

# A Template for Fixed Contracts for Domestic Tours

As amended in guanyezi letter number 1050922838

Dated December 12, 2016

Parties to the contract

(The review period for this contract is at least one day. Party A took the contract on \_\_\_\_\_ to review.)

Tourist (hereinafter referred to as Party A)

Name:

Telephone:

Residence:

Emergency contact information:

Name:

Relationship to the tourist:

Telephone:

Travel agency (hereinafter referred to as Party B)

Company name:

Registration number:

Company representative:

Telephone:

Place of business:

Parties A and B agree to conduct this tour according to the following articles.

1. (The meaning of a domestic tour)

“Domestic tour” as used in this contract means travels in Taiwan, Penghu, Kinmen, Mazu, and other free areas within the territory of our nation.

2. (Applicability)

The rights and obligations of Parties A and B under this tour are specified in the articles in this contract. Matters about which this contract is silent shall be governed by relevant laws and regulations of the Republic of China.

3. (Name of the tour, itinerary, and responsibilities under advertisements)

The name of this tour is \_\_\_\_\_

1. 1. Area of the tour (nation, city, or location of sightseeing)
2. 2. Itinerary (tour departure location, termination location, dates, transportation,

hotels, dining, sightseeing, shopping arrangements, and explanations of services that come with the tour: \_\_\_\_\_)

Attachments, advertisements, brochure, itinerary, and explanations given in the pre-departure meeting are all considered part of this contract. Party B shall ensure the accuracy of its advertisement, and Party B's obligations to Party A shall not be less than the contents of Party A's advertisements.

Item one may be substituted by published advertisements, brochure, itinerary, or explanations given in the pre-departure meeting.

When matters are not recorded in item one or when there is a discrepancy between what is recorded there and what is mentioned in published advertisements, brochure, itinerary, or explanations given in the pre-departure meeting, the condition most advantageous to the tourists shall apply.

#### 4. (Time and location for assembly and departure)

Party A shall show up on \_\_\_\_ hour \_\_\_\_\_ day at \_\_\_\_ to assemble and depart. If the failure of Party A to show up at the specified time and location prevents Party A from departing, and Party A does not join the tour midway, Party A is considered to have arbitrarily cancelled the contract, and Party B, according to Article 12, may exercise its rights to demand compensation for any losses.

#### 5. (Cost of tour and methods of payment)

Cost of the tour: \_\_\_\_\_

Unless otherwise agreed to by both parties, Party A shall pay as follows:

3. At the time of signing this contract, Party A shall use \_\_\_\_\_ (cash, credit card, transfer, check, etc.) to pay NT\$ \_\_\_\_\_.
4. The balance shall be made in \_\_\_\_\_ (cash, credit card, transfer, check, etc.) three days before departure or during the pre-departure meeting.

The special arrangement in the preceding item, unless mutually agreed to and recorded in Article 32 of this contract, cannot be requested by either party for any reason to increase or decrease the cost of the tour.

#### 6. (The consequences when a tourist fails to pay travel expenses)

If Party A fails to pay travel expenses for reasons attributable to Party A, Party B may urge Party A to pay owed expenses within a given period. If Party A fails to comply within the period given, Party B may terminate the contract. The amount such tourists are held liable to compensate the travel agency shall be determined according to Article 12. Party B may also request compensation for other damages incurred.

#### 7. Tourists' obligation to cooperate

If certain undertakings by Party A are required for a journey to proceed, and Party A fails to comply, Party B may urge Party A to perform such undertakings within a given period. If Party A fails to comply within the period given, Party B may

terminate the contract as well as request compensation for damages thus incurred.

If Party B terminates a contract as described in the preceding paragraph after a journey begins, Party A may request Party B to pay the expenses needed to send Party A back to the original place of departure. After arrival, Party A shall reimburse the travel agency for the said expenses plus interest at \_\_\_ % per annum.

