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云南省旅游合同示范文本  
Yunnan Tourism Contract Model Text  
**境内旅游合同**  
**Domestic Travel Contract**  
(云南省外旅游用)  
(For tourism outside Yunnan Province)



旅行社服务质量监督电话: \_\_\_\_\_  
旅游质监执法机构投诉电话: 12301  
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Complaints from law enforcement agencies of tourism quality supervision: \_\_\_\_\_  
12301  
网络投诉: 云南旅游政务网 (http://www.ynta.gov.cn)  
Online complaints: Yunnan Tourism Administration Network  
( http://www.ynta.gov.cn )

云南省旅游发展委员会  
Yunnan Tourism Development Committee  
制定  
Formulate

云南省工商行政管理局  
Administration for Industry and Commerce of Yunnan Province  
2017 年4 月  
April 2017

# 第一部分 通用条款

## Part I General Conditions

### 第一条 合同使用说明

#### Article 1 Description of the Contract

1、本合同供云南省的组团旅行社（以下简称“组团社”）与旅游者签订省外包价旅游合同时使用。

1. This contract is for the use of travel agencies in Yunnan Province (hereinafter referred to as "travel agencies") and tourists to sign package tour contracts outside the province.

2、组团社应是在工商和市场监管机关注册登记，并取得旅行社业务经营许可证的旅行社或者经旅游行政管理部门备案的旅行社分支机构（分社和服务网点）。经备案的旅行社分支机构只能以旅行社名义与旅游者签订旅游合同。

2. The authorized travel agency shall be a travel agency registered with the industrial and commercial and market supervision authorities and has obtained a travel agency business license or a branch (branch and service outlet) of a travel agency registered with the tourism administration department. Branches of registered travel agencies can only sign travel contracts with tourists in the name of travel agencies.

3、凡旅游者不在旅行社营业场所签订合同，应注意核实旅行社业务代表的身份、授权委托书，以及营业执照、旅行社业务经营许可证副本或旅行社盖章的副本复印件。

3. Tourists who do not sign contracts at the business premises of the travel agency shall pay attention to verifying the identity of the business representative of the travel agency, the power of attorney, the copy of the business license, the copy of the business license of the travel agency or the copy of the seal of the travel agency.

4、组团社签订合同所加盖的印章，应为旅行社印章或合同专用章。

4. The seal affixed to the contract signed by the authorized travel agency shall be the seal of the travel agency or the special seal for the contract.

5、双方当事人应当自愿选择本合同条款所提供的选择项，或是自愿在空格处填写完整内容。

5. Both parties shall voluntarily choose the options provided in the terms of this contract, or voluntarily fill in the blanks.

6、经双方协商一致，组团社和旅游者可以书面形式对合同内容进行变更或者补充，但不得减轻或者免除应当由旅行社承担的责任。

6. By consensus of both parties, the authorized travel agency and tourists may change or supplement the contents of the contract in writing, but they shall not mitigate or exempt the responsibilities that should be borne by the travel agency.

### 第二条 双方权利义务

#### Article 2 Rights and Obligations of Both Parties

旅游者为甲方，组团社为乙方。双方的权利义务如下： 1、甲方的权利

The tourist is Party A and the travel agency is Party B. The rights and obligations of both parties are as follows: 1. Party A's rights

(1) 要求乙方按照合同及《旅游行程及服务标准》约定履行相关义务。

Party B is required to perform relevant obligations in accordance with the contract and the Travel Itinerary and Service Standards.

(2) 拒绝未经事先协商一致的转团、拼团行为。

Refuse the act of transferring or joining a group without prior consensus.

(3) 有权自主选择旅游产品和服务，有权拒绝乙方指定购物场所、安排参加另行付费旅游项目的行为，有权拒绝乙方的导游强迫或者变相强迫购物、参加另行付费旅游项目的行为。

Party B has the right to choose tourism products and services independently, to refuse Party B's designated shopping places and arrange to participate in other paid tourism projects, and to refuse Party B's tour guides' forced or disguised forced shopping and participation in other paid tourism projects.

(4) 在支付旅游费用时要求乙方出具发票。

Party B is required to issue an invoice when paying the travel expenses.

(5) 人格尊严、民族风俗习惯和宗教信仰得到尊重。

Human dignity, ethnic customs and religious beliefs are respected.

(6) 在人身、财产安全遇有危险时，有权请求乙方救助和保护；人身、财产受到损害的，有权依法获得赔偿。

Have the right to request Party B for rescue and protection in case of danger to personal and property safety; Those who suffer personal or property damage shall have the right to compensation according to law.

(7) 在合法权益受到损害时向有关部门投诉或者要求乙方协助索赔。

Complain to the relevant department or request Party B to assist in the claim when the legitimate rights and interests are damaged.

(8) 《中华人民共和国旅游法》、《中华人民共和国消费者权益保护法》和有关法律、

The Tourism Law of the People's Republic of China, the Law of the People's Republic of China on the Protection of Consumer Rights and Interests and other relevant laws,

法规赋予甲方的其他各项权利。2、甲

#### 方的义务

Other rights granted to Party A by laws and regulations. 2. Obligations of Party A

(1) 如实填写《旅游报名表》各项内容,告知与旅游活动相关的个人健康信息,并对其真实性负责,保证所提供的联系方式准确无误且能及时联系。

Fill in the contents of the Tourist Registration Form truthfully, inform the personal health information related to tourism activities, and be responsible for its authenticity to ensure that the contact information provided is accurate and timely.

(2) 按照合同约定支付旅游费用。

Pay the travel expenses according to the contract.

(3) 遵守法律、法规和有关规定,在旅游行程中不从事违法活动,不参与色情、赌博和涉毒活动。

Comply with laws, regulations and relevant provisions, do not engage in illegal activities during travel, do not participate in pornography, gambling and drug-related activities.

