

Template of Standardized Contract for Individual Overseas Travel

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Contracting Parties:

(Name of customer) _____ (hereafter referred to as "Party A")

(Name of travel agency) _____ (hereafter referred to as "Party B")

The contracting parties agree that the provision of this travel service shall be governed by the terms and conditions as set out below:

Clause 1: (Definition of Overseas Travel) The term "overseas travel" as referred to in this contract means travel to a country or territory outside the national borders of the Republic of China. The provisions of this travel contract shall apply mutatis mutandis to travelers to mainland China.

Clause 2: (The Definition and Content of Individual Travel) The term "individual travel" as used in this contract means that Party B makes arrangements for passenger tickets, accommodation and tour itinerary as requested by Party A but does not provide any tour guide services; or that Party A participates in an individual travel product consisting of passenger tickets, accommodation, and tour itinerary packaged and sold by Party B.

Clause 3: (Scheduled Travel Destination and Content of Transportation and Accommodation) The transportation, accommodation and tour itinerary to be provided under this contract are set out in detail as attached. An advertisement or promotional document may replace the recording of details under the previous paragraph and shall be deemed to form an integral part of this contract. But if it is clearly stated that it is provided solely for reference or that the content provided by a foreign travel agency has prevailing authority, its recording shall be null and void.

Clause 4: (Time and Place of Meeting and Departure) Party B will not assign any service personnel to accompany this tour. Party A shall make his own way to the airport or other designated place at or before _____ (time) on _____ (day) _____ (month) _____ (year), and shall handle his own exit procedures as requisite. However, if airline regulations require Party B to provide assistance therewith, Party B shall be bound to provide such assistance. If Party A is unable to depart as scheduled as a result of failing to arrive on time, and is unable to join the tour at a later point, Party A shall be deemed as having cancelled this contract, and Party B may exercise the right to claim compensation for loss in accordance with Clause 16 herein.

Clause 5: (The Price of the Tour and What it Includes) The total price of the tour is NT\$_____, which shall be paid by Party A in accordance with the following terms and conditions: (1) At the time of signing this contract, Party A shall pay a deposit of NT\$_____. (2) The balance of the price shall be paid in full three days before the scheduled departure or upon Party A's receipt of the passenger ticket(s) and accommodation voucher(s). The price of the tour paid by Party A under the preceding paragraph shall include the price of all air tickets and transportation, the price of hotel accommodation, and the price of all tour itinerary excursions that Party B is required to arrange under this contract. But if the two parties so agree, other items may also be included in the price.

Clause 6: (Effect of Failure to Pay for the Tour) If Party A, for reason for which he can be held responsible, fails to pay for the tour, Party B may cancel the contract and keep the deposit already paid by Party A. If Party B suffers other consequential loss, he may also claim compensation therefor.

Clause 7: (Tour Customer's Obligation to Cooperate) If some action by Party A is required in order for the tour to be fulfilled and Party A fails to take such action, Party B may set an appropriate time limit and inform Party A thereof. If Party A fails to take the requisite action within the time limit, Party B may terminate the contract and may claim compensation for any loss resulting from the termination.

Clause 8: (Increase or Reduction of Transportation Price) In the event that, after the travel contract has been entered into, the ticket price or fare for using any of the modes of transportation for conveying the customer as specified therein is adjusted upward or downward by more than ten percent above or below the ticket price or fare that was publicly announced prior to the concluding of the contract, Party A shall make up or Party B shall refund the difference in price as appropriate.

Clause 9: (Compulsory Insurance) Party B shall take out liability insurance and contract performance guarantee insurance as stipulated by the competent administrative authority. In the event that Party B has failed to take out insurance as specified in the preceding paragraph when a tour accident occurs or the contract can not be performed, Party B shall be liable to pay Party A three times the amount payable under the minimum insurance coverage stipulated by the competent administrative authority.