#### 8. (Items included in the cost of a tour)

Unless otherwise mutually agreed to according to Article 32, the cost of tour that Party A pays in accordance with Article 5 shall include the following items:

- 1、Administrative fees for papers: The administrative fees for the papers that Party B applies for on behalf of Party A.
- 2、Transportation costs: All transportation costs incurred during the tour.
- 3、Meals: Costs of all meals that Party B is responsible for arranging according to the itinerary.
- 4、Lodging: All hotel accommodations necessary for the tour. If Party A requires a single room and Party B agrees to arrange it, Party A shall pay the difference.
- 5、Sightseeing costs: All the costs for sightseeing and admission charges listed in the itinerary.
- 6、Shuttle costs: All costs incurred during the tour to shuttle between airports, ports, public transportation stations and hotels.
- 7、Luggage fees: All transportation costs of group luggage between airports, ports, public transportation stations and hotels as well as tips for the service. The weight limits of luggage are according to the rules of the airlines.
- 8、Taxes: Airport service taxes and taxes on group meals and lodging, etc.
- 9、Service fees: Fees for all service personnel who travel with the tour and other personnel that Party B arranges to provide service to Party A.
- 10、Insurance premiums: Premiums for liability insurance and performance bonds.

Regarding item two (transportation costs) and item five (sightseeing costs) mentioned above, if, after the signing of the contract, those costs are raised or lowered by government agencies or service operators, the difference shall be paid by Party A or refunded by Party B.

Sub-items two through five of item one above concern senior discounts on admission charges, children staying at hotels without taking up beds, and other discounts, as detailed in the attached (price quotation). If the contract and relevant documents are silent on these discounts, Party A may demand refunds of the differences.

#### 9. (Items not covered in the cost of the tour)

Unless otherwise mutually agreed to according to Article 32, the cost of tour that Party A pays in accordance with Article 5 does not include the following items:

- 1 、 Expenses for all activities not listed in this tour contract.
- 2 、 Party A's personal expenses: such as fees for activities outside the itinerary, excess baggage charges, beverages and alcohol, laundry, telephone, Internet usage fees, personal transportation costs, costs for unaccompanied shopping outside of the scope of the itinerary, costs for personal activities, personal medical costs, and tips that one appropriately pays to providers of personal services (such as servers at hotels) and the costs and compensation for locating lost luggage.
- 3 、 Air fares and other related expenses not listed in the itinerary.
- 4 、 Suggested tips for drivers and service personnel who travel with the tour.
- 5 、 Insurance premiums: the costs of travel insurance that Party A purchases on his or her own.
- 6 、 Other expenses for things that Party B performs on behalf of Party A.

Regarding the suggested tips in items two and four above, Party B shall explain before departure the way tips are paid in each sightseeing area and the approximate amounts.

10. (The minimum number of people required to organize a tour group)

Each tour group shall be organized only with at least \_\_\_\_\_ contract-signing members. If the members do not achieve the number specified, the travel agency shall notify the already signed-up members about contract termination \_\_\_\_\_ days (at least 7 days and regarded as 7 days if it is not indicated) before the scheduled departure.

In the event of failing to notify Party A in time and causing damages to Party A, Party B shall compensate Party A for their damages.

If the minimum number of people required for organizing a tour group as prescribed in the preceding paragraph is not indicated, it shall be considered there is no minimum number of people required; the same shall apply to tour groups guaranteed to set out as scheduled.

After terminating the contract according to Paragraph 1, Party B may take either of the following approaches to return the expenses already paid, or transfer the expenses in place of the expenses for a new tour contract established in accordance with Subparagraph 2.

1. Return to Party A all the expenses already paid except the amounts Party B has expended to pay certain fees.
2. Acquire the consent of Party A, establish a new tour contract and transfer the expenses to be returned to Party A as part of or the entire expenses for the new contract. If there is any surplus amount, Party B shall return it to Party A.

11. (Tour that fails to occur due to causes attributable to Party B)

If a journey is cancelled due to causes attributable to Party B, Party B shall notify Party A, explain the causes and return the expenses that Party A has already paid.

If failing to notify Party A, Party B shall compensate Party A with a breach-of-contract fine calculated in accordance with the total travel expenses.