(4) 遵守公共秩序和社会公德,尊重旅游目的地风俗习惯、文化传统和宗教信仰,爱护旅游资源,保护生态环境,遵守《中国公民国内旅游文明行为公约》等文明行为规范。

Observe public order and social morality, respect the customs, cultural traditions and religious beliefs of tourist destinations, protect tourism resources, protect the ecological environment, and abide by civilized behavior norms such as the Convention on Civilized Behavior of Chinese Citizens in Domestic Tourism.

(5) 对国家应对重大突发事件暂时限制旅游活动的措施以及有关部门、机构或者旅游经营者采取的安全防范和应急处置措施予以配合。

To cooperate with the measures taken by the state to temporarily restrict tourism activities in response to major emergencies, as well as the safety precautions and emergency measures taken by relevant departments, institutions or tourism operators.

(6) 妥善保管自己的行李物品,随身携带现金、有价证券、贵重物品,不在行李中夹带。

Take good care of your own luggage and articles, carry cash, securities and valuables with you, and do not carry them in your luggage.

(7) 在旅游活动中或者在解决纠纷时,应采取措施防止损失扩大,不损害当地居民的合法权益;不干扰他人的旅游活动;不损害旅游经营者和旅游从业人员的合法权益,不采取拒绝上、下机(车、船)、拖延行程或者脱团等不当行为。

In tourism activities or in the settlement of disputes, measures should be taken to prevent the expansion of losses, not to damage the legitimate rights and interests of local residents; not to interfere with the tourism activities of others; Do not harm the legitimate rights and interests of tourism operators and tourism practitioners, and do not take improper actions such as refusing to get on or off the plane (vehicle, ship), delaying the journey or leaving the group.

(8) 自行安排活动期间,应当在自己能够控制风险的范围内选择活动项目,遵守旅游活动中的安全警示规定,并对自己的安全负责。

During the period of self-arranged activities, they should choose activities within the scope of their own risk control, abide by the safety warning regulations in tourism activities, and be responsible for their own safety.

#### 3、乙方的权利

##### 3. Rights of Party B

(1) 根据甲方的身体健康状况及相关条件决定是否接纳甲方报名参团。

Decide whether to accept Party A's application for participation in the tour according to Party A's physical condition and relevant conditions.

(2) 核实甲方提供的相关信息资料。

Verify the relevant information provided by Party A.

(3) 按照合同约定向甲方收取全额旅游费用。

Collect the full amount of travel expenses from Party A in accordance with the contract.

(4) 旅游团队遇紧急情况时,可以采取安全防范措施和紧急避险措施并要求甲方配合。

In case of emergency, the tour group may take safety precautions and emergency measures and require Party A to cooperate.

(5) 拒绝甲方提出的超出合同约定的不合理要求。

Reject Party A's unreasonable requirements beyond the contract.

(6) 要求甲方对在旅游活动中或者在解决纠纷时损害乙方合法权益的行为承担赔偿责任。

Require Party A to be liable for damages to Party B's legitimate rights and interests in tourism activities or in the settlement of disputes.

(7) 引导甲方健康、文明旅游,劝阻甲方违法和违反社会公德的行为。4、乙方的义

#### 务

Guide Party A to travel in a healthy and civilized manner, and dissuade Party A from violating laws and social morality. 4. Obligations of Party B

(1) 按照合同和《旅游行程及服务标准》为甲方提供服务, 不得擅自变更旅游行程安排。

Party B shall provide services for Party A in accordance with the Contract and the Travel Itinerary and Service Standards, and shall not change the travel itinerary without authorization.

(2) 向合格的供应商订购产品和服务。

Order products and services from qualified suppliers.

(3) 不以不合理的低价组织旅游活动, 诱骗甲方, 并通过安排购物或者另行付费旅游项目获取回扣等不正当利益。

Party B shall not organize tourism activities at unreasonable low prices, lure Party A, and obtain unfair benefits such as rebates by arranging shopping or paying separately for tourism projects.

(4) 根据甲方的要求可安排自由活动、自由购物时间, 但不得指定购物场所或带甲方进入指定的购物场所。

Party B may arrange free activities and free shopping time according to Party A's requirements, but shall not designate a shopping place or bring Party A into the designated shopping place.

(5) 在出团前如实告知具体行程安排和有关具体事项, 具体事项包括但不限于所到旅游目的地的重要规定、风俗习惯; 旅游活动中的安全注意事项和安全避险措施、甲方不适合参加旅游活动的情形; 乙方依法可以减免责任的信息; 应急联络方式以及法律、法规规定的其他应当告知的事项。

Before leaving the tour group, Party B shall truthfully inform Party B of the specific itinerary and relevant specific matters, including but not limited to the important regulations and customs of the tourist destination, the safety precautions and safety measures in the tourist activities, the circumstances in which Party A is not suitable to participate in the tourist activities, and the information that Party B may be exempted from liability according to law; Emergency contact information and other matters that should be notified as stipulated by laws and regulations.

(6) 按照合同约定, 为旅游团队安排符合《中华人民共和国旅游法》、《导游人员管理条例》规定的持证导游人员。

According to the contract, the licensed tour guides who meet the requirements of the Tourism Law of the People's Republic of China and the Regulations on the Administration of Tour Guides shall be arranged for the tour groups.

(7) 妥善保管甲方交其代管的证件、行李等物品。

Properly keep the certificates, luggage and other articles entrusted by Party A.

(8) 甲方人身、财产权益受到损害时, 应当采取合理必要的保护和救助措施, 避免甲方人身、财产权益损失扩大。

When Party A's personal and property rights and interests are damaged, Party A shall take reasonable and necessary protection and rescue measures to avoid the expansion of Party A's personal and property rights and interests.

(9) 积极协调处理旅游行程中的纠纷, 采取适当措施防止损失扩大。

Actively coordinate the handling of disputes in travel itineraries and take appropriate measures to prevent the expansion of losses.

(10) 向甲方提供发票。

Provide the invoice to Party A.

