

Items to be included within and excluded from standard domestic travel basic one-day tour contracts

Announced by the MOTC via Jiao-Lu Zi Announcement No. 11182005924 dated Aug.10, 2022 to take effect the same day

I. Information to Be Indicated

1. Parties to the contract and their basic information

This contract shall indicate the parties to the contract and their basic information:

- (1) Tourist's emergency contact information (name, telephone number, residence address, relationship to the passenger).
- (2) The company name, business registration number, name of person in charge, telephone number(s) and office location of the travel agency.

2. Contract Review Regulations

The travel agency (Party B in the contract) is required to explain each contract article to the tourist (Party A in the contract) prior to contract signature. Both parties reach an agreement by signing the contract or by expressing consent in accord with another approach agreed upon by both parties.

Tourist Seal/Signature:

Travel Agent Seal/Signature:

Date of Contract:

3. Definition of basic one-day tour

A basic one-day tour as stated in this contract refers to Party B providing service at a fixed location wherein Party A signs up to join a one-day group tour.

4. Responsibility in advertising

The travel agency assures the accuracy 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.

5. Time and location of contract signature

This contract shall indicate the time and location of contract signature. If the location of contract signature is not indicated, the place of departure shall be the location of contract signature. If the time of contract signature is not indicated, the date of departure shall be the time of contract signature.

Unless the parties have agreed otherwise, the travel agency shall be deemed as having entered into a contract with the tourist if a signed contract in a form approved by the competent authority has been printed and a receipt has been given to the tourist.

6. Itineraries

This contract shall indicate the travel destinations or areas and cities to be visited and related itineraries.

Such itineraries shall include departure and ending locations and dates, as well as details on transportation, dining, sightseeing tours and other services. If shopping activities are included, this shall also be indicated.

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

7. Travel expenses

This contract shall indicate the total tour expense. The tour expense shall include travel document application fees, transportation costs, dining costs, sightseeing expenses, pick-up, pay for accompanying service personnel and service personnel making tour arrangements.

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

- (1) The tourist's personal expenses.
- (2) Tips (including suggested tips) for drivers and accompanying service personnel.
- (3) Expenses specified in the contract as being the responsibility of the tourist.
- (4) Other expenses incurred by the travel agency for tasks conducted on behalf of the tourist.

8. The amount payable and methods of payment

This contract shall indicate the amount payable by the tourist and methods of payment.

9. Tourists' obligation to cooperate

If certain undertakings by the tourist are required for a journey to proceed, and the tourist fails to comply, the travel agency may urge the tourist to perform such undertakings within a given period. If the tourist fails to comply within the period given, the travel agency may terminate the contract as well as request 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, time and place of departure

The contract shall indicate the assembly location, time and place of departure.

11. The minimum number of people required to organize a tour group

This contract shall indicate the minimum number of people required to organize a tour group. If the members do not achieve the minimum number specified and the tour is cancelled, the travel agency shall return to the tourists all the expenses already paid.

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

If a tourist cancels a contract before departure, the tourist shall pay related fees in accordance with receipts presented by the travel agency as well as pay any additional appropriate compensation. Tourists may not request the travel agency to return the travel expenses. But if the travel agency is able to reduce or avoid certain expenses, the resulting cost difference shall be returned to the tourist.

If a tourist fails to arrive at the designated meeting location at the time indicated in Article 10, and thus is unable to depart with the group, and also fails to join the group later in the journey, the tourist shall be regarded as having arbitrarily terminated the contract and the regulations in the preceding paragraph shall apply.

13. Terminate the contract before the tour due to *force majeure* or other causes not attributable to either party

If part of or the entire contract cannot be fulfilled due to force majeure or other 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.

14. Change of travel arrangements due to causes attributable to travel agencies

If the scheduled itinerary, transportation, dining, or sightseeing cannot be achieved as a result of causes attributable to the travel agency, the tourist may request compensation from the travel agency in the form of a breach-of-contract fine double the amount of each difference. If the travel agency is intentionally negligent or grossly negligent, the tourist shall have the right to request the agency pay a breach-of-contract fine of up to 5 times the difference. If the travel agency cannot complete the contents of the contract, the tourist may terminate the contract.

