



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

### **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.
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 and contact telephone number 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 giving the demerits, together with the names and addresses of the relevant receiving agent and the mainland tour operator, 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. 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.
11. 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 a shop is proved to have violated the law, the Committee on Shopping-related Practices will



revoke its registration.

#### 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:

	<b>Pledge breached</b>	<b>Maximum demerits for 1st violation within 2 years</b>	<b>Maximum demerits for 2nd violation within 2 years</b>	<b>Maximum demerits for 3rd or any subsequent violation within 2 years</b>
1	Refusing to offer a refund before intervention by the TIC	10	20	30
2	The front of the receipt not printed with the phrase: “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)	5	10	15



3	The receipt not legible or not clearly listing details of the sold items (Note 2)	5	10	15
4	Mentioning the TIC, the Government or the Hong Kong Tourism Board for promotional purposes without prior written approval	5	10	15
5	Refusing to allow the public to freely access its premises throughout business hours	5	10	15
6	The receipt or voucher not stating information about the company such as its name, address, telephone number, etc	5	10	15
7	Not giving visitors an explanation of the Refund Protection Scheme (Registered Shops) for Mainland China's Inbound Tour Group Shoppers	3	6	9
8	Not making a refund within seven days after receiving the item returned	3	6	9
9	Refusing to provide the TIC with information about the receiving agent	2	4	6

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. Any registered shop which is dissatisfied with the decision of the Committee on Shopping-related Practices may within 14 days from the day following that on which the letter from the TIC was posted give notice of appeal in writing to the TIC, or within such a 14-day period apply for extending the appeal period for not more than 14 days in writing to the TIC.
8. After the TIC Executive Office has received such notice of appeal and an appeal fee of HK\$1,000, an Appeal Board meeting will be convened to hear the appeal.
9. The TIC will give the appellant and the Committee on Shopping-related Practices not less than 14 days' notice of the time, date and place of the Appeal Board meeting. The appellant may send its representative(s) to attend the meeting and make representations to the Appeal Board.
10. The Appeal Board may confirm, vary or quash the decision of the Committee on Shopping-related Practices. The decision of the Appeal Board is binding on the Committee on Shopping-related Practices and the appellant, and is final. The Appeal Board has the power to provide for the fee paid by the appellant to be repaid to it wholly or in part.
11. The TIC Executive Office will record the demerits according to the decision



of the Committee on Shopping-related Practices or the Appeal Board.

12. Each record of demerits will be erased after two years from the day when the decision concerning such a record of demerits was made.
13. Whenever a registered shop is given any demerits, its name and address, the number of demerits given and the reason for giving the demerits, together with the names and addresses of the relevant receiving agent and the mainland tour operator, will be posted on the TIC website; the demerits will not be erased until two years later.
14. If a registered shop has accumulated 10 demerits, the TIC Executive Office will immediately issue a warning letter to it.
15. 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.
16. 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.
17. 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.
18. 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).
19. If a registered shop is dissatisfied with the decision of the Committee on Shopping-related Practices to suspend or revoke its registration, it may file an appeal in writing with the Appeal Board according to the established procedures. The decision of the Appeal Board is final.
20. If there is a need, the TIC Executive Office will notify tourism organisations of various places of the demerit records of registered shops.

#### **V. The Committee on Shopping-related Practices**

The Convenor of the Committee on Shopping-related Practices is a TIC Independent Director and its members consist of people from both within and



香港旅遊業議會  
TRAVEL INDUSTRY COUNCIL  
OF HONG KONG  
Incorporated with limited liability

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Rooms 1706-1709, Fortress Tower,  
250 King's Road, North Point, Hong Kong.

電話 Phone: (852) 2807 1199

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網址 Website: <http://www.tichk.org>

電郵 E-mail: [office@tichk.org](mailto:office@tichk.org)

outside the industry, including TIC Independent Directors, and representatives from the Tourism Commission and the legal, education and accounting professions, etc.

## **VI. Appeal Board**

The Appeal Board is composed of three independent members appointed by the Secretary for Economic Development and Labour and two TIC trade directors.

## **VII. Registration form and enquiries**

Members may call the TIC's 24-hour fax-on-demand service hotline on 2969-8100 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 2:*

*Details of the sold items included in, but not limited to, the following table shall be listed on receipts. Details of the sold items included in the following table shall be listed on receipts according to the TIC's requirements:*

<b><i>Audio-visual equipment / electrical appliances</i></b>	<b><i>Watches and clocks</i></b>	<b><i>Jewellery</i></b>
<i>(1) Name (2) Model number (as shown in user manual) (3) Place of manufacture (4) Functions - (i) image resolution, (ii) zoom ratios and (iii) aperture sizes for digital cameras - memory capacity for MP3/MP4/DVD players</i>	<i>(1) Name (2) Model number (as shown in user manual) (3) Place of manufacture (4) Components such as crystals, diamonds (total carat weight) and gold (fineness of gold content) (5) Functions</i>	<i>(1) Name (2) Source (e.g. diamonds from South Africa, gold from Italy, etc) (3) Weight, grade and fineness of the materials used</i>

*Please note that:*

- 1. The above details shall be printed on receipts in Chinese.*
- 2. The categories of items and the requirements concerning details of those items which are included in the above table may be revised subject to market conditions.*



(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 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)

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 Hong Kong tourism and the image of the local travel and tourism industry,  
and ensure that our customers can enjoy the superb services 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 phrase: “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. 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.
5. 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.)

6. 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.
7. 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.
8. 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).
9. Our company will never sell counterfeit goods, and will sell only genuine goods.
10. Throughout our business hours, our company will allow members of the public to freely access our premises and staff of the TIC and law-enforcement officers to conduct inspections in order to enhance our transparency.
11. 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.
12. 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. 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.
2. Once our company has been accepted by the TIC as a registered shop, our company's name, address and contact telephone number 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.



3. 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.
4. 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 giving the demerits will be posted on the TIC website; the demerits will not be erased until two years later.
5. 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 selling counterfeit goods. If our company is proved to have violated the law, the TIC will revoke our registration.

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 phrase: “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 above-mentioned phrase.

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)

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



*Note 2:*

*Details of the sold items included in, but not limited to, the following table shall be listed on receipts. Details of the sold items included in the following table shall be listed on receipts according to the TIC's requirements:*

<b><i>Audio-visual equipment / electrical appliances</i></b>	<b><i>Watches and clocks</i></b>	<b><i>Jewellery</i></b>
(1) Name (2) Model number (as shown in user manual) (3) Place of manufacture (4) Functions - (i) image resolution, (ii) zoom ratios and (iii) aperture sizes for digital cameras - memory capacity for MP3/MP4/DVD players	(1) Name (2) Model number (as shown in user manual) (3) Place of manufacture (4) Components such as crystals, diamonds (total carat weight) and gold (fineness of gold content) (5) Functions	(1) Name (2) Source (e.g. diamonds from South Africa, gold from Italy, etc) (3) Weight, grade and fineness of the materials used

*Please note that:*

- 1. The above details shall be printed on receipts in Chinese.*
- 2. The categories of items and the requirements concerning details of those items which are included in the above table may be revised subject to market conditions.*