(11) 依法对甲方个人信息保密。

Party B shall keep Party A's personal information confidential in accordance with the law.

(12) 旅游行程中解除合同的, 应当协助甲方返回出发地或者甲方指定的合理地点。 **第三条 旅游业务委托**

If the contract is terminated during the travel, Party B shall assist Party A to return to the place of departure or the reasonable place designated by Party A. **Article 3 Entrustment of Tourism Business**

1、乙方根据甲方报名的旅游行程, 确定需要将旅游业务委托其他旅行社接待的, 应征得甲方书面同意。

1. If Party B determines to entrust other travel agencies to receive the travel business according to the travel itinerary registered by Party A, it shall obtain the written consent of Party A.

2、乙方将旅游业务委托给其他旅行社的, 受委托旅行社必须具备相应的经营资质, 并与受委托旅行社签订委托合同, 约定接待游客的各项服务安排及标准; 受委托旅行社违约的, 应承担违约责任; 给甲方权益造成损害的, 乙方应承担损害赔偿责任; 受委托旅行社故意或者过失造成甲方合法权益损害的, 应承担连带责任。

2. If Party B entrusts the travel business to other travel agencies, the entrusted travel agency must have the corresponding business qualifications, and sign an entrustment contract with the entrusted travel agency to stipulate the service arrangements and standards for receiving tourists; if the entrusted travel agency breaches the contract, it shall bear the liability for breach of contract; if it causes damage to Party A's rights and interests, Party B shall bear the liability for damages; If the entrusted travel agency causes damage to Party A's legitimate rights and interests intentionally or negligently, it shall bear joint and several liabilities.

#### **第四条 服务质量标准**

**Article 4 Service Quality Standard**

组团社组织旅游活动, 应向具有相应资质的合法供应商订购产品和服务。

When organizing tourism activities, travel agencies shall order products and services from legitimate suppliers with corresponding qualifications.

#### **第五条 旅游费用**

**Article 5 Travel expenses**

1、旅游费用包括：（1）交通费；（2）住宿费；（3）餐费（不含酒水费）；（4）旅游景区的第一道门票费；（5）旅行社服务费；（6）导游服务费；（7）其他旅游项目费用。2、旅游费用不包括：（1）旅游者投保的个人旅游保险费用；（2）合同未约定由旅行社支付的费用；（3）行程中发生的旅游者个人费用。

1. Travel expenses include: (1) transportation fee; (2) accommodation fee; (3) meal fee (excluding wine fee); (4) first entrance fee of tourist attractions; (5) travel agency service fee; (6) tour guide service fee; (7) other travel project fees. 2. Travel expenses do not include: (1) personal travel insurance expenses insured by tourists; (2) expenses not stipulated in the contract to be paid by the travel agency; (3) personal expenses incurred by tourists during the trip.

## 第六条 付款方式

### Article 6 Terms of Payment

1、签订合同时，甲方应向乙方支付全额旅游费用。

1. When signing the contract, Party A shall pay the full amount of travel expenses to Party B.

2、支付旅游费用时，乙方应向甲方出具发票。

2. When paying the travel expenses, Party B shall issue an invoice to Party A.

## 第七条 旅游安全保障

### Article 7 Tourism Safety Guarantee

1、乙方必须购买云南旅游组合保险，并保证所提供的接待服务达到相关旅游安全标准要求。

1. Party B must purchase Yunnan tourism portfolio insurance and ensure that the reception services provided meet the requirements of relevant tourism safety standards.

2、乙方应当提示甲方购买旅游人身意外保险及相关保险；甲方在旅游期间因自身身体状况或者其他意外因素发生人身伤害或财产损失的，按照已购买保险的相关条款处理。

2. Party B shall remind Party A to purchase travel personal accident insurance and related insurance; If Party A suffers from personal injury or property loss due to its own physical condition or other unexpected factors during the travel, it shall be dealt with in accordance with the relevant provisions of the purchased insurance.

## 第八条 合同变更

### Article 8 Contract Modification

1、旅游行程开始前，甲方可将合同中自身的权利义务转让给第三人，乙方非因正当理由不得拒绝，因此增加的费用由甲方和第三人承担。

1. Party A may transfer its own rights and obligations under the contract to a third party before the start of the travel itinerary, and Party B shall not refuse to do so without justified reasons, so the increased expenses shall be borne by Party A and the third party.

2、甲乙双方协商一致，可以书面形式变更合同约定的内容，并由双方签字、盖章确认，或由甲方与乙方委派的导游或经理、计调人员签字确认；由此增加的旅游费用及给对方造成的损失，由变更提出方承担；减少的旅游费用，乙方应当退还甲方。

2. Party A and Party B may change the contents agreed in the Contract in writing upon consensus through negotiation, and both parties shall sign and seal for confirmation, or the tour guide or manager, planning and dispatching personnel appointed by Party A and Party B shall sign for confirmation; the increased travel expenses and losses caused to the other party shall be borne by the party proposing the change; Party B shall refund the reduced travel expenses to Party A.

3、在出行前遇到不可抗力（指因自然原因和社会原因引起的，如自然灾害、战争、恐怖活动、动乱、骚乱、罢工、突发公共事件、政府行为等不能预见、不能避免并不能克服的客观情况），双方经协商可以取消行程或者延期出行。取消行程的，乙方向甲方退还旅游费用；乙方能够证明已向地接社或者履行辅助人支付且不可退还的费用的，乙方可部分或者全部免除责任。

3. In case of force majeure (referring to the objective circumstances caused by natural and social reasons, such as natural disasters, wars, terrorist activities, turmoil, riots, strikes, public emergencies, government actions and other unforeseen, unavoidable and insurmountable circumstances) before the trip, both parties may cancel the trip or postpone the trip through consultation. If the trip is cancelled, Party B shall refund the travel expenses to Party A; if Party B can prove that it has paid the non-refundable expenses to the local travel agency or the performance assistant, Party B may be exempted from liability in part or in whole.

