

# Information to Be and Not to Be Indicated in Standard Domestic Travel Contracts Amended

MOTC Jiao-Lu (Yi) Zi Announcement No. 10582003605 dated Sep. 13, 2016

## I. Information to be indicated

### 1. Parties to the contract

The name, telephone number, address of the tourist and the name, registration number, name of person in charge, telephone number and address of the travel agency shall be indicated.

The name and telephone number of the emergency contact person for the tourist as well as the relationship between the emergency contact person and the tourist shall be indicated.

### 2. Contract review period

The time allowed for contract review as stipulated in the contract may not be less than one day.

Contracts failing to comply with the regulation in the preceding paragraph shall be invalid unless the tourist asserts the contract remains valid.

### 3. Responsibility in advertising

It shall be indicated that the travel agency assures the authenticity of the contents of related advertisements and that its obligations to the tourist may not be less than the contents of related advertisements.

The contents of related advertisements, promotional documents, itineraries and details provided at presentations shall be considered part of the contract.

### 4. Time and location of contract signature

The time and location of contract signature shall be indicated. The address of the residence of the tourist shall be the location of contract signature if it is not indicated in the contract, and the date the first payment is made shall be the time of contract signature if it is not indicated in the contract.

### 5. Itineraries

The travel destinations or areas and cities to be visited and itineraries (including the place of departure and place where the travel terminates, dates, transportation, hotels, dining, sightseeing tours and description of services entailed) shall be indicated. If shopping itineraries are included, the contents shall be indicated.

If the contents prescribed in the two preceding paragraphs are not provided or they are inconsistent with the contents of related advertisements, promotional documents, itineraries or details provided at related presentations, the contents most advantageous to the tourist shall prevail.

## 6. Travel expenses

The total travel expenses and the items they include (travel document application fees, transportation costs, dining expenses, accommodation expenses, sightseeing expenses, pick-up and drop-off charges, pay for service personnel traveling with the tour group and service personnel making tour arrangements, and insurance) shall be indicated.

The expenses specified in the preceding paragraph shall not include the following:

- (1) The tourist's personal expenses
- (2) The amounts suggested for tourists to give drivers and service personnel traveling with the tour group as tips
- (3) Expenses specified in the contract as expenses for the tourist's own itineraries
- (4) Other expenses to be collected by the travel agency for tasks conducted on behalf of the tourist

## 7. Payment of travel expenses

The amount for the tourist to pay at the time of contract signature and the way of payment as well as the time for the tourist to pay the remaining amount and way of payment shall be indicated, unless the parties to the contract have otherwise agreed.

## 8. The consequences when a tourist fails to pay travel expenses

With tourists who fail to pay travel expenses for reasons attributable to themselves, the travel agency may urge them to pay owed expenses within a given period. If the tourists fail to comply within the period given, the travel agency may terminate the contract. The amount such tourists are held liable to compensate the travel agency shall be determined according to Point 13. The travel agency may also request for compensation for other damages incurred.

## 9. Tourists' obligation to cooperate

If certain undertakings by tourists are required for a journey to proceed and tourists fail to comply, the travel agency may urge such tourists to perform such undertakings within a given period. If any tourist fails to comply within the period given, the travel agency may terminate the contract as well as request for compensation for damages thus incurred.

If a travel agency terminates a contract as described in the preceding paragraph after a journey begins, the tourist in concern may request the travel agency to pay for the expenses needed to send the tourist back to the original place of departure. After arrival, the tourist shall reimburse the travel agency for the said expenses plus interest.

#### 10. The meeting location and place of departure

The meeting location and time and place of departure shall be indicated. Tourists who are unable to depart with the tour group because of failing to show up at the meeting location on time and also unable to join the group in the middle of the journey shall be considered having arbitrarily terminated the contract.

#### 11. 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 7 days if it is not indicated) before the scheduled departure. If failing to notify in time and causing damages to tourists, the travel agency shall compensate the tourists 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, the travel agency may take either of the following approaches to return the expenses already paid or transfer the expenses to be the expenses for a new tour contract established in accordance with Subparagraph 2.

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

#### 12. Travel agencies' obligation to notify tourists when travel activities are cancelled and their liability for compensation

If a journey is cancelled due to causes attributable to the travel agency, the travel agency shall notify the tourist, explain the causes and return the expenses that the tourists have already paid.

If failing to notify the tourists, the travel agency shall compensate each of the tourists with a breach-of-contract fine calculated in accordance with the total travel expenses.