In the event that Party B has notified Party A as described in Paragraph 1, Party B shall calculate the breach-of-contract fine based on the duration between the time Party A was notified and the date of departure according to the following regulations:

1. The fine shall be 5% of the travel expenses when the cancellation notice arrives 41 days before the scheduled day of departure.
2. The fine shall be 10% of the travel expenses when the cancellation notice arrives 31 days to 40 days before the scheduled day of departure.
3. The fine shall be 20% of the travel expenses when the cancellation notice arrives 21 days to 30 days before the scheduled day of departure.
4. The fine shall be 30% of the travel expenses when the cancellation notice arrives two days to 20 days before the scheduled day of departure.
5. The fine shall be 50% of the travel expenses when the cancellation notice arrives one day before the scheduled day of departure.
6. The fine shall be 100% of the travel expenses when the cancellation notice arrives after the scheduled day of departure.

If Party A is able to prove that their damages have exceeded the standards prescribed in the preceding paragraph, Party A may request Party B to compensate them for the actual damages.

## 12. (Arbitrary contract cancellation by tourists before departure and corresponding responsibility)

Party A may cancel contracts before departure. However, they shall pay related fees in accordance with receipts presented by Party B as well as compensate Party B according to the following standards:

1. Those canceling the contract 41 days or more before the scheduled day of departure shall compensate the travel agency with 5% of the travel expenses.
2. Those canceling the contract 31 days to 40 days before the scheduled day of departure shall compensate the travel agency with 10% of the travel expenses.
3. Those canceling the contract 21 days to 30 days before the scheduled day of departure shall compensate the travel agency with 20% of the travel expenses.
4. Those canceling the contract two days to 20 days before the scheduled day of departure shall compensate the travel agency with 30% of the travel expenses.
5. Those canceling the contract one day before the scheduled day of departure shall compensate the travel agency with 50% of the travel expenses.
6. Those canceling the contract on or after the day of departure or failing to show up without notification in advance shall compensate the travel agency with 100% of the travel expenses.

The fees already paid shall be deducted from the travel expenses before damage compensation is calculated according to the standards specified in the preceding paragraph.

If Party B is able to prove the damages incurred exceed the standards specified in Paragraph 1, it may request compensation for the actual damages.

13. (Contract termination for legal reasons before departure)

If part of or the entire contract cannot be fulfilled as a consequence of force majeure or causes not attributable to either party to the contract, either party may terminate the contract without being subject to liability for compensation.

If a situation as described in the preceding paragraph occurs, Party B shall present receipts for fees already paid on behalf of Party A or expenses already paid to fulfill the contract, deduct the amounts after verification and return the remaining amount to Party A.

Either party who is aware that the journey cannot happen shall notify the other party and also explain the reasons. Either party who fails to notify the other as a result of negligence shall be held liable for compensation.

To protect the safety and interests of a tour group, Party B shall take necessary measures advantageous to the tour group after terminating the contract according to Paragraph 1.

14. (Contract termination to avoid risks after objective assessment before departure)

Before departure, if there is evidence to conclude that traveling to any of the destinations is likely to endanger the life, health or property of the tourists of the group, the contract may be cancelled by applying the regulation specified in the preceding paragraph mutatis mutandis. However, the party canceling the contract shall compensate the other with \_\_\_\_\_% (no more than 5%) of the total travel expenses.

15. (Custody and return of travel documents)

Party B, when handling necessary procedures on behalf of tourists, shall guard all travel documents in a proper manner. If any travel documents are lost or damaged, new ones shall be obtained immediately. If the interests of Party A are thus jeopardized, Party B shall compensate Party A for the damages.

Party B and their employees shall serve as prudent administrators and properly guard the travel documents mentioned in the preceding paragraph. Party A may retrieve such documents at any time and Party B and their employees may not refuse such requests.

16. (The rights of tourists to make changes)

If Party A is unable to join the tour group after signing up, Party A may make a change \_\_\_\_\_ days before departure for a third party to take his or place. Party B may not refuse such a request without justification.

If certain expenses increase in the situation described in the preceding paragraph, Party B may request the said third party to pay the difference; if the expenses decrease, Party A may not request Party B to return the difference.