4、在行程中因不可抗力导致无法履行或者继续履行合同的，乙方可以在征得甲方 50% 以上成员同意后，对相应内容予以变更；因情况紧急无法征求意见时，乙方可以决定内容的变更，但应当就作出的决定承担举证责任。

4. In case of failure to perform or continue to perform the contract due to force majeure during the trip, Party B may change the corresponding contents after obtaining the consent of more than 50% of Party A's members; If it is impossible to solicit opinions due to urgent circumstances, Party B may decide to change the content, but shall bear the burden of proof for the decision made.

5、因不可抗力或特殊原因需更换导游人员的，需及时告知甲方。

5. If the tour guide needs to be replaced due to force majeure or special reasons, Party A shall be informed in a timely manner.

## 第九条 合同解除

### Article 9 Termination of the Contract

1、甲方在行程开始前 7 日以上（含 7 日）提出解除合同的，乙方应当向甲方退还

1. If Party A proposes to terminate the contract more than 7 days (including 7 days) before the start of the trip, Party B shall return it to Party A.

全额旅游费用；甲方在行程开始前7日内和行程中解除合同的，按下列标准扣除必要的费用：

Full travel costs; If Party A terminates the contract within 7 days before or during the journey, the necessary expenses shall be deducted according to the following standards:

- (1) 行程开始前6日(含6日,下同)至4日,按旅游费用总额的20%。

From 6 days (including 6 days, the same below) to 4 days before the start of the trip, according to 20% of the total travel expenses.

- (2) 行程开始前3日至1日,按旅游费用总额的40%。

From 3 to 1 days before the start of the trip, 40% of the total travel expenses will be charged.

- (3) 行程开始当日,按旅游费用总额的60%。

On the day of the start of the trip, 60% of the total travel expenses.

- (4) 在行程中解除合同的,必要的费用扣除标准为。

If the contract is terminated during the journey, the necessary deduction standard is.

旅游费用 $\times 60\% + (\text{旅游费用} - \text{旅游费用} \times 60\%) \div \text{旅游天数} \times \text{已经出游的天数}$ 。如乙方按上述约定比例扣除的必要费用低于实际发生的费用,甲方按照乙方实际

Travel expenses  $\times 60\% + (\text{travel expenses} - \text{travel expenses} \times 60\%) \div \text{travel days} \times \text{days already traveled}$ . If the necessary expenses deducted by Party B according to the above agreed proportion are lower than actual expenses incurred, Party A shall, according to the actual situation of Party B,发生的费用支付,但最高额不应超过旅游费用总额。乙方扣除必要的费用后,应当在解除合同通知到达日起5个工作日内为甲方办结退款手续。

The expenses incurred shall be paid, but the maximum amount shall not exceed the total amount of travel expenses. After deducting the necessary expenses, Party B shall complete the refund formalities for Party A within 5 working days from the date of arrival of the notice of termination of the contract.

2、乙方在行程开始前7日以上(含7日)提出解除合同的,应向甲方退还全额旅游费用;乙方在行程开始前7日以内提出解除合同的,应向甲方退还已收取的全部旅游费用,并按下列标准向甲方承担违约责任:

2. If Party B proposes to terminate the contract more than 7 days (including 7 days) before the start of the trip, Party B shall refund the full amount of the travel expenses to Party A; if Party B proposes to terminate the contract within 7 days before the start of the trip, Party B shall refund all the travel expenses collected to Party A and assume the liability for breach of contract to Party A according to the following standards:

- (1) 出发前6日(含6日,下同)至4日,支付旅游费用总额10%的违约金。

From 6 days (including 6 days, the same below) to 4 days before departure, 10% of the total travel expenses shall be paid as liquidated damages.

- (2) 出发前3日至1日,支付旅游费用总额15%的违约金。

Pay liquidated damages of 15% of the total travel expenses from 3 to 1 days before departure.

- (3) 出发当日,支付旅游费用总额20%的违约金。

On the day of departure, 20% of the total travel expenses will be paid as liquidated damages.

如按上述比例支付的违约金不足以赔偿甲方的实际损失,乙方应当按实际损失对甲方予以赔偿,并在解除合同通知到达日起5个工作日内为甲方办结退款手续。

If the liquidated damages paid according to the above proportion are insufficient to compensate for the actual losses of Party A, Party B shall compensate Party A according to the actual losses and complete the refund procedures for Party A within 5 working days from the date of arrival of the notice of termination of the contract.

3、甲方有下列情形之一的,乙方可以解除合同:

3. Party B may terminate the Contract under any of the following circumstances:

- (1) 患有传染病等疾病,可能危害其他旅游者健康和安全的。

Those who suffer from infectious diseases and other diseases that may endanger the health and safety of other tourists.

- (2) 携带危害公共安全的物品且不同意交有关部门处理的。

Carrying articles that endanger public safety and refusing to hand them over to the relevant departments for disposal.

- (3) 从事违法或者违反社会公德的活动。

Engaging in activities that violate the law or social morality.

- (4) 从事严重影响其他旅游者权益的活动,且不听劝阻、不能制止的。

Engaging in activities that seriously affect the rights and interests of other tourists, and failing to listen to dissuasion and stop them.

- (5) 法律规定的其他情形。

Other circumstances prescribed by law.

因前款情形解除合同的,乙方应在扣除必要的费用后,将余款退还甲方;给乙方造成损失的,甲方应当依法承担赔偿责任。

If the Contract is terminated due to the circumstances specified in the preceding paragraph, Party B shall return the balance to Party A after deducting the necessary expenses; If any loss is caused to Party B, Party A shall be liable for compensation in accordance with the law.

