



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

IMPORTANT

**DIRECTIVE**

Issue Date: 17 April 2015

Ref: BOD223/17042015/O/JM

**Cancellation of package tours for reasons beyond control (revised)**  
**Resolution No. 223**  
**(Directive category: Outbound → Package Tour)**

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The Board of Directors resolved at its meeting held on 14 April 2015 to amend the regulations governing cancellation of package tours by members for reasons beyond control as follows:

- 1. In such information on their package tours as the tour booking terms and conditions, members shall state in clear language how the monies paid by consumers will be handled should package tours be cancelled because of reasons beyond control, including the amount of the handling fee (if any) mentioned in Point 3 and the cancellation charges mentioned in Point 4. Such information shall be made available to consumers before they sign up for the tours.**
- 2. Members shall try their utmost to make arrangements in order that their package tours can depart as scheduled. If any package tours are cancelled before departure because of reasons beyond control, members shall notify the tour participants as quickly as possible.**
- 3. When notifying the tour participants of the cancellation of the package tours, members shall clearly inform the participants that they may collect cancellation charges and of the amount of the handling fee (if any) collected for cancelling package tours for reasons beyond control.**
- 4. Cancellation charges refer to charges imposed by the major transport service providers (which are hereafter referred to as “providers” and which mean airlines, cruise liner companies and train companies) because members have cancelled their bookings. Members shall try their best to make the providers waive the cancellation charges and to assist the tour participants in making claims to insurance companies.**
- 5. If the providers allow members which have cancelled their bookings to have the paid monies retained by the providers for future use, members shall not collect the cancellation charges from the tour participants.**

- 6. If the providers insist on imposing the cancellation charges, members shall submit to the TIC written proof and substantiating documents issued by the providers (if any) (see Attachment) in order to be allowed to collect the cancellation charges. Members shall not collect any cancellation charges if they do not submit any proof to the TIC.**
- 7. The proof submitted by members to the TIC (including the written proof provided by them and the substantiating documents issued by the providers (if any)) will be uploaded to the TIC website ([www.tichk.org](http://www.tichk.org) → “Proof of Cancellation Charges”) for the public to browse.**
- 8. Members shall notify the participants of the amounts of the cancellation charges within seven working days after submission of the proof for collection of the cancellation charges to the TIC (counting from the date on the written proof submitted by them). Members are allowed, when making refunds to the tour participants, to collect the actual amounts of the cancellation charges subject to the total amounts not exceeding the tour fares or part thereof paid by the participants.**
- 9. If members do not collect the cancellation charges, they shall, within seven working days after cancellation of the package tours, refund the tour participants monies, which include the tour fares, Airport Passenger Departure Tax, fuel surcharges imposed by airlines and service charges imposed by members (visa charges shall be handled in accordance with paragraph 3(12) of the Code of Business Practice on Outbound Package Tours currently in force or any other rules in force at that time), or submit the refund application to the banks if the tour fares are paid by credit card, after deducting the handling fee (if any).**
- 10. If members collect the cancellation charges, they shall, within seven working days after submission of the proof for collection of the cancellation charges to the TIC (counting from the date on the written proof submitted by them), refund the tour participants monies, which include the tour fares, Airport Passenger Departure Tax, fuel surcharges imposed by airlines and service charges imposed by members (visa charges shall be handled in accordance with paragraph 3(12) of the Code of Business Practice on Outbound Package Tours currently in force or any other rules in force at that time), or submit the refund application to the banks if the tour fares are paid by credit card, after deducting the handling fee (if any).**
- 11. If members do not collect the handling fee from the tour participants and allow the tour fares to be retained, after deducting the cancellation charges (if any), for payment of other package tours or travel products, they shall not take back the tour participants’ franked receipts in order that they may apply for ex gratia payments from the Travel Industry Compensation Fund if necessary.**
- 12. Such other package tours or travel products as are paid for by the tour**