Clause 10: (Passport and Identification Inspection, and Reporting of Necessary Matters) Party B shall clearly inform Party A of the passport and visa requirements for this tour. Prior to the scheduled departure, Party B shall report to Party A on the status of Party A's airplane tickets, airplane seats, hotel reservations, and other necessary matters, and confirm the tour itinerary in writing. In the event that Party B fails to perform any of the aforementioned obligations, Party A may refuse to join the tour and cancel the contract, in which case Party B shall promptly refund all payments made by Party A.

Clause 11: (Impossibility of Performance due to Fault of Travel Agency) If, for any reason for which Party B can be held liable, it becomes impossible for Party A to engage in the tour activity, Party B shall, immediately upon becoming aware of the situation, promptly notify Party A thereof and of the reason therefor. Where Party B neglects to inform Party A as so stipulated, Party B shall be liable to compensate Party A with liquidated damages for breach of contract computed as the whole price of the tour. Where Party B informs Party A as so stipulated, the compensation that Party B is liable to pay to Party A as liquidated damages for breach of contract shall depend upon the length of time between the notification thereof to Party A and the scheduled date of departure, which shall be computed as follows: (1) Notification before 41 days prior to departure: 5 percent of the price of the tour as compensation. (2) Notification before 31 days prior to departure: 10 percent of the price of the tour as compensation. (3) Notification between 21 days to 30 days prior to departure: 20 percent of the price of the tour as compensation. (4) Notification between 2 days and 20 days prior to departure: 30 percent of the price of the tour as compensation. (5) Notification before 1 day prior to departure: 50 percent of the price of the tour as compensation. (6) Notification on or after the day of departure: 100 percent of the price of the tour as compensation. If Party A can prove that his loss exceeded the amounts as computed according to each sub-section of the preceding paragraph, he may claim compensation equivalent to his actual loss.

Clause 12: (Impossibility of Performance Due to no Fault of the Travel Agency) If the tour cannot be conducted owing to force majeure or reason for which Party B can not be held liable, Party B shall, immediately upon becoming aware of the situation, promptly notify Party A thereof and explain the reason therefor. Where Party B neglects to inform Party A as so stipulated, Party B shall be liable to compensate Party A for any consequent loss.

Clause 13: (Custody of Passport and Identification Documents) Party B shall exercise due and proper care

in the safekeeping of any passport, identification document, or other document entrusted to it by Party A for handling a visa application or travel procedure on his behalf. In the event that Party B loses or damages any of the said items, Party B shall take rectifying action and shall be liable to compensate Party A for any loss resulting therefrom.

Clause 14: (Tour Content Realization and Exceptions) Party B may not deviate from the terms of the contract in making arrangements for accommodation, transportation, tour itinerary, and so on as specified therein, except insofar as Party A has requested a change and Party B has agreed thereto, in which case Party A shall be liable to defray any additional cost arising therefrom. Except for the occurrence of any of the matters described in Clause 18 or Clause 20 of this contract, Party B may not alter the contract for any reason. If Party B fails to arrange the provision of meals, accommodation, transport or anything else according to the standard stipulated in this contract, Party A may claim compensation from Party B amounting to twice the difference in value as liquidated damages for breach of contract.

Clause 15: (Tourist Stranded Abroad due to the Fault of the Travel Agency) In the event that Party A is stranded abroad due to reason for which Party B can be held responsible, Party B shall be liable to defray the whole cost of meals, accommodation and other necessary expenditures incurred by Party A during the period of his being so stranded. Party B shall also as quickly as possible arrange tour activities in accordance with the scheduled itinerary or arrange for Party A to return home, and shall be liable to compensate Party A with liquidated damages for breach of contract computed as the total price of the tour divided by the total number of days of the tour and multiplied by the number of days of the stranding.