4、因不可抗力或者乙方、履行辅助人已尽合理注意义务仍不能避免的事件,影响旅游行程的,按照下列情形处理:

4. If the travel itinerary is affected by force majeure or unavoidable events that Party B and the performance assistant have done their duty of reasonable care, the following circumstances shall apply:

(1) 合同不能继续履行的,甲乙双方均可解除合同。合同不能完全履行的,乙方向甲方作出说明,甲方同意变更的,可以在合理范围内变更合同;甲方不同意变更的,

If the Contract cannot be performed continuously, both parties may terminate the Contract. If the contract cannot be fully performed, Party B shall make an explanation to Party A, and if Party A agrees to the change, the contract may be changed within a reasonable range; Where Party A does not agree to the change,

可以解除合同。

The contract can be terminated.

(2) 合同解除的,乙方应当在扣除已向地接社或者履行辅助人支付且不可退还的费用后,将余款退还甲方;合同变更的,因此增加的费用由甲方承担,减少的费用退还甲方。

If the Contract is terminated, Party B shall return the balance to Party A after deducting the non-refundable fees paid to the local travel agency or the performance assistant; If the contract is changed, the increased expenses shall be borne by Party A, and the reduced expenses shall be returned to Party A.

(3) 危及甲方人身、财产安全的,乙方应采取相应的安全措施,因此支出的费用,由甲乙双方分担。

If the personal and property safety of Party A is endangered, Party B shall take corresponding safety measures, and the expenses incurred therefrom shall be shared by Party A and Party B.

(4) 造成甲方滞留的,乙方应当采取相应的安置措施。因此增加的食宿费用,由甲方承担;增加的返程费用,由甲乙双方分担。

If Party A is detained, Party B shall take corresponding resettlement measures. The increased board and lodging expenses shall be borne by Party A; The increased return expenses shall be shared by Party A and Party B.

5、旅游行程中解除合同的,乙方应当协助甲方返回出发地或者甲方指定的合理地点,费用由甲方承担。由于乙方或者履行辅助人的原因导致合同解除的,返程费用由乙方承担。

5. If the contract is terminated during the travel, Party B shall assist Party A to return to the place of departure or the reasonable place designated by Party A, and the expenses shall be borne by Party A. If the contract is terminated due to the reasons of Party B or the performance assistant, the return expenses shall be borne by Party B.

## 第十条 违约责任

### Article 10 Liability for Breach of Contract

#### 1、甲方违约责任

##### 1. Party A's liability for breach of contract

(1) 甲方因不听从乙方及其导游的劝告、提示而影响团队行程,给乙方造成损失的,应当承担相应的赔偿责任。

Party A shall bear the corresponding liability for compensation if Party A does not follow the advice and tips of Party B and its tour guide and affects the group's itinerary and causes losses to Party B.

(2) 甲方超出本合同约定的内容进行个人活动所造成的损失,由其自行承担;在旅游期间甲方擅自脱团的,乙方与其合同关系自动终止,未发生的费用不退。

Party A shall be solely liable for the losses arising from its personal activities beyond the scope of this Contract; If Party A leaves the tour group without authorization during the tour, the contractual relationship between Party B and Party B shall be automatically terminated, and the expenses not incurred shall not be refunded.

(3) 由于甲方的过错,使乙方、履行辅助人、旅游从业人员或者其他旅游者遭受损害的,甲方应当赔偿损失。

Party A shall compensate Party B, performance assistants, tourism practitioners or other tourists for any damage caused by Party A's fault.

(4) 甲方在旅游活动中或者在解决纠纷时,应采取措施防止损失扩大,否则应当就扩大的损失承担相应的责任。

Party A shall take measures to prevent the loss from expanding in the tourism activities or in the settlement of disputes, otherwise it shall bear the corresponding responsibility for the expanded loss.

(5) 甲方违反安全警示规定,或者对国家应对重大突发事件暂时限制旅游活动的措施、安全防范和应急处理措施不予配合,造成乙方损失的,应当依法承担相应责任。

If Party A violates the safety warning regulations, or does not cooperate with the national measures to temporarily restrict tourism activities, safety precautions and emergency measures to deal with major emergencies, resulting in losses to Party B, Party A shall bear corresponding responsibilities according to law.

(6) 由于甲方自身原因导致本合同不能履行,造成甲方人身损害、财产损失的,由其自行承担。

Party A shall bear the personal injury and property loss caused by the failure to perform the Contract due to its own reasons.

(7) 甲方在自行安排活动期间人身、财产权益受到损害的,乙方在事前已尽到必要警示说明义务且事后已尽到必要救助义务的,由其自行承担。

If Party A's personal and property rights and interests are damaged during the activities arranged by Party A, Party B shall bear the damage if Party B has fulfilled the necessary warning and explanation obligations in advance and has fulfilled the necessary rescue obligations afterwards.

#### 2、乙方违约责任

##### 2. Party B's liability for breach of contract

(1) 乙方不履行合同义务或者履行合同义务不符合约定的,应当依法承担继续履行、采取补救措施或者赔偿损失等违约责任;造成甲方人身损害、财产损失的,应当依

If Party B fails to perform the contractual obligations or the performance of the contractual obligations does not conform to the agreement, it shall bear the liability for breach of contract such as continuing to perform, taking remedial measures or compensating for losses according to law; Where personal injury or property loss is caused to Party A, Party B shall, in accordance with the provisions of the Law of the People's Republic of China,

法承担赔偿责任。

The law is liable for compensation.

(2) 乙方具备履行条件, 经甲方要求仍拒绝履行合同乙方向甲方支付旅游费用总额 30% 的违约金, 造成甲方人身损害、滞留等严重后果的, 甲方还可以要求乙方支付旅游费用 1 倍以上 3 倍以下的赔偿金。

If Party B refuses to perform the contract even though Party B has the conditions for performance, Party B shall pay Party A liquidated damages of 30% of the total travel expenses, causing serious consequences such as personal injury and detention of Party A, Party A may also require Party B to pay compensation of more than one time and less than three times of the travel expenses.