Travel agencies that have notified the tourists as described in Paragraph 1 shall calculate the breach-of-contract fine based on the duration between the time the tourists are 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.

Tourists able to prove their damages have exceeded the standards prescribed in the preceding paragraph may request the travel agency to compensate for the actual damages.

### 13. Arbitrary contract cancellation by tourists before departure and corresponding responsibility

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

- (1) Those canceling the contract 41 days 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 the travel agency is able to prove the damages incurred exceed the standards specified in Paragraph 1, it may request for compensation for the actual damages.

### 14. 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, the travel agency shall present receipts for fees already paid on behalf of the tourists or expenses already paid to fulfill the contract, deduct the amounts after verification and return the remaining amount to each tourist.

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, the travel agency shall take necessary measures advantageous to the tour group after terminating the contract according to Paragraph 1.

#### 15. 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 and 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.

#### 16. Custody and return of travel documents

A travel agency handling necessary procedures on behalf of tourists shall guard all the travel documents properly. If any travel documents are lost or damaged, new ones shall be obtained immediately. If the interests of any tourist are thus jeopardized, the travel agency shall compensate the tourist for the damages.

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

#### 17. The right of tourists to make changes

A tourist unable to join the tour group after signing up may make a change \_\_\_\_\_ days before departure for a third party to take his or place. The travel agency may not refuse such a request without justification.

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

#### 18. Assignment of travel operations

A travel agency assigning an established travel contract to another travel agency before departure shall require the written consent of all the tourists in advance.

Tourists who disapprove of such an assignment may cancel the contract and the travel agency shall return all the already paid travel expenses immediately. Tourists whose interests are thus damaged may also request for compensation.

If tourists find out or are informed after departure that the contract has been assigned to another travel agency, the travel agency shall pay each tourist 5% of the total travel expenses as a breach-of-contract fine. Tourists whose interests are thus damaged may also request for compensation.

When tourists find out or are 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, the tourists may request the assignee travel agency for compensation.

#### 19. Change of travel arrangements due to force majeure or causes not attributable to travel agencies

If force majeure or causes not attributable to the travel agency happen during a journey and the scheduled itineraries, transportation, accommodation or sightseeing cannot be fulfilled, the travel agency may change the itineraries, sightseeing items or dining and accommodation plans to protect the safety and interests of the tour group. However, the travel agency may not charge the tourists for any increase of expenses as a consequence and shall return the tourists the difference resulted from decrease of expenses.

Tourists who disapprove of travel arrangement changes as described in the preceding paragraph may terminate the contract as well as request the travel agency to pay for the expenses needed for them to go back to the place of departure and reimburse the travel agency plus interest after their arrival.

#### 20. Change of travel arrangements due to causes attributable to travel agencies

If the scheduled itineraries, transportation, sightseeing cannot be achieved as a result of causes attributable to the travel agency, the tourists may request the travel agency for a breach-of-contract fine double the amount of each difference.

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

**Tourists whose interests are thus jeopardized may request for compensation separately.**

#### 21. Delays due to causes attributable to travel agencies

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

If the travel agency is unable to make prompt arrangements as mentioned in the

preceding paragraph, the tourists may take vehicles equal in caliber to those arranged according to the contract to return to the place of departure on their own and the travel agency shall be responsible for expenses.

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

A travel agency making arrangements for tourists to return to the place of departure as described in Paragraph 1 shall honestly calculate the amounts to be returned to the tourists for the part of trip that is not completed as well as the costs to transport the tourists from the place of departure to the first destination and to transport the tourists from the last destination back to the place of departure. Tourists with other damages may also request for compensation.

## 22. Abandonment or retention of tourists

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

A travel agency abandoning or retaining tourists during a journey as a result of gross negligence, besides being held responsible for the expenses specified in the preceding paragraph, shall also pay each of such tourists a breach-of-contract fine three times the amount calculated according to the formula prescribed in the preceding paragraph.

A travel agency abandoning or retaining tourists during a journey as a result of negligence, besides being held responsible for the expenses specified in the preceding paragraph, shall also pay each of such tourists a breach-of-contract fine equal to the amount calculated according to the formula prescribed in Paragraph 1.

When the time for which tourists are abandoned or retained as described in the three preceding paragraph is more than five hours but less than a day, it shall be calculated as one day. Travel agencies shall arrange travel activities for such tourists as soon as possible or make arrangements for them to return to the place of departure.

