. Accessories	*If the sold item does not have any accessories, the registered shop need not list them on the invoice or receipt.*
vii. Fineness, weight and/or descriptions of the sold item	*This requirement is only applicable to jewellery (details to be listed on the invoice or receipt are subject to the types of the jewellery).*

Please note that:

1. *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 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 English and Chinese.*

(Attachment 1)

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

Refund Protection Scheme (Registered Shops)
for Overseas Inbound Tour Group Shoppers
Registration Form for Shops

Members need to return the completed Registration Form, together with the Warranty 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 Markets (more than one option may be selected):

☐ Taiwan ☐ Japan ☐ South Korea ☐ Southeast Asia

☐ Europe ☐ Australia / New Zealand ☐ USA / Canada

☐ Others (please specify): _____

Details of shops:

Company name	
Authorised person	
Title	
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 Overseas Inbound Tour Group Shoppers
Warranty 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 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) pledge to do the following:

1. Official sales receipts with our company's name, address and 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 "十四天百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗) 14-day, 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 and English versions of the poster about the refund protection scheme provided by the TIC.

5. Under no circumstances and in no manner will our company mention 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 overseas inbound tour groups will be fully refunded if they are dissatisfied with their purchases and make a refund request within 14 days after purchase. (Note: Customers 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 Overseas 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 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).

12. Our company will never sell counterfeit goods, and will sell only genuine goods.

13. Our company will not compel visitors to make purchases.

14. Throughout our business hours, our company will allow members of the public to freely access our premises and personnel of the TIC and law-enforcement agencies to conduct inspections in order to enhance our transparency.

15. If, within three months, the TIC has received a total of 10 refund complaints against us (including referrals from the Consumer Council and the Hong Kong Tourism Board), our company will be given 10 demerits on top of the demerits which may be imposed in each refund complaint. A refund complaint refers to a case where a refund is made only after intervention by the TIC.

16. 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.

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 and target market(s) will be included in the List of Registered Shops under the Refund Protection Scheme (Registered Shops) for Inbound Tour Group Shoppers 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 14 days.

5. 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 (namely not offering a refund to the visitor concerned), or if our acts have undermined the interests of Hong Kong tourism such as selling counterfeit goods, the TIC will revoke our registration, delete our information from the above-mentioned List and forbid its members to arrange for inbound visitors to patronise our company.

6. The name and address of our company, all the demerits given (including those accumulated under the 14-Day, 100% Refund Guarantee Scheme) and the reason for and date of giving the demerits will be posted on the TIC website; the demerits will not be erased until two years later.

7. The TIC has the right to suspend our registration and notify its members to immediately stop arranging for inbound visitors to patronise our company until further notice if our company is suspected of such acts as selling counterfeit goods. If our company is proved to have violated the law, the TIC will revoke our registration.

8. If the TIC suspends the registration of our company because our company is suspected of such acts as selling counterfeit goods, our company's 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 of having violated the law, after which time they will be deleted. If the TIC suspends or revokes the registration of our company because our company is proved to have violated the law or has accumulated 30 demerits or above, our company's 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 they will be deleted.

This Warranty is valid until otherwise notified.

Name of
authorised person: _____ Company stamp: _____

Signature*: _____ Date: _____

(* The authorised person signing this Warranty 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 "十四天百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗) 14-day, 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 and English in a separate position on the front of receipts.*
2. *The Chinese and English versions 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 are 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
		公司印章		
		Company stamp		
			合計 Total	

十四天百分百退款保障(貨品必須沒有損壞，亦沒有因使用而導致的損耗)
14-day, full refund protection (the purchased item shall be undamaged and there shall be no wear and tear because of use)
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

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

Note 2:

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

Details of the sold item	***Remarks***
i. Name of the sold item, date of sale and price of the sold item	-
ii. Place of manufacture / origin	*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.*
iii. Model number	*If the sold item does not have any model number, the registered shop need not state it on the invoice or receipt.*
iv. Repair and maintenance services	*This requirement is only applicable to electronic products, audio-visual products, and watches and clocks.* *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.*
v. Functions	*Functions listed in the user manual of the sold item are taken as the reference.* *If the sold item does not have any function, the registered shop need not list them on the invoice or receipt.*
vi. Accessories	*If the sold item does not have any accessories, the registered shop need not list them on the invoice or receipt.*
vii. Fineness, weight and/or descriptions of the sold item	*This requirement is only applicable to jewellery (details to be listed on the invoice or receipt are subject to the types of the jewellery).*

Please note that:

1. *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 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 English and Chinese.*