(3) 在甲方自行安排活动期间, 乙方未尽到安全提示、救助义务的, 应当对甲方的人身损害、财产损失承担相应责任。

If Party B fails to fulfill the obligations of safety warning and rescue during the activities arranged by Party A, Party B shall be liable for personal injury and property loss of Party A.

(4) 乙方根据甲方的具体要求安排旅游行程, 与甲方订立旅游合同的, 甲方请求变更旅游行程安排, 因此增加的费用由甲方承担, 减少的费用退还甲方。

If Party B arranges the travel itinerary according to the specific requirements of Party A and concludes a travel contract with Party A, and Party A requests to change the travel itinerary, the increased expenses shall be borne by Party A, and the reduced expenses shall be returned to Party A.

(5) 未经甲方同意, 乙方擅自将甲方转团、拼团、转委托的, 或是乙方将不同游览行程、不同服务标准、不同价格的旅游者合并同一团队的, 应向甲方支付旅游费用总额 25% 的违约金; 甲方解除合同的, 乙方还应向未随团出行的旅游者退还全部旅游费用, 向已随团出行的旅游者退还尚未发生的旅游费用。

Without the consent of Party A, Party B shall pay Party A liquidated damages of 25% of the total travel expenses if Party B transfers, combines or entrusts Party A, or if Party B merges tourists with different itineraries, different service standards and different prices into the same group; If Party A terminates the contract, Party B shall also refund all the travel expenses to the tourists who have not traveled with the group, and refund the travel expenses not yet incurred to the tourists who have traveled with the group.

(6) 在同一旅游行程中, 乙方提供相同服务, 因甲方的年龄、职业等差异增收费用的, 乙方应退还增收的费用。

In the same travel itinerary, if Party B provides the same service and the fees are increased due to Party A's age, occupation and other differences, Party B shall refund the increased fees.

(7) 因乙方原因造成甲方未能乘坐预定的公共交通工具的, 乙方应赔偿甲方的直接经济损失, 并支付直接经济损失 20% 的违约金。

If Party A fails to take the scheduled public transport due to Party B's reasons, Party B shall compensate Party A for its direct economic losses and pay 20% of the direct economic losses as liquidated damages.

(8) 乙方安排的旅游项目低于合同约定标准的, 乙方应退还甲方合同金额与实际花费的差额, 并支付与退还费用同额的违约金。

If the tourism project arranged by Party B is lower than standard agreed in the contract, Party B shall refund the difference between the contract amount and the actual cost to Party A, and pay the liquidated damages of the same amount as the refund.

(9) 因乙方选择的接待旅行社、旅游景区、酒店、餐馆、旅游汽车、娱乐活动经营单位等旅游辅助服务者的原因, 造成安排的旅游项目与合同不符, 乙方应退还甲方合同金额与实际花费的差额, 并支付与退还费用同额的违约金。

If the arranged tourism items are inconsistent with the contract due to the reasons of the reception travel agencies, tourist attractions, hotels, restaurants, tourist buses, entertainment business units and other tourism auxiliary service providers selected by Party B, Party B shall refund the difference between the contract amount and the actual cost of Party A, and pay the liquidated damages of the same amount as the refund.

(10) 乙方委派的导游人员未按照国家、旅游行业或地方标准提供导游服务, 乙方应向甲方支付旅游费用总额 3% 的违约金; 委派的导游人员达不到约定等级的, 乙方应向甲方支付旅游费用总额 5% 的违约金; 非因不可抗力及特殊原因更换导游人员不通知甲方的, 乙方应向甲方支付旅游费用总额 2% 的违约金, 若更换导游后降低星级标准的, 按前款处理。

If the tour guide appointed by Party B fails to provide tour guide services in accordance with the national, tourism industry or local standards, Party B shall pay Party A liquidated damages of 3% of the total travel expenses; if the appointed tour guide fails to reach the agreed level, Party B shall pay Party A liquidated damages of 5% of the total travel expenses; If the tour guide is replaced without notice to Party A not due to force majeure or special reasons, Party B shall pay Party A a penalty of 2% of the total travel expenses. If the star standard is lowered after the tour guide is replaced, it shall be handled according to the preceding paragraph.

(11) 乙方及其委派的导游人员违反合同约定, 乙方应按下述标准承担责任:

If Party B and the tour guide appointed by Party B violate the contract, Party B shall be liable according to the following standards:

① 擅自增加旅游消费项目, 费用由乙方承担。

① Party B shall bear the expenses for increasing the tourism consumption items without authorization.

② 擅自缩短游览时间、遗漏旅游景点、减少旅游服务项目的, 乙方应退还未完成约定旅游服务项目的费用, 并支付与退还费用同额的违约金; 遗漏无门票景点的, 每遗

② If Party B shortens the tour time, omits the tourist attractions or reduces the tourism service items without authorization, Party B shall refund the fees for the uncompleted tourism service items and pay the liquidated damages of the same amount as the refunded fees; Omission of scenic spots without tickets, each missing



漏一处乙方向甲方支付旅游费用总额 5% 的违约金。

Party B shall pay Party A liquidated damages equal to 5% of the total travel expenses.

③擅自中止对甲方提供住宿、用餐、交通等旅游服务的，应当负担甲方在被中止旅游服务期间所订的同等级别的住宿、用餐、交通等必要费用，并向甲方支付旅游费用总额 30% 的违约金。

③ In case of unauthorized suspension of the provision of accommodation, meals, transportation and other travel services to Party A, Party B shall bear the necessary expenses for accommodation, meals, transportation and other expenses of the same level ordered by Party A during the period of suspension of travel services, and pay Party A penalty of 30% of the total travel expenses.

### 第十一条 减轻或免除责任

Article 11 Mitigation or Exemption of Liability

1、乙方能够证明在旅游质量问题发生之前已采取以下措施的，应减轻或免除责任：

1. If Party B can prove that the following measures have been taken before the occurrence of tourism quality problems, the liability shall be mitigated or exempted:

(1) 旅游质量和安全状况已给予充分说明、提醒、劝诫、警告或事先说明。

The quality and safety of tourism have been fully explained, reminded, admonished, warned or explained in advance.

