

出境旅游组团社与境外接待社合同 Outbound Travel Service Contract

合同编号 NO: _____

甲方: 北京市华远国际旅游有限公司 系依照中华人民共和国法律设立的法人, 依法具有组织中国公民出境、出国旅游的经营权; 甲方经营地址设立在: 北京市东城区朝阳门北大街8号富华大厦A座2-3层, 电话: 010-5913 8000

PART A: BEIJING HUAYUAN INTERNATIONAL TRAVEL CO., LTD. is a legal entity according to the law of the People's Republic of China. According to the law of China, P.R. It has the operating right to the organize the Chinese citizens for traveling abroad. The headquarters of Party A is located in (address) FUJUA Plaza Building A, 2-3rd Floor Chaoyangmen North Street 8#, District, Beijing, China, (100027), Tel: 010-5913 8000

甲方公司的总部设立在中国 北京, 并在上海, 广州, 武汉, 成都, 昆明均设有分公司(子公司)。名称如下:
北京市华远国际旅游有限公司, 上海华远国际旅行社有限公司, 北京市华远国际旅游有限公司广州分公司, 武汉华远国际旅游有限公司, 北京市华远国际旅游有限公司成都分公司, 北京时代环球出入境服务有限公司
The headquarters of Part A is located in BEIJING, and has branches in SHANGHAI, GUANGZHOU, WUHAN, CHENGDU. The names of branches: Shanghai Huayuan International Co., Ltd.

Beijing Huayuan International travel co., LTD Guangzhou Branch, WUHAN Huayuan International Travel Co., Ltd, Beijing Huayuan International travel co., LTD Chengdu Branch, Beijing Times Overseas Affairs Service Co., Ltd.

乙方 飞翔墨山旅行社有限公司 系按照其本国法律设立的法人, 具有接待中国公民在本国旅游的经营资格, 乙方经营地址设立在: Capital Plaza, Diplomatic Tower, Boulevard Dzordza Vasingtona No.98, 81000 Podgorica, Montenegro.

PART B: Fly Montenegro Travel, doo is a legal entity according to the law of Montenegro. Party B has the operating right to receive the Chinese citizens for traveling in Europe. The headquarters of Party B is located in (address) Capital Plaza, Diplomatic Tower, Boulevard Dzordza Vasingtona No.98, 81000 Podgorica, Montenegro, Tel: +382 20 653 203

现甲方和乙方为了共同发展旅游事业, 本着平等互利的原则, 经友好协商, 为组织和接待中国公民赴 欧洲 旅游事宜, 明确甲、乙双方的权利义务, 订立本合同, 便于共同遵守执行。

To develop the common cause, both Party A and Party B, after negotiation in the principle of equality and mutual benefit, hereby define the rights and obligations of both parties and conclude the contract on organization and reception of Chinese citizens traveling in such countries and regions as Europe.

本合同和合同附件为不可分割的整体, 合同正文与合同附件的条款具有同等的效力。

This contract and the annex to the contract are inseparable parts of the whole contract, the terms and clauses in this contract and the annex are equally effective.

第一条 甲方同意在双方签订本合同基础上将组织成行的旅游团队委托乙方接待和提供服务, 乙方同意按照甲方所提供的接待、服务标准, 组织和安排中国公民的旅游团队的旅行游览活动, 并给予甲方具有竞争力的优惠价格。

Article One: Party A agrees to turn over to Party B the tourist group organized by Party A for reception, and Party B agrees to arrange the travelling and sightseeing activities for the tourist groups according to the receptions standard put forward by Party A, providing very competitive price to Part A.

第二条 甲方应在旅游团抵达乙方国境之前 15 个工作日内向乙方确认团队细节, 并以书面形式向乙方提供下列资料:

Party A shall provide following detailed information in writing to Party B 15 working days prior to the planned arrival date:



1. 旅游团队的行程安排;
Tour group's itinerary
2. 旅游团队的接待标准等。
Tour group's requirements for Accommodation, Transportation, Meals, Guide, Entrance.
3. 旅游团队的游客名单 (包括姓名、性别、出生年月、职业、国籍、证件名称、证件号码等);
Tourist Details (Include names, sex, date of birth, occupation, nationality, passport and numbers.)
4. 旅游团队所需预订的房间数量及所需房型;
Rooms Needed and Room styles.
5. 出入境的航空班次或者车次及时间;
Flight or Train Information

乙方在收到甲方委托接待的旅游团队名单和标准之日起必须在3个工作日内回复,并将所有境外接待确认在旅游团离开甲方国境之前3个工作日内以书面方式予以确认。

Party B shall respond to Party A within 3 working days after receipt of above information and give all landing confirmation 3 working days prior to the planned departure date from China.