**Tours whose interests are thus jeopardized may request for compensation separately.**

## 23. Arbitrary contract termination by tourists after departure

Tourists who leave the tour group in the middle of the journey after departure may not request the travel agency to return the travel expenses.

When the travel agency is able to cut down on expenses or need not pay certain expenses after some tourists withdraw from the journey as described in the preceding paragraph, it shall return the difference to the remaining tourists. The travel agency shall also make accommodation and transportation arrangements for the tourists leaving the tour group to return to the place of departure, but the tourists shall be responsible for the expenses.

Tourists who are unable to participate in travel activities scheduled according to the contract shall be considered waving their rights and may not request the travel agency for return of expenses or compensation.

#### 24. Arrangements for tourists to return home after contract termination

After the journey begins, if any tourists are not enthusiastic about cooperating with the travel agency to complete the journey and subsequent itineraries are affected as a result, such tourists may request the travel agency to pay the expenses needed to send them back to the place of departure and they shall reimburse the travel agency plus interest; the travel agency may not refuse such requests.

When the travel agency is able to cut down on expenses or need not pay certain expenses after some tourists withdraw from the journey as described in the preceding paragraph, it shall return the difference to the remaining tourists.

The travel agency may request the tourists 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 any tourists encounter physical or financial accidents during a journey, the travel agency shall fulfill its obligation as a prudent administrator and provide such tourists with necessary assistance to cope with the accidents.

The tourists 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 the travel agency.

#### 26. Liability insurance and performance bond insurance for travel agencies

Every travel agency shall taken liability insurance and performance bond insurance in accordance with the regulations of the competent authority and the name of the insurance company, the amount insured and the amount of liability shall be indicated in the contract. If such information is not indicated, the amounts shall be determined according to the regulations of the competent authority.

If a travel agency fails to take insurance as prescribed in the preceding paragraph, when a travel accident happens or the travel agency is unable to fulfill the contract,

the compensation shall be three times the claim amount calculated based on the minimum insured amount defined by the competent authority.

#### 27. Shopping and handling of merchandise with defects or damage

No travel agency may arrange unscheduled shopping itineraries during a journey unless they are requested by the tourists or the tourists have given their consent.

If discovering products purchased at any specific shopping venue arranged by the travel agency are overpriced or have defects, tourists may request the travel agency to help handling such matters within one month after receiving the products.

#### 28. Handling of consumer disputes

Travel agencies shall clearly indicate in the contract the mechanism for handling consumer disputes, the procedure and contact information.

#### 29. Personal information protection

Tourists may give their consent for travel agencies 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.

Travel agencies have the responsibility to keep tourists' personal information confidential and may not provide such information to any unconcerned third party without the written consent of tourists or complying with related regulations.

When the reasons for collection of tourists' personal information as described in Paragraph 1 vanish or the journey comes to a conclusion or at the request of the tourists, travel agencies shall delete or stop processing or using tourists' personal information unless such information is still needed to carry out certain functions or operations or the written consent of tourists is obtained.

Travel agencies shall report it to the police as soon as they find out tourists' 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, the travel agency shall inform the tourists in concern in writing or via text messages or other appropriate approaches to assure the tourists are aware of all the facts and the travel agency has taken action to handle the matter, as well as contact phone numbers for further information.

30. If a travel contract signed between both parties contain provisions more advantageous to tourists than information statutorily required in travel contracts, such provisions shall prevail.

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

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.

## II. Information Not to Be Indicated

1. Terms such as “for referential purposes only” or other texts with uncertain meanings included in contents with regard to the itineraries, accommodation, transportation, prices and dining in the contract
2. Texts to exclude the contents of the original advertisements from the travel agency’s obligations to the tourists
3. Texts to exclude the right of tourists to arbitrarily cancel or terminate the contract
4. Texts inconsistent with the competent authority’s regulations on the maximum compensation standards and presentation of such standards for reference
5. Texts stipulating that tourists may not have objections to the travel agency’s unilateral change of contract provisions
6. Texts to justify the travel agency’s use of excuses to collect charges other than travel expenses agreed upon or to impose extra charges
7. Texts to give the travel agency immunity to or reduce the obligations of travel agencies specified in the Consumer Protection Act, the Regulations Governing Travel Agencies, the travel contract or other related regulations
8. Agreements disadvantageous to tourists and in violation of the principle of good faith or the principle of equality and reciprocity
9. Agreements to exclude the travel agency’s responsibility for the conduct of the fulfillment assistants