

A Standard Contract Template for Basic One-day Domestic Tours

As amended and issued by the Tourism Bureau, MOTC in guanyezi letter number 1110915382 dated Aug.25, 2022

Contract Review Requirements

The articles of this contract were reviewed by the tourist on mm_____ dd_____, yy_____. The travel agency (hereinafter Party B) is required to explain each contract article to the tourist (hereinafter Party A) prior to contract signature. Both parties signify that they have reached an agreement by signing the contract or by expressing consent in accord with another approach agreed upon by both parties.

Party A Seal/Signature:

Party B Seal/Signature:

Parties to the contract

Passenger (Party A)

Name:

Telephone:

Residence:

Emergency contact information:

Name:

Relationship to the passenger:

Telephone:

Residence:

Travel agency (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.

Article 1 (Definition of a 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.

Article 2 (Range of application)

The rights and obligations of Party A and Party B shall be defined in accordance with the provisions set forth in this contract. If an issue is not addressed in this contract, the related laws and regulations of the Republic of China shall apply.

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

The name of this tour is _____

1. Area of the tour (city, or location of sightseeing): _____
2. Itinerary (tour departure location, tour termination location, dates, transportation, dining, sightseeing, shopping arrangements, and explanations of other services that come with the tour): _____

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

Paragraph 1 may be substituted for by published advertisements, brochures, itineraries, or explanations given in the pre-departure meeting.

When matters are not recorded in Paragraph 1 or when there is a discrepancy between what is written in Paragraph 1 and what is mentioned in published advertisements, brochures, itineraries, or explanations given in the pre-departure meeting, the condition most

advantageous to the tourist shall apply.

Article 4 (Travel expenses)

Cost of the tour: NT\$ _____. This shall include travel document application fees, transportation costs, dining expenses, sightseeing expenses, pick-up, as well as the pay for accompanying service personnel and service personnel making tour arrangements.

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

1. Party A's personal expenses.
2. Tips (including suggested tips) for drivers and other accompanying service personnel.
3. Expenses specifically defined in the contract as being the responsibility of Party A.
4. Other expenses incurred by the Party B for tasks conducted on behalf of Party A.

Article 5 (Amount payable and methods of payment)

Unless otherwise agreed to by both parties, Party A shall use _____ (cash, credit card, transfer, check, etc.) to pay NT\$ _____.

Article 6 (Tourist's 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 for the expenses needed to return Party A to the original place of departure or an appropriate place agreed upon between the two parties. After arrival, Party A shall reimburse Party B for said expenses plus interest at _____% per annum.

Article 7 (Time and location for assembly and departure)

Party A shall show up on time on _____ mm _____ dd _____, yy at _____ (time) to assemble and depart.

Article 8 (The minimum number of people required to organize a tour group)

Each tour group shall be organized only if it has at least _____ contract-signing members. If the minimum number is not achieved and the tour is cancelled, Party B shall return to Party A all the funds paid by Party A.

Article 9 (Arbitrary contract cancellation by a tourist before departure and corresponding responsibility)

If Party A cancels a contract before departure, Party A shall pay related fees in accordance with receipts presented by Party B, as well as other compensatory damages to Party B. Party A may not request that Party B return any travel expenses. However, if Party B is able to reduce expenses or need not pay certain expenses, Party B shall return the balance of funds to Party A.

If Party A fails to arrive at the designated meeting location at the time indicated in Article 7, is unable to depart with the group and does not join later in the journey, Party A shall be regarded as having arbitrarily canceling the contract and the regulations in the preceding paragraph shall apply.

Article 10 (Pre-tour termination of the contract 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 cause(s) 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 the tourist or

expenses already paid to fulfill the contract, deduct the amounts after verification and return the remaining amount to Party A.

Article 11 (Change of travel arrangements due to causes attributable to Party B)

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

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

Party A, in the event they have interests jeopardized by the situation in Paragraph 1, may request additional separate compensation.

