

# 出境旅游接待合同

## Outbound Travel Service Contract

合同编号 Contract No: 20180620

本出境旅游接待合同由以下双方于2018年06月19日签订:

This Outbound Travel Service Contract is entered into by the following parties on 19.06.2018:

四川众信国际旅行社有限公司, 系依照中华人民共和国法律设立的法人, 依法享有组织中国公民出国旅游的经营权, 注册地址在 成都市锦江区东御街19号茂业天地2801号, 电话: 028-61302808, 传真: 028-61301556 (下称“甲方”):

SICHUAN UTOUR INTERNATIONAL TRAVEL SERVICE CO., LTD. International Travel Agency Limited, a company incorporated under the laws of the People's Republic of China and entitled to organize outbound tourism for Chinese citizens with registered address at Room 1909, times8, No68, Zhiquan section of east Avenue, jinjiang dist, Chengdu 610061 China:  
Tel: 028-61302808; Fax: 028-61301556 ("Party A").

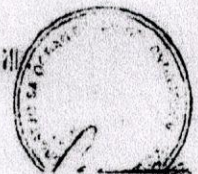
飞翔黑山旅行社有限公司 (以下称乙方), 系依照黑山共和国法律设立的公司, 具有接待中国公民来本国旅游的经营资格, 总部设在 黑山共和国波德戈里察 Džordža Vasiingtona 大街98号 Capital 大厦外交大楼 81000 (下称“乙方”),  
电话: +38267070888

Fly Montenegro Travel (hereinafter referred to as Party B), a company established according to the laws of Montenegro, having the operational qualification of Chinese citizens traveling in its country and its headquarters at Capital Plaza, Diplomatic Tower, Boulevard Džordža Vasiingtona No.98, 81000 Podgorica, Montenegro.  
Tel: +38267070888

甲、乙双方本着平等互利的原则, 经友好协商, 就组织、接待中国公民前往向中国公民开放旅游的国家/地区旅游事宜, 明确双方的权利义务, 订立本合同。

Upon friendly consultation, both parties reach this contract in respect to provision outbound tourism services to Chinese citizens as follows:

第一条 甲方同意将组织成行的旅游团交由乙方接待, 乙方同意按照双方确认的接待标准安排旅游团的旅行游览活动。



Party A agreed to employ Party B to provide tourism services to tourism groups organized by Party A. Party B agreed to provide such services according to the arrangements confirmed by both parties.

第二条 甲方应在旅游团进入目的地国境之日 20 天前向乙方预报团队信息；乙方应当在接到甲方预报后 2 个工作日内予以回复。甲方应当在旅游团进入目的地国境之日前 5 个工作日内，以书面形式向乙方提供下列资料：

Party A shall notify Party B preliminary group information 20 days prior to the planned arrival date; Party B shall respond to Party A within 2 working days after receipt of the notice. Party A shall provide following detailed information in writing to Party B 5 days prior to the planned arrival date:

1. 接待标准; Accommodation Standard;
2. 游程安排; Itinerary;
3. 旅游者名单 (含姓名、性别、出生年月、职业、国籍、证件名称、号码); Tourist Details
4. 所需房间数; Rooms Needed
5. 入境航班或车次; Flight Information

乙方应按上述要求向甲方做出报价。上述信息和乙方的报价经双方确认后作为执行该次旅行的标准。如果甲方取消该旅行团，应在旅行团发团 14 天前通知乙方，以便乙方进行相应安排。如果在 14 天内通知，甲方应支付团费的 50% 作为补偿。

Party B shall provide fee quotation to Party A based on the above information. Both parties, upon confirmation of the aforesaid, shall perform relevant trips accordingly. Party A shall notify Party B 14 days prior to departure date in case of cancellation. Otherwise, 50% of the group fees shall be paid to Party B as compensation.

甲方应保证旅行团成员持有前往目的地国家和地区的有效护照和签证。

Party A shall be responsible for validity of tourist's passport and visa.

第三条 除非双方另有约定，甲方应当在旅游团回国之后一个月，用电汇方式把旅游团的全部旅行费用汇入乙方帐户。

Unless otherwise agreed, Party A shall, one month after the return of the tour group, remit all the travel expenses of the tour group to party B's account by telegraphic transfer.