第三条 旅游团队按时安全返回中国后,甲方在3个工作日内将最终接待费用给予乙方书面确认。结算费用按月以欧元 (汇率双方协商确定) 支付给乙方,所有团队的团款需在30天内结清。乙方欧元收款账号如下:(如国内和境外均有账号,请都填写)

Party identifier: 100 9363045 0000 EUR

银行代码: CKBCMEPG

银行名称: CRNOGORSKA KOMERCIJALNA BANKA AD PODGORICA

Field 59 - Beneficiary customer:

IBAN: ME2551000000008940239

公司账户名称 FLY MONTENEGRO TRAVEL DOO

地址 ATLAS CAPITAL CENTER

81000 PODGORICA, MONTENEGRO

Article Three: Part A should confirm the total amount of expenses for the tourist group to Part B in 3 working days after the group comes back to China. Payment for groups should be settled by Part A directly to Part B's Bank account within 30 days after the group back China. Following is the bank account information

Party identifier: 100 9363045 0000 EUR

SWIFT address: CKBCMEPG

Name: CRNOGORSKA KOMERCIJALNA BANKA AD PODGORICA

Field 59 - Beneficiary customer:

IBAN: ME2551000000008940239

FLY MONTENEGRO TRAVEL DOO

ATLAS CAPITAL CENTER

81000 PODGORICA, MONTENEGRO

第四条 如因甲方操作失误造成旅游团队行程延误、更改、取消或者其他情况所产生的经济损失,由甲方承担。

Article Four: The economic losses caused by delay, alteration and cancellation of the travel program of the tourist group due to Party A's fault in operation shall be borne by Party A.

第五条 乙方应当按照本合同和委托接待旅游团队的约定接待标准和行程,日程安排为旅游团队游客提供优质服务。



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Article Five: Party B should provide the tourist group with the service according to the reception standard and travel program specified in the contract and the annex to the contract.

除不可抗力因素外，如乙方未按约定的接待标准和行程，日程安排为旅游团队游客提供优质服务的，应当为旅游团队游客提供补偿服务或者将降低服务标准费用差额退还甲方，并对由此造成游客向甲方投诉或者造成的其他经济损失承担赔偿责任。

With exception of force majeure, if Party B fails to provide the tourist group with the service according to the reception standard and travel program stipulated by the contract due to its willful misconduct, Party B should provide the tourist group with the service for compensation or reimburse to Party A the balance difference below the service standard.

除不可抗力因素外，如乙方原因造成变更旅游团队或者游客的旅行行程、日程或者交通、食宿标准等情况，所产生的增加费用完全由乙方自行承担；由此造成游客向甲方投诉或者造成的其他经济损失的，由乙方承担赔偿责任。

With exception of force majeure, the increased expenses incurred by change of the travel schedule, means of transportation, food and accommodation etc due to Party B's willful misconduct, shall be borne by Party B.

第六条 乙方委派的导游不得强迫或者诱导旅游者购物；旅游者在乙方指定的商店所购买的物品，如经鉴定属于假冒伪劣商品或者质价不符商品，乙方有义务为旅游者随时退换。

Article Six: Party B's tour guide is not allowed to force or induce the tourists to go shopping. If the goods bought by the tourists in the shops designated by Party B prove to be inferior or fake products after identification, Party B shall be responsible for refund or exchange.

乙方导游不得诱导旅游者涉足色情场所或者赌、毒场所；不得强迫旅游者参与自费活动的项目。

Party B's tour guide is not allowed to force or induce the tourists to enter those places involving sex, gambling or drug abuse, and not allowed to compel the tourists to participate in any items on their own expenses.

第七条 甲方委托乙方接待的旅游团队游客，无论在乘坐任何交通工具，或者就餐，或者参加各项旅游活动等，凡在乙方境内区域受到任何损害、伤害时，如不属于乙方责任的，乙方应当尽人道主义义务进行处理；如属于乙方责任，乙方应当承担损害赔偿责任。

Article Seven: When Party A's tourist group suffer from any injury or damage while they are traveling by air, ship, car or staying in the tourist facilities (areas) such as the hotel, restaurant etc, if it is not Party B's responsibility, Party B should still perform the humanitarian obligation to assist Party A in dealing with the matter. If it is Party B's responsibility, Party B should undertake the responsibility to compensate for the losses.