**participants with the tour fares retained shall be subject to rules of the TIC.**

- 13. If, after the departure of a package tour, members terminate the itinerary of the package tour because of reasons beyond control and arrange for the tour participants to return to Hong Kong earlier than scheduled, then members shall, within one month after the participants return to Hong Kong, refund the participants the monies proportionate to the reduction in costs and submit relevant supporting documents to the TIC.**

Members may refer to the following sentences when drafting their own provisions as required by Point 1: “According to Directive No. 223 issued by the Travel Industry Council of Hong Kong and concerning cancellation of package tours by travel agents for reasons beyond control, if a travel agent cancels a package tour because of ‘reasons beyond control’, it is allowed to collect cancellation charges (if any) and a handling fee clearly stated in information on the package tour when making refunds to the tour participants. For Directive No. 223, please visit the website of the Travel Industry Council of Hong Kong at [www.tichk.org](http://www.tichk.org).”

According to Directive No. 177, “reasons beyond control” mean hostilities, political unrest, terror attacks, natural disasters, pestilences, bad weather, technical problems to transport, changes to the frequency/timetable of any means of conveyance by its operator without advance notice, strikes, industrial action, travel advisories (warnings) issued by governments of the destinations/the World Health Organisation, red/black outbound travel alerts issued by the Hong Kong SAR Government, and any other situations of which the industry has no control and which are unfavourable to outbound trips of travellers.

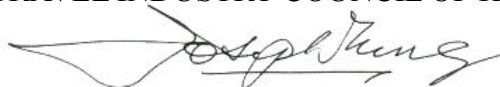
Package tours in this Directive mean outbound travel services which contain transport, accommodation and activities all arranged by members for travellers. Members merely booking meals/admission tickets or services for travellers are not considered to have arranged activities.

This Directive supersedes Directive No. 203, and is applicable to those tour participants who sign up for package tours on or after 1 June 2015.

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](http://www.tichk.org) → “Codes and Regulations”).

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



Joseph Tung  
Executive Director  
Attachment

Attachment

**Documents necessary for collecting cancellation charges**

1. Each of the written proof (including the proof for updating information each time) submitted by members to the TIC shall clearly list the following information and meet the following requirements in order for the TIC to accept it:
  - (1) the name of the service provider (and the name of the booking agent if the booking is made through it);
  - (2) the name of the member;
  - (3) the date of the service;
  - (4) the code of the transport service;
  - (5) the destination;
  - (6) the tour code;
  - (7) the class/category of the booked service (e.g. group ticket);
  - (8) the number of cancelled places and the number of affected tour participants;
  - (9) the actual amount of the cancellation charge for cancellation of each place;
  - (10) the following sentences:

“(1) All the information submitted to the TIC by our company is accurate, and our company agrees to bear all legal and other liabilities; (2) our company agrees to fully indemnify the Travel Industry Council of Hong Kong for any losses, legal fees, claims, fines, etc incurred by the Travel Industry Council of Hong Kong because of the information submitted by our company; (3) our company totally understands that if the information submitted by our company is in any way contrary to the fact, the Travel Industry Council of Hong Kong will refer the case to the relevant law enforcement agencies, and/or submit the case to the Compliance Committee of the Travel Industry Council of Hong Kong for action.”;
  - (11) the name, title and signature of the person who issues the document;
  - (12) the date and time of issue of the document; and
  - (13) the proof shall be printed on paper with the member’s letterhead.
  
2. The substantiating documents issued by the providers should clearly list the following information and meet the following requirements:
  - (1) the name of the service provider;
  - (2) the name of the travel agent and/or the name of the booking agent;
  - (3) the date of the service;
  - (4) the code of the transport service;
  - (5) the destination;
  - (6) the class/category of the booked service (e.g. group ticket);
  - (7) the number of cancelled places and the number of affected tour participants;
  - (8) the actual amount of the cancellation charge for cancellation of each place;
  - (9) the name, title and signature of the person who issues the document;
  - (10) the date and time of issue of the document; and
  - (11) the document shall be printed on paper with the provider’s letterhead.