Clause 16: (Willful Cancellation of Contract by Tourist Prior to Departure) Party A may prior to the commencement of the tour activities inform Party B of his cancellation of this contract, in which case Party A shall reimburse Party B for any costs incurred by the latter in handling passport or identification matters on his behalf, and shall also compensate party B as follows: (1) Notification before 41 days prior to departure: 5 percent of the price of the tour as compensation. (2) Notification before 31 days prior to departure: 10 percent of the price of the tour as compensation. (3) Notification between 21 days to 30 days prior to departure: 20 percent of the price of the tour as compensation. (4) Notification between 2 days and 20 days prior to departure: 30 percent of the price of the tour as compensation. (5) Notification before 1 day prior to departure: 50 percent of the price of the tour as compensation. (6) Notification on or after the day of departure: 100 percent of the price of the tour as compensation.. If Party B can prove that his loss exceeded the amounts as computed according to the preceding paragraph, he may claim compensation equivalent to his actual loss.

Clause 17: (Cancellation of Contract by Reason of Law Prior to Departure) In the event that it is not possible to perform the whole or a part of this contract due to force majeure or a reason for which neither party can be held responsible, the contract may be cancelled in whole or in part without either party being liable to compensate the other for any loss resulting therefrom. Party B shall refund the balance of payment made by Party A after deducting the whole of any expenditures made on Party A's behalf and any other expenditures necessarily incurred in performance of the contract. However, each party shall be obliged, upon obtaining knowledge of the impossibility of performing a tour activity, to promptly inform the other party and explain the reason therefor; and shall be liable to compensate the other for any loss sustained as a consequence of failing to so inform him. To protect the safety and benefit of the tour to which this contract relates, after cancellation of a part of the contract in accordance with the provisions of the preceding paragraph, Party B shall make such necessary arrangements as are favorable to the tour.

However, if Party A does not agree thereto, he may refuse to comply, and shall be liable to defray any costs incurred as a necessary consequence thereof.

Clause 18: (Willful Termination of Contract by Tourist after Departure) If, after the commencement of a tour activity, Party A withdraws therefrom or is unable to participate in a tour item arranged by Party B, Party A may not claim reimbursement from Party B. However, if Party B is able to save or need not make an expenditure as a consequence of Party A's withdrawal from a tour activity, Party B shall reimburse such saving to Party A.

Clause 19: (Change in Itinerary, Meals and Accommodation, or Excursion Item During the Tour) In the event that, while participating in the tour itinerary arranged by Party B under this contract, Party A is unable to enjoy the fulfillment of the tour itinerary, accommodation, excursion or other item as specified in the contract due to force majeure or reason for which Party B is not responsible, Party B shall give the utmost attention of a good manager to providing necessary assistance.

Clause 20: (Attribution of Liability and Assistance) In the event that during the course of the tour Party A suffers any harm or loss while traveling by airplane, ship, train, MRT, cable car, motor vehicle, or any other form of public transport, for reasons for which Party B can not be held responsible, the operator of the transport service shall be directly liable to Party A for such harm or loss. Nevertheless, Party B shall give the utmost attention of a good manager to assisting Party A to deal with the situation.

Clause 21: (Other Items of Agreement) The two parties agree to abide by the following: (1) (2) If the items of agreement in the preceding paragraph constitute a change to the provisions of any other term or terms of this contract, they shall be invalid unless approved by the Tourism Bureau of the Ministry of Transportation and Communications, except insofar as they are favorable to Party A. Contracting Parties:

Party A: Address: Identification Number: Telephone or Fax: Party B (Company Name): Registration Number: Responsible Person: Address: Telephone or Fax: Countersignature of Travel Agency Sub-contracted by Party B: (The following items need not be filled in if this contract is a self-arranged travel product signed between a consolidated or Class-A travel agency and a tour customer.) (Company Name): Registration Number: Responsible Person: Address: Telephone or Fax: Date of Signing: _____Year _____Month _____Day (If not recorded, the date of payment of the deposit shall be deemed as the date of signing) Place of Signing: _____ (If not recorded, the place of residence of Party A shall be deemed as the place of signing)