(2) 所发生的违约问题非乙方责任或无法预知或已采取了预防性措施。

Party B is not responsible for the breach of contract, or the breach of contract cannot be predicted, or preventive measures have been taken.

(3) 质量问题的发生全部或部分是由于甲方自身的过错。

The occurrence of quality problems is wholly or partly due to the fault of Party A.

(4) 质量问题发生后，乙方及时采取了妥善处理措施。

After the occurrence of quality problems, Party B has taken appropriate measures in a timely manner.

2、乙方不履行合同或者履行合同不符合约定时，甲方应配合采取适当措施防止损失的扩大，因防止损失扩大而支出的合理费用，由乙方承担；甲方未配合采取适当措施致使损失扩大的，乙方不应就扩大的损失承担赔偿责任。

2. If Party B fails to perform the contract or the performance of the contract does not conform to the agreement, Party A shall cooperate to take appropriate measures to prevent the expansion of the loss, and the reasonable expenses incurred by preventing the expansion of the loss shall be borne by Party B; If Party A fails to cooperate and take appropriate measures, resulting in the expansion of losses, Party B shall not be liable for the expanded losses.

### 第十二条 解决争议的方法

Article 12 Method of Dispute Resolution

1、在本合同履行中发生争议时，双方可协商解决，或向旅游合同签订地或乙方所在地的旅游质监执法机构投诉；需要立即制止、纠正乙方的损害行为的，可向损害行为发生地的旅游质监执法机构投诉。

1. In case of any dispute arising from the performance of this Contract, both parties may settle it through negotiation, or complain to the tourism quality inspection law enforcement agency in the place where the travel contract is signed or where Party B is located; If it is necessary to stop and correct Party B's damage immediately, it may complain to the law enforcement agency of tourism quality inspection in the place where the damage occurs.

2、本合同履行过程中发生争议，由双方协商解决；亦可向合同签订地的旅游质监执法机构申请调解。协商或者调解不成的，按下列第\_\_\_\_\_种方式解决：

2. Any dispute arising from the performance of the Contract shall be settled by both parties through negotiation; They can also apply for mediation from the law enforcement agencies of tourism quality supervision in the place where the contract is signed. In case no settlement can be reached through consultation or mediation, the following provisions shall apply Two ways to solve:

(1) 就近到基层司法所（乡镇）人民调解室调解。

Go to the people's mediation room of the grass-roots judicial office (township) to mediate.

(2) 提交\_\_\_\_\_仲裁委员会仲裁。

Submission Arbitration by the Arbitration Commission.

(3) 依法向人民法院起诉。

Bring a suit to the people's court according to law.

### 第十三条 补充协议

Article 13 Supplementary Agreement

本合同生效后，双方未约定的事宜，可以签订补充协议，补充协议与本合同具有同等法律效力。

After the Contract comes into effect, both parties may sign a supplementary agreement for matters not agreed upon, and the supplementary agreement shall have the same legal effect as the Contract.

### 第十四条 合同生效

Article 14 Effectiveness of the Contract

本合同自双方签字盖章，且全额支付旅游费用之日起生效。本合同一式两份，双方各持一份，具有同等法律效力。

This contract shall come into force upon the date of signature and seal by both parties and full payment of the travel expenses. The Contract is made in duplicate, one for each party, with the same legal effect.

## 第二部分 专用条款

## Part II Special Terms and Conditions

甲方（旅游者）

Party A (tourist)

旅游者或旅游团代表：\_\_\_\_\_（参团名单表如下）身份证

件号码: \_\_\_\_\_

联系电话: \_\_\_\_\_

紧急联系人姓名及电话: \_\_\_\_\_

Tourists or representatives of tour groups: (The list of participants is as follows)

ID card number:

Contact number:

Name and phone number of emergency contact:

### 参团名单表

## List of participants

团 号 Regiment Number					
参团人数 Number of participants		合计_____人。其中，男：_____人，女：_____人；减免费用的未成年人：_____人。 Totally People. Among them, male: Person, female: People Minors with reduced fees:			
姓 名 Last name Name	性别 Gender	年龄 Age	身份证号码 ID card number	联系电话 Contact number	个人健康信息 Personal health information

备注：①“个人健康信息”栏填写旅游者是否有身体残疾、精神疾病、高血压、心脏病等健

Remarks: ① Fill in whether the tourist has physical disability, mental illness, hypertension, heart disease, etc. In the column of "Personal Health Information".

康受损病症、病史，是否为妊娠期妇女；②此页不够可加页。  
Health impairments, medical history, whether pregnant women; ② This page is not enough to add pages.

乙方(组团社)

Party B (travel agency)

组团社名称: \_\_\_\_\_

等级: \_\_\_\_\_ 业务经营许可证号: \_\_\_\_\_

Name of the association: \_\_\_\_\_

Leve: \_\_\_\_\_ Business License No.: \_\_\_\_\_

住所地: \_\_\_\_\_

法定代表人(负责人): \_\_\_\_\_

联系电话: \_\_\_\_\_

Domicile: \_\_\_\_\_

Legal representative (person in charge): \_\_\_\_\_

Contact number: \_\_\_\_\_

甲乙双方本着平等协商的原则,根据《中华人民共和国旅游法》、《旅行社条例》、《最高人民法院关于审理旅游纠纷案件适用法律若干问题的规定》、《旅行社服务质量赔偿标准》等法律法规规章,现就甲方参加乙方组织的境内旅游事项达成如下协议。

Based on the principle of equal consultation and in accordance with the Tourism Law of the People's Republic of China, the Regulations on Travel Agencies, the Provisions of the Supreme People's Court on Several Issues Concerning the Application of Law in the Trial of Tourism Dispute Cases, the Compensation Standards for Service Quality of Travel Agencies and other laws, regulations and rules, Party A and Party B hereby reach the following agreement on Party A's participation in the domestic tourism organized by Party B.