第八条 甲方委托乙方接待的旅游团队游客如在引入乙方国境遇阻时，乙方应当积极协助处理；如属于乙方原因，乙方应当承担赔偿责任。

Article Eight: If the group of part A is blocked when is entering the land of the State of part B, except in cases that depend on personal reasons of the tourists, part B has to actively help the tourists to solve the situation; if the reason of the block is caused by Part B's willful misconduct, part B has to bear all the compensation expenses.

第九条 乙方如没有按照约定的接待标准为旅游团队提供服务，造成游客经济损失的，由乙方承担赔偿责任；甲方可以向乙方政府旅游管理机构进行投诉并要求乙方赔偿。

Article Nine: If Party B fails to provide the service for the tourist group according to the reception standard, which has resulted in the tourist's economic loss, Party B should undertake the responsibility



for compensation. And Party A reserves the right to complain to the tourism administration department of Party B's government and claim compensation.

第十条 乙方有义务使甲方和甲方组织的旅游团队全体游客知晓乙方国家的法律、相关规定和风俗; 甲方应当要求旅游团队游客自觉遵守乙方国家的法律、相关规定和风俗。

Article Ten: Party B is obliged to let Party B and Party B's all tour groups' members to know the laws, regulations and customs of Party B's country; Party A should required all tourists in their organized tour group to consciously abide the laws, regulations and customs of Party B's country

第十一条 乙方向甲方对旅游团队的接待报价, 经甲方书面确认后的资料; 甲方委托乙方接待旅游团队的材料和乙方的书面确认资料; 均作为本合同的附件, 本合同的附件与本合同为不可分割的整体, 具有同等效力

Article Eleven: Party B shall offer reception of tourist groups, with a written confirmation of information; Agreement of price and reception of Party A's tour group shall be confirmed by Party A; both as the annex to the contract. The annex to the contract and the contract for the integral whole, have the same effect.

第十二条 本合同及附件的订立、变更、解除、解释、履行、撤销、终止和争议解决均适用中华人民共和国法律, 争议解决管辖地在中国。

Article Eleven: The conclusion of this contract and accessories, change, release, construction, performance, withdrawal, termination and dispute resolution are applicable PRC laws.

第十三条 本合同自双方签定之日起生效, 直至一方代表提前一个月发出书面通知终止该协议, 如双方都不解除则此协议可以一直适用。如果在合同期间, 甲乙方的法人名称、地址、电话、联系人发生变化, 发生变化的一方要提前一个月告知对方。

Article Thirteen: This contract comes in to force when both parties has signed it, till one Party write to the another Party to terminate the contract one month in advance. If the legal representative, address, phone, contact person of one of the parties changes, then this party has to inform the other party one month in advance.

第十四条: 本合同有中文和英文两种文本, 两种文本具有同等效力。在这两个版本之间有任何不同的解释时, 以英文文本为准。

Article Fourteen: The contract is in two versions of both Chinese and English; these two versions are equally effective. In case of any different interpretation between the two versions, the English version shall prevail.

本合同内容及条款对于甲方集团下所有分公司均适用。

The contract is applied to Beijing Huayuan International Travel and all its branches and subsidiaries.

甲方 PARTY A: 北京市华远国际旅行社有限公司

BEIJING Huayuan International Travel co., LTD

上海华远国际旅行社有限公司

SHANGHAI Huayuan International Travel co., LTD

北京华远国际旅行社有限公司广州分公司

Beijing Huayuan International Travel co., LTD, Guangzhou Branch

武汉华远国际旅行社有限公司

WUHAN Huayuan International Travel Co., Ltd.

乙方 PARTY B: 飞翔黑山旅行社有限公司

Fly Montenegro Travel, L. 列车



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北京市华远国际旅游有限公司成都分公司
 Beijing Huayuan International Travel co., LTD, Chengdu Branch
 北京时代环球出入境服务有限公司
 Beijing Times Overseas Affairs Service Co., Ltd
 北京市华远国际旅游有限公司昆明分公司
 Beijing Huayuan International Travel co., LTD, Kunming Branch

甲方代表签字及公司盖章: Tony ONG
 Signature of legal representative of part A
 and company's stamp: TONY ONG
 签定地点 place of signature: Beijing
 签定时间: 2018年1月5日
 Date of signature: 5 January 2018

乙方代表签字及公司盖章: Ana Matojevic
 Signature of legal representative of part B
 and company's stamp
 签定地点 place of signature: Podgorica, Montenegro
 签定时间: 2018年1月5日
 Date of signature: 5 January 2018

甲方、乙方联系方式:
 Contacts of party A and B

| | 甲方 party A | 乙方 party B |
|--|---|--|
| 公司/部门负责人