Article 12 (Change of travel arrangements due to force majeure or causes not attributable to Party B)

If a force majeure or other causes not attributable to Party B occur during a journey and the scheduled itinerary, transportation, dining, or sightseeing cannot be fulfilled, Party B may change the itinerary, sightseeing items or dining and transportation plans to protect the safety and interests of the tour group. However, Party B may not charge Party A for any increase in expenses resulting from this, and shall return Party A any difference resulting from a decrease in expenses.

Article 13 (Tourists dropping out after the journey begins or failing to join the tour)

If Party A leaves the tour group in the middle of a tour, or is unable to participate in certain travel activities in the contract, Party A may not request that Party B return expenses or provides compensation. However, if Party B is able to reduce or not pay certain expenses, Party B shall return said differences to Party A.

Article 14 (The obligation of travel agencies to provide tourists with assistance to handle certain matters)

If Party A encounters accidental physical or financial events during a journey, Party B shall fulfill its obligation as a prudent administrator and provide Party A with necessary assistance to cope with the events.

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.

Article 15 (Liability insurance and performance bond insurance for travel agencies)

Party B shall purchase liability insurance and performance bond insurance in accordance with the regulations of the competent authority. The required liability insurance is:

- I. Per minimum legal requirements.
- II. Above legal requirements, in the amount of:
 - i. Accidental death: NT\$ _____ per tourist
 - ii. Medical costs for bodily injury resulting from an accident:
NT\$ _____ per tourist
 - iii. Overseas tour incidental expenses: NT\$ _____
 - iv. Compensation for loss of papers NT\$ _____ per tourist

If Party B fails to take out insurance as prescribed in the preceding paragraph, in the event of a travel accident or if Party B 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.

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 their records.

Article 16 (Shopping and handling of merchandise with defects or damage)

Party B may not arrange unscheduled shopping itineraries during a journey or peddle objects to Party A unless they are requested to do so by Party A or Party A has given their consent.

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 handle such matters within one month after receiving the products.

Article 17 (Handling of consumer disputes)

If a dispute arises over the course of this 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: _____

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 mediation from the Tourism Bureau of the Ministry of Transportation and Communications (MOTC); consumer protection offices at special municipalities; consumer dispute mediation committees at special municipalities or counties; the Travel

Quality Assurance Association; and/or consumer dispute mediation committees at township, city, or district levels. Unless justified, Party B may not decline to be present at such mediation.

Article 18 (Personal information use and protection)

If signed, Party A (signature here: _____) agrees to allow Party B to collect, process, transmit and otherwise use their personal information according to law to apply for travel documents on their behalf, make transportation, dining and sightseeing arrangements, and provide other services in order to fulfill the contract.

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

When the reasons for collecting Party A's personal information no longer exist, or the journey concludes, or at the request of Party A, Party B shall delete and/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.

If Party B discovers that any of Party A's personal information as described in Paragraph 1 has been stolen, altered, damaged, lost or leaked, Party B shall immediately report such discovery to the police. In addition, Party B 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, Party B shall inform Party A of said event (in writing, via text message or other appropriate means) to ensure that Party A is aware of all the facts and understands that Party B is working to address the matter. Party B shall also provide Party A with contact numbers at which Party A can obtain further information.

Article 19 (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 shall apply as the proper law.

If a lawsuit arises related to this contract, the parties agree to use _____ District Court as the court of first instance. However, even if both parties have agreed upon a court of jurisdiction in the event of such a lawsuit, 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.

Article 20 (Other items agreed upon)

Parties A and B agree to abide by the following:

1. Party A agrees disagrees that Party B can provide his/her name to other tourists in the same tour.
2. _____.
3. _____.

If the item(s) agreed upon in this Article 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 to this contract (to be signed):

Party A:

Residence address:

ID number (or unified VAT number):

Telephone/fax:

Email:

Party B (Name of company):

Registration number:

Company representative:

Address:

Telephone/fax:

Email:

Additional signatory (travel agent) as determined by Party B (leave blank if Party A is using 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/fax:

Email:

Date contract is signed: _____ (If left blank, the date of departure is the date of contract signing.)

Location where the contract is signed: _____ (If left blank, the departure point is the location where the contract is signed.)