Within \_\_\_ days of receipt of the notice from Party B, Party A, together with that third party, shall go to Party B's place of business to effect the assumption of the contract.

Upon the completion of the contract assumption process between Parties A and B, the third party that assumes the contract assumes from Party A all rights and obligations under this contract.

#### 17. (Assignment of travel operations)

Party B, when assigning an established travel contract to another travel agency before departure, shall require the written consent of Party A in advance. In the event that Party A does not agree to such an assignment, Party A may cancel the contract and Party B shall return all the already paid travel expenses immediately. Party A, whose interests are thus damaged, may also request compensation.

When Party A finds out or is informed after departure that the contract has been assigned to another travel agency, Party B shall pay Party A 5% of the total travel expenses as a breach-of-contract fine. Party A, whose interests are thus damaged, may also request compensation.

When Party A finds out or is informed after departure that the contract has been assigned to another travel agency and the assignee travel agency or its fulfillment assistants jeopardize the interests of the tourists intentionally or as result of negligence, Party A may request the assignee travel agency to pay compensation

#### 18. (The realization of tour itinerary and exceptions)

All tour items such as food, lodging, transportation, travel, sightseeing attractions, and sightseeing items shall be carried out in the grade and content specified in the contract. Party A may not ask to change them unless Party B agrees to Party A's request for change and carries out the change. Party A is responsible for the resulting increase in expenses. Except for the situations allowed in Articles 13 or 21 of this contract, Party B may not change the arrangements of the tour for any reason.

If the scheduled itineraries, transportation, or sightseeing cannot be achieved as a result of causes attributable to Party B, Party A may request Party B for a breach-of-contract fine double the amount of each difference in value.

Party B shall explain how the differences stated in the preceding paragraph are calculated. If Party B fails to provide such explanation, the breach-of-contract fine shall be at least 5% of the total travel expenses.

Party A whose interests are thus jeopardized may request compensation separately.

#### 19. (Delays due to causes attributable to travel agencies)

If any itinerary is delayed due to causes attributable to Party B, Party B shall immediately acquire the written consent of Party A to continue the travel or make arrangements for Party A to return to the place of departure.

If Party B is unable to make prompt arrangements as mentioned in the preceding paragraph, Party A may take vehicles equal in caliber to those arranged according to

the contract to return to the place of departure on their own and Party B shall be responsible for the expenses.

Party B shall be responsible for the food and accommodation expenses or other necessary expenses incurred to Party A during a delay described in Paragraph 1. Party A may also request a breach-of-contract fine calculated by dividing the total travel expenses by the total number of travel days and multiplying the quotient by the number of days delayed. A delay of five hours or more but less than a day is calculated as one day.

When Party B is making arrangements for tourists to return to their place of departure, as described in Paragraph 1, Party B shall honestly calculate the amount to be returned to Party A for the part of trip that is not completed, as well as the costs to transport Party A from the place of departure to their first destination and to transport Party A from the last destination back to the place of departure. Party A, if they have incurred other damages, may also request compensation for three damages.

#### 20. (Abandonment or retention of tourists)

In the event that, Party B intentionally abandons or detains Party A during a journey, besides being responsible for the food and accommodation expenses and other necessary expenses incurred to Party A during the period in which they are abandoned or detained, as well as returning the travel expenses for the uncompleted part of journey and the costs to transport Party A from the place of departure to the first destination and to transport Party A from the last destination back to the place of departure, shall also pay Party A five times the amount established by dividing the total travel expenses by the total number of travel days and multiplying the quotient by the number of days for which the tourists are abandoned or detained as the breach-of-contract fine.

In the event that, Party B abandons or detains Party A during a journey as a result of gross negligence, besides being held responsible for the expenses specified in the preceding paragraph, shall also pay Party A a breach-of-contract fine three times the amount calculated according to the formula prescribed in the preceding paragraph.

In the event that, Party B abandons or detains Party A during a journey as a result of negligence, besides being held responsible for the expenses specified in the preceding paragraph, shall also pay Party A a breach-of-contract fine equal to the amount calculated according to the formula prescribed in Paragraph 1.