开户银行 BANK NAME: Crnogorska Komercijalna Banka AD Podgorica



银行帐号 ACCOUNT NO: ME2551000000008940239

银行地址 BANK ADDRESS: Atlas Capital Center, 81000 Podgorica Montenegro

帐户名称 ACCOUNT NAME: Fly Montenegro Travel DOO

Swift Code: CKBCMEPG

如果甲方未能按本合同规定支付相关款项, 每逾期一日, 应向乙方支付未付款项的千分之一作为违约金, 并赔偿乙方的其他损失。

In case of any delay in the above payment, Party A shall pay 0.1% of outstanding amount as liquidated damage for each day delayed, and compensate for any loss of Party B.

第四条 如因甲方操作失误或甲方的其他原因造成旅游团行程延误、更改、取消所产生的经济损失(包括但不限于乙方的损失)由甲方承担。

Party A shall be responsible for any loss (including but not limited to loss of Party B) caused by delay, modification or cancellation of the groups due to reasons attributable to Party A.

第五条 乙方应当按照本合同和合同附件约定及双方确认的标准和日程安排为旅游团提供服务, 除人力不可抗力或乙方不能控制的因素外, 如乙方未按约定的接待标准和日程安排向旅游团提供服务, 应当提供补偿服务或将低于服务标准的费用差额退还甲方。除人力不可抗力或乙方不能控制的因素外, 如因乙方的原因变更旅行日程、交通工具、食宿标准等所增加的费用由乙方承担。

Party B shall provide services according to the agreed schedule and standards. Otherwise, Party B shall compensate price difference to Party A and bear the cost of changes of itinerary, transportation and accommodation, unless such changes are caused by force majeure and/or reasons not attributable to Party B.

第六条 如果接待国法律有强制性要求, 乙方应当为旅游团委派持有导游证的导游人员提供服务, 乙方导游不得强迫或诱导旅游者购物, 旅游者在乙方指定的商店购物, 经鉴定, 如属伪劣假冒商品的, 乙方有责任协助退换。乙方导游不得诱导旅游者涉足色情场所和赌毒场所, 不得强迫旅游者参与自费项目。

If required by local law compulsorily, Party B shall provide licensed tour guide for the groups. Tour guide shall not force tourist to shop or participate in program not included in the schedule or induce tourist to visit pornographic, gambling or drug places.



第七条 甲方旅游团搭乘飞机、轮船、汽车或在饭店、餐厅等各项旅游设施(区)中受到伤害,或遇到战争、地震、海啸、传染性疫病等突发安全事件,乙方必须立即向甲方反馈信息。如不属乙方责任,乙方也应尽人道主义义务协助处理;如属乙方责任,乙方应当负责处理。

Party B shall notify Party A of any emergency of the groups or tourists and provide assistance in handling of such emergencies.

第八条 甲方旅游团在进入目的地国境被阻时,除甲方或旅游者自身的原因外,乙方应当积极协助处理;如属乙方原因,乙方应当负责处理。

If the groups encounter difficulties of entry into destination country due to reasons of Party A or tourists, Party B shall provide necessary assistance; Party B shall be responsible to resolve such difficulties in case they were caused by reasons of Party B.

第九条 乙方未按双方确认的接待标准为旅游团提供服务,造成旅游者经济损失,乙方应当承担赔偿责任;甲方有权向乙方政府旅游管理机构投诉并要求赔偿。

Party B shall compensate losses of tourist if Party B did not provide services according to agreed standards; Party A has the right to file complains against Party B with relevant tourism administrative authorities and claim compensation.

第十条 乙方有责任使甲方知晓目的地国家的法律和有关规定的概况,甲方应当要求旅游者遵守目的地国家的法律和有关规定。

Party B shall introduce general legal and regulatory requirement of destination countries to Party A. Party A to request tourists to comply with local laws and regulations of destination countries.

第十一条 乙方对旅游团的报价或双方对本合同项下具体旅游团的安排文件,经双方书面认可后,作为本合同的附件。本合同正文和合同附件为不可分割的整体,具有同等的效力;两者如有不符,应以附件为准。

Quotation of Party B and other transaction documents in respect of specific trip or group should, upon confirmation of both parties, be deemed as appendixes of this contract. In case of any inconsistency between this contract and appendixes, the appendixes shall prevail.

第十二条 甲方在此确认本合同及其项下交易将由其

分支机构实施,甲方对该



支机构的行为承担连带责任。

Party A confirms this contract is to be performed by its branch

Party

A agreed to assume joint and several liabilities for its branch.