第一条 通用条款效力

Article 1 Validity of General Terms

甲乙双方在签订本合同前,乙方已向甲方介绍《第一部分 通用条款》的内容,双方同意将其列为合同组成部分。

Before signing the Contract, Party B has introduced the contents of Part I General Terms to Party A, and both parties agree to include it as an integral part of the Contract.

第二条 成团人数

Article 2 Number of people in a group

本次旅游活动约定人数为\_\_\_\_\_。

The agreed number of people for this tourism activity is \_\_\_\_\_.

第三条 旅游费用

Article 3 Travel expenses

1、旅游费用总额: \_\_\_\_\_元(大写: \_\_\_\_\_)。

其中:(1) 成年人: \_\_\_\_\_元/人,共 \_\_\_\_\_人,合计: \_\_\_\_\_元

1. Total travel expenses: \_\_\_\_\_ yuan (in words: \_\_\_\_\_)。

Of which: (1) Adults: \_\_\_\_\_ yuan/person, total \_\_\_\_\_ People, total: \_\_\_\_\_ yuan

(2) 未成年人: \_\_\_\_\_元/人,共 \_\_\_\_\_人,合计: \_\_\_\_\_元

Minors: \_\_\_\_\_ yuan/person, total \_\_\_\_\_ People, total: \_\_\_\_\_ yuan

(3) 导游服务费: \_\_\_\_\_元/人,共 \_\_\_\_\_人,合计: \_\_\_\_\_元

2、付款方式为\_\_\_\_\_。

Tour guide service fee: \_\_\_\_\_ yuan/person, total \_\_\_\_\_ People, total: \_\_\_\_\_ yuan 2. The payment method is \_\_\_\_\_。

(1) 现金支付;(2) 转帐。

Cash payment; (2) Transfer.

组团社户名: \_\_\_\_\_ 开户银行: \_\_\_\_\_

帐号: \_\_\_\_\_

Account name of the travel agency: \_\_\_\_\_

Bank of deposit: \_\_\_\_\_

Account Number: \_\_\_\_\_

第四条 业务委托

Article 4 Business Entrustment

1、对甲方的委托,按第\_\_\_\_\_项处理:

1. For the entrustment of Party A, according to No. \_\_\_\_\_ Item processing:

(1) 乙方需要将本合同旅游业务委托其他旅行社,甲方是否同意: \_\_\_\_\_ (同

意或者不同意) 委托。

If Party B needs to entrust the travel business of the Contract to other travel agencies, does Party A agree:

Agree

or disagree with the entrustment.

委托接待旅行社名称: \_\_\_\_\_ 等级: \_\_\_\_\_

Name of entrusted reception travel agency: \_\_\_\_\_

Leve: \_\_\_\_\_

(2) 本合同约定的旅游业务,由乙方独立完成,乙方不得再委托其他旅行社。

The travel business agreed in this Contract shall be completed by Party B independently, and Party B shall not entrust any other travel agency.

第五条 合同解除

Article 5 Termination of the Contract

1、乙方解除合同时,甲方同意乙方在保证所约定的旅游服务内容和标准不变的前提下,按下列第\_\_\_\_\_项处理:

1. When Party B rescinds the Contract, Party A agrees that Party B shall, on the premise that the contents and standards of the agreed tourism services remain unchanged, follow the following steps: \_\_\_\_\_ Item processing:

(1) 另行签订合同改期出团;

Sign another contract to reschedule the tour;

(2) 由甲方自愿与乙方推荐的其他旅行社另行签订合同。

Party A shall voluntarily sign a separate contract with other travel agencies recommended by Party B.

2、解除合同，按照本合同《第一部分 通用条款》第九条承担违约责任。  
2. If the contract is rescinded, it shall be liable for breach of contract in accordance with Article 9 of Part I General Terms of the contract.

第六条 旅游行程及服务标准  
Article 6 Travel Itinerary and Service Standard

团号 Group number		人数 Number of people	共_____人。其中,男:_____人,女:_____人,未成年人:_____人。 A total of _____ People. Among them, male: _____ Person, female: _____ Person, minor: _____ People.				
行程时间 Travel time	年 月 日至 年 月 日, 共计: 天 夜 Year Month Day solstice Year Month Days, total: God Nig ht			旅行社产品类型 Travel agency product type			
旅游行程及服务等级 Travel Itinerary and Service Level							
日期 Date	旅游景区/等级 Tourist attraction/grade /游览时间 /Tour time	旅游汽车 A tour bus	住宿地点/酒店名称 /等级 Accommodation/Hotel Name/Class	餐馆 Restaurant	娱乐项目 Entertainment items	接待旅行社 Reception travel agency	导游人员/联系电话 Tour guide/contact number

旅游费用 Travel expenses		合计: _____元 (大写 _____)。 Total: _____ yuan (in words) _____)。					
其他约定 Other agreements							
备 注 Ready Note	1、“其他约定”栏可填写餐饮、住房等特殊需求及相关事项。 1. In the column of "other agreements", special needs such as catering, housing and related matters can be filled in. 2、具体航班信息、住宿酒店名称、地址及联系电话等不能确定要素，须于出发前告知旅游者。 2. Specific flight information, hotel name, address and telephone number and other uncertain elements must be informed to tourists before departure.						

甲方（旅游者或旅游团代表）签字：\_\_\_\_\_ 身份证件号码：\_\_\_\_\_

其他旅游者签字：\_\_\_\_\_

Signature of Party A (tourist or tour group representative): \_\_\_\_\_ ID No.: \_\_\_\_\_  
Signature of other tourists: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

乙方（组团社）盖章：  
Seal of Party B (travel agency):

法定代表人（代理人）签字：\_\_\_\_\_  
Signature of legal representative (agent):

\_\_\_\_年\_\_\_\_月\_\_\_\_日  
Year Month Day