When the time that tourists are abandoned or detained as described in the three preceding paragraphs is more than five hours but less than one day, it shall be calculated as one day. Party B shall arrange travel activities for Party A as soon as possible or make arrangements for them to return to their place of departure.

Tours whose interests are thus jeopardized may request compensation separately.

#### 21. (Change of travel arrangements due to causes not attributable to Party B)

If a force majeure or other causes not attributable to Party B happen during a journey and the scheduled itineraries, transportation, accommodation or sightseeing cannot be fulfilled, Party B may change the itineraries, sightseeing items or dining and accommodation plans to protect the safety and interests of the tour group. However,

Party B may not charge the tourists for any increase of expenses as a consequence and shall return to Party A any difference resulting from a decrease of expenses.

Party A, if he/she disapproves of travel arrangement changes as described in the preceding paragraph, may terminate the contract as well as request Party B to pay for the expenses needed for them to go back to the place of departure and then reimburse Party B plus interest at \_\_\_\_\_% per annum after their arrival.

22. (Responsibility and assistance)

If, during the tour, Party A is injured while riding on public transportation such as an airplane, steamboat, train, mass rapid transit, or cable car due to causes not attributable to Party B, the respective service provider shall be responsible directly to Party A. But Party B, as a prudent administrator, shall assist Party A in dealing with the situation.

23. (Arbitrary contract termination by tourists after departure)

In the event that Party A leaves the tour group in the middle of the journey after departure, Party A may not request Party B to refund the travel expenses.

If Party B is able to reduce on expenses or need not pay certain expenses after Party A withdraws from the journey, as described in the preceding paragraph, Party B shall return the difference to Party A. Party B shall also make accommodation and transportation arrangements for Party A in terms of leaving the tour group and returning to the place of departure, but Party A shall be responsible for the related expenses.

In Party A is unable to participate in travel activities scheduled according to the contract, Party A shall be considered as having waved their rights and may not request that Party B refund expenses or pay any compensation.

24. (Arrangements for Party A to return home after contract termination)

After the journey begins, if Party A does not have a desire to cooperate with Party B to complete the journey, and subsequent itineraries are affected as a result, Party A may request Party B to pay the expenses needed to send Party A back to the place of departure and Party A shall reimburse Party B plus interest; Party B may not refuse such requests.

If Party B is able to reduce on expenses or need not pay certain expenses after Party A withdraws from the journey as described in the preceding paragraph, it shall return the difference to Party A.

Party B may request Party A in question to compensate for its damages incurred from the situation described in Paragraph 1.

25. (The obligation of travel agencies to provide tourists with assistance to handle certain matters)

If Party A encounters physical or financial accidents during a journey, Party B shall fulfill its obligation as a prudent administrator and provide Party A with necessary

assistance to cope with the accidents.

Party A shall be responsible for the expenses incurred from accidents described in the preceding paragraph if such accidents are not the result of causes attributable to Party B.

26. (Travel agencies shall purchase liability insurance and performance bonds)

Party B shall purchase liability insurance and a performance bond according to the regulations of the competent authority. Liability insurance shall be in the amount of:

1. According to minimum legal requirements
2. Higher than the legal requirement, the dollar amount will be
  - (1) Accidental death NT\$ \_\_\_\_\_ per tourist
  - (2) Medical costs for bodily injury as a result of an accident, NT\$ \_\_\_\_\_ per tourist
  - (3) Domestic tour incidental expenses NT\$ \_\_\_\_\_
  - (4) Compensation for loss of papers NT\$ \_\_\_\_\_ per tourist

If Party B has failed to procure said insurance as described above and if an accident occurs or Party B cannot perform its obligations, Party B shall pay three times the minimum insurance amount that the competent agency has established.

Before departure, Party B shall inform Party A of the name and contact information of the insurance company underwriting the liability insurance so that Party A may have the information for its records.

27. (Shopping and handling of merchandise with defects or damage)

Party B may not arrange unscheduled shopping itineraries during a journey unless they are requested by Party A or Party A has consented.

If Party A discovers that products purchased at any specific shopping venue arranged by Party B are overpriced or have defects, Party A may request Party B to help handling such matters within one month after receiving the products.