第十一条本协议项下的往来文件可以是复印件、传真、电子邮件或其他非原有形式。该等非原件的往来文件经适当送达后应被视为有效并具有约束力。

Transaction documents under this Contract can be made in fax, email, photocopy or other non-original formats. Such non-original documents shall be deemed valid and binding if properly delivered.

第十四条乙方在本合同项下的赔偿责任限于其获得的保险赔付。在此之外，乙方的全部赔偿责任的总额不超过其就相关旅游团从甲方收取的费用的数额。任何一方均不对另一方的间接或结果性损失承担责任，包括但不限于收入、利润、商业机会或商誉的损失。

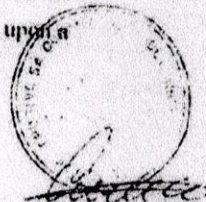
Compensation made by Party B under this contract shall be limited to the amount of its insurance recovery. In addition, total liabilities of Party B shall not exceed relevant group fees. Neither party shall be responsible for any indirect and/or consequential damage of the other party, including without limitation to loss of income, profit, business opportunities and goodwill.

第十五条本合同的订立、变更、解除、解释、履行和争议的解决均受中华人民共和国法律的管辖。本合同项下的任何争议均应提交中国国际经济贸易仲裁委员会按其仲裁规则在北京进行仲裁。

This contract shall be governed by PRC laws. Any dispute hereunder shall be submitted to China International Economic and Trade Arbitration Commission for arbitration in Beijing according to its applicable rules.


第十六条本合同自双方签订之日起生效，有效期为一年。如果双方在合同期满 30 天前未提出异议，则本合同将按一年为期间自动无限续延。经提前 60 天书面通知，任何一方均有权随时终止本合同。但双方应在合同终止前结清所有付款。

This contract shall become effective upon execution of both parties and valid for 1 year, which period can be extended continuously unless be terminated by either party upon a 60 days prior notice.



甲方：四川众信国际旅行社有限公司

Party A: SICHUAN UTOUR INTERNATIONAL TRAVEL SERVICE CO., LTD.

代表 By: 

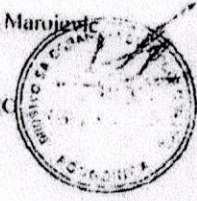
职务 Title:

乙方：飞理空山旅行社有限公司

Party B: Fly Montenegro Travel, Doo

代表 By: Ana Marojevic

职务 Title: CEC



(grb NR Kine)

TURISTIČKA POSLOVNA DJELATNOST  
**DOZVOLA ZA OBAVLJANJE DJELATNOSTI**

Br. Dozvole: 49 (2015)

Serijski kod: L – SC – CJ00085

Naziv turističke agencije: Sečuanska Zhongxin međunarodna turistička agencija d.o.o.

Naziv na engleskom jeziku: SiChuan UTour INTERNATIONAL TRAVEL SERVICE CO.,  
LTD

Investitor: Zhongxin turistička grupacija d.o.o.

Zakonski predstavnik: Wang Lang

Sjedište: ul. Dongyu br. 19/aleja 1/zgrada 28/br. 2801 i 2807, distrikt Jinjiang, Čengdu

Poslovi za koje se izdaje dozvola: (i) Turistička putovanja ulaska u zemlju  
(ii) Turistička putovanja u zemlji  
(iii) Turistička putovanja u inostranstvo

Nacionalna turistička uprava (*pečat Nacionalne turističke uprave NR Kine*)

12.10.2017.g.

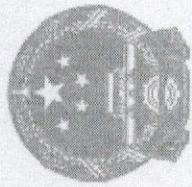
Nadležnost Nacionalne turističke uprave NR Kine

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*Tamara Tovjanin, tumač za kineski jezik, postavljena u Crnoj Gori rješenjem ministra pravde broj: 03-745-1477/17-1 od 13.11.2017.g, na vrijeme od pet godina, potvrđuje da je ovaj prevod vjeran KOPLJI originala.*

U Podgorici, dana 07.08.2018.g.





# 旅行社业务 经营许可证

(副本)

许可文号：旅发(2015)49号

编号：L-SC-CJ00085

旅行社名称：四川众信国际旅行社有限公司

英文名称：SiChuan UTour International  
Travel Service Co., Ltd.

出资人：众信旅游集团股份有限公司

法定代表人：王琰

经营场所：成都市锦江区东御街19号1栋28楼  
2801号, 2807号

许可经营业务：  
(一)入境旅游业务  
(二)境内旅游业务  
(三)出境旅游业务



2017年10月12日