

# A Template for Individualized Contracts for Domestic Tours

Amended and promulgated by the Tourism Bureau, Ministry of Transportation and Communications on January 17, 2011, in letter number guanyezi 0990044124

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

Parties to the contract

Name of tourist (hereinafter referred to as Party A)

Name of travel agency (hereinafter referred to as Party B)

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. (Definition and content of an individualized tour)

An individualized tour in this contract refers to an arrangement where either Party A asks Party B to arrange domestic transportation, lodging, and a tour or Party A signs up for an individualized tour product for which Party B arranges transportation, lodging, and a tour.

3. (Predefined locations of sightseeing, transportation, and lodging details)

The details of transportation, lodging, and sightseeing itinerary of this tour are specified in the attached files.

The preceding item may be substituted with a published advertisement or brochure, which are considered part of this contract. If they show “for information only”, such wording is void.

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 11.

5. (Cost of tour and what it covers)

Cost of the tour: \_\_\_\_\_. Party A agrees to pay this amount as follows:

1. At the time of signing this contract, Party A shall pay a deposit of NT\$.\_\_\_\_\_.
2. The balance shall be paid in full three days before departure.

The cost of the tour that Party A pays according to the preceding item shall include the costs of transportation, lodging, and tour itinerary, and any other items that both parties may have agreed to separately.

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

If Party A tourists fails to pay travel expenses for reasons attributable to Party A, Party B may terminate the contract directly and confiscate the deposit that Party A has made. 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.

8. (Mandatory insurance)

Party B shall purchase liability insurance and a performance bond per the regulations of the competent authorities. If Party B has failed to procure said insurance as required in the above item and if an accident occurs or Party B cannot perform its obligations, Party B shall pay to Party A three times the minimum insurance amount that the competent agency has established.

9. (Tour cancelled due to causes attributable to the travel agency)

If a journey is cancelled due to causes attributable to Party B, Party B shall notify Party A, and explain the causes.

If Party B fails 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 10% of the travel expenses when the cancellation notice arrives 21 days to 30 days before the scheduled day of departure.
2. The fine shall be 20% of the travel expenses when the cancellation notice arrives 11 days to 20 days before the scheduled day of departure.
3. The fine shall be 30% of the travel expenses when the cancellation notice arrives 4 days to 10 days before the scheduled day of departure.
4. The fine shall be 70% of the travel expenses when the cancellation notice arrives one day to three days before the scheduled day of departure.
5. 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 section, Party A may request Party B to compensate them for the actual damages.

10. (The realization of tour itinerary and exceptions)

Party B shall carry out all lodging, transportation, and itinerary arrangements according to the contract, which Party B may not alter. This restriction does not apply if Party A requests changes and Party B agrees to the request. Party A shall be responsible for any additional expenses that may ensue.

Unless in situations specified in Articles 12 or 14 of this contract, Party B may not for any reason change the terms agreed upon. If Party B does not provide food, lodging, transportation, etc. at the level specified in this contract, Party A may demand damages in the amount of 200% of the difference as a fine for breaching the contract.

11. (Arbitrary contract cancellation by tourists before departure)

Party A may notify Party B that Party A wishes to cancel this contract before the tour begins, but Party A agrees to pay all expenses for papers and documents and compensate Party B in accordance with the following criteria.

1. The fine shall be 10% of the travel expenses when the cancellation notice arrives 21 days to 30 days before the scheduled day of departure.
2. The fine shall be 20% of the travel expenses when the cancellation notice arrives 11 days to 20 days before the scheduled day of departure.
3. The fine shall be 30% of the travel expenses when the cancellation notice arrives 4 days to 10 days before the scheduled day of departure.
4. The fine shall be 70% of the travel expenses when the cancellation notice arrives one day to three days before the scheduled day of departure.
5. The fine shall be 100% of the travel expenses when the cancellation notice arrives after the scheduled day of departure.

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

12. (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 in whole or in part without being subject to liability for compensation.

Party B shall deduct fees already paid on behalf of Party A or all expenses already paid to fulfill the contract 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, which Party A may decline. The expenses thus incurred shall be borne by Party A.

12-1. (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 regulation in the preceding item may be applicable. However, the party canceling the contract shall compensate the other with \_\_\_\_\_% (no more than 5%) of the total travel expenses.

13. (Arbitrary contract termination by tourists after departure)

Party A who leaves the tour group in the middle of the journey after departure or who is unable to take part in the tour activities that Party B has arranged may not request Party B to return the travel expenses.

When 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

14. (Changes to the itinerary, food, lodging, and tour items in the middle of the tour)  
When Party A participates in the tour activities that Party B has arranged, if force majeure or causes not attributable to Party B happen during a journey and the scheduled itineraries, transportation, accommodation or sightseeing cannot be fulfilled, Party B, as a prudent administrator, shall extend necessary assistance.

15. (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.

16. (Other items agreed upon)  
Parties A and B agree to abide by the following:

一、 \_\_\_\_\_  
二、 \_\_\_\_\_

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 signing 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.)