28. (The principle of good faith)

Parties A and B shall perform this contract in good faith. If Party B delegates the recruitment of tourists to another travel agency according to the Regulations Governing Travel Agencies, Party B may not use the following as defense: that Party B did not receive payment for the tour directly from Party A, that Party A did not join the tour directly, or that Party B did not actually sign the contract.

29. (Handling consumer disputes)

If a dispute arises in the course of the contract, Party B shall take the initiative to contact Party A to work out a solution.

The customer complaint (service) dedicated phone line or email address for Party B:

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Party B shall assign a dedicated employee to handle the complaint within three business days of Party A's complaint and properly handle it within 15 days of the filing of the complaint, according to the Consumer Protection Act.

If, after discussions, the two parties fail to reach a resolution, Party A may request a mediation from the Tourism Bureau, Ministry of Transportation and communications, consumer protection officers of special municipalities, consumer disputes mediation committees at special municipalities, counties, or cities, the Travel Quality Assurance Association, or consumer disputes mediation committees at township, city, or district offices. Unless justified, Party B may not decline to be present at the mediation.

### 30. (Personal information protection)

Party A may give their consent for Party B to collect, process, transmit and use their personal information according to law to apply for travel documents on their behalf, make transportation, accommodation, dining and sightseeing arrangements as well as provide other services in order to fulfill the contract.

Party A:

Disagree (If Party A does not agree, Party B cannot provide the tour services according to this contract)

Signature:

Agree

Signature:

(Check one of these two boxes. If left unchecked, it is considered to be "Disagree".)

Party B has the responsibility to keep Party A's personal information confidential and may not provide such information to any unconcerned third party without the written consent of Party A or when complying with related regulations.

When the reasons for collection of tourists' personal information as described in Paragraph 1 no longer exist, or the journey comes to a conclusion, or at the request of Party A, Party B shall delete or stop processing or using Party A's personal information unless such information is still needed to carry out certain functions or operations or the written consent of Party A is obtained.

Party B shall report it to the police as soon as they find out Party A's personal information as described in Paragraph 1 has been stolen, altered, damaged, lost or leaked, as well as investigate immediately the causes and attribution of responsibility and take necessary measures in accordance with the circumstances.

When a situation as described in the preceding paragraph occurs, Party B shall inform Party A in concern in writing or via text messages or other appropriate approaches to assure that Party A is aware of all the facts and Party B has taken action to handle the matter, as well as contact phone numbers for further information.

### 31. (Agreement on the court of jurisdiction)

When there is a dispute between Parties A and B concerning this contract, the laws of the Republic of China are the proper law. When there is a lawsuit about this contract, the parties agree to use \_\_\_\_\_ district court as the court of first instance. Even if

both parties to the contract have agreed upon a court of jurisdiction when lawsuits over the travel contract occur, use of the court with jurisdiction over small-claim proceedings as stated in Article 47 of the Consumer Protection Act or Article 436-9 of the Code of Civil Procedure may not be ruled out.

32. (Other items agreed upon)

Parties A and B agree to abide by the following:

- 1 、 Party A  agrees  disagrees that Party B provides his/her name to other tourists in the same tour.
- 2 、 \_\_\_\_\_
- 3 、 \_\_\_\_\_

If the item(s) agreed upon in the preceding item alter(s) other articles of this contract, unless approved by the Tourism Bureau, Ministry of Transportation and communications, those articles shall become void, excluding those that favor Party A.

Parties that sign this contract:

Party A:

Residence address:

Identification number (unified number):

Telephone or fax:

Party B (Name of company):

Registration number:

Company representative:

Address:

Telephone or fax:

Counter signed by the travel agency assigned by Party B (leave this item blank if this contract is signed with a tourist by a consolidated travel agency or a Class-A travel agency that forms its own tour groups)

Name of company:

Registration number:

Company representative:

Address:

Telephone or fax:

Date the contract is signed: \_\_\_\_\_

(If left blank, the date of the first payment is the date of contract signing.)

Location where the contract is signed: \_\_\_\_\_

(If left blank, the residence address of Party A is the location where the contract is signed.)