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.

A tourist, in the event they have interests jeopardized by the situation in Paragraph 3, may request additional separate compensation.

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

If force majeure or other causes not attributable to the travel agency happen during a journey and the scheduled itinerary, transportation, accommodation or sightseeing cannot be fulfilled, the travel agency may change the itinerary, 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 tourist for any increase of expenses, and shall return to the tourist any difference resulting from a decrease of expenses.

16. Tourists dropping out after the journey begins or failing to join the tour

Tourists who leave a tour group in the middle of the journey after departure or are unable to participate in travel activities scheduled according to the contract may not request the travel agency for return of expenses or other compensation. However, if the travel agency can reduce or avoid certain expenses as a result, it shall return any cost savings to the tourist.

17. The obligation of travel agencies to provide tourists with assistance to handle certain matters

If any tourist encounters accidental physical or financial events 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 events.

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.

18. Liability insurance and performance bond insurance for travel agencies

Every travel agency shall purchase liability insurance and performance bond insurance in accordance with the regulations of the competent authority. The name of the insurance agency, 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.

19. Shopping and handling of merchandise with defects or damage

The travel agency may not arrange unscheduled shopping itineraries during a journey or peddle objects to a tourist unless they are requested by the tourist or the tourist has given his/her consent.

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

20. Handling of consumer disputes

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

21. 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 a tourist's personal information confidential and may not provide such

information to any unconcerned third party without the written consent of the tourist or when complying with relevant regulations.

When the reasons for collecting a tourist's personal information as described in Paragraph 1 no longer exist, or the journey ends, or at the request of the tourist, travel agencies shall delete or stop processing/using the tourist's personal information unless such information is still needed to carry out certain functions or operations, or the written consent of the tourist is obtained.

If the travel agency discovers that any of a tourist's personal information has been stolen, altered, damaged, lost or leaked, the travel agency shall immediately report such discovery to the police. In addition, the travel agency shall immediately initiate an investigation into the causes and attribution of responsibility for the event, and take appropriate measures in accordance with the circumstances.

When an event as described in the preceding paragraph occurs, the travel agency shall inform the tourist of said event (in writing, via text message or other appropriate means) to ensure that the tourist is aware of all the facts and understands that the travel agency is working to address the matter. The travel agency shall also provide the tourist with contact numbers at which the tourist can obtain further information.

22. Agreement on the court of jurisdiction

Even if both parties to the contract have agreed upon a court of jurisdiction, if a lawsuit over the travel contract occurs, this does not exclude the use of other courts (such as small claims courts) as stated in Article 47 of the Consumer Protection Act, or

Paragraph 2, Article 28 and Article 436-9 of the Code of Civil Procedure.

23. Special agreements advantageous to tourists

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

II. Information Not to Be Included in Contracts

1. Terms such as “for referential purposes only” or other text with vague meanings included in contents with regard to itineraries, transportation, prices or dining.
2. Text to exclude the contents of any original advertisements, brochures, or itineraries from the travel agency with regard to obligations to the tourist.
3. Text to exclude the right of tourists to arbitrarily cancel or terminate the contract.
4. Text associated with the travel agency’s standard of compensation to the tourists for contract cancellation that is inconsistent with the competent authority’s regulations on compensation standards and presentation of such standards for reference.
5. Text stipulating that tourists may not have objections to the travel agency’s unilateral change of contract provisions.
6. Text intended to justify the travel agency’s use of excuses to collect charges other than travel expenses agreed upon or to impose extra charges.
7. Text to give the travel agency immunity to or reduce the obligations of travel agencies specified in the Consumer Protection Act, civil law, 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 in terms of the conduct of its employees and any others employed by the agency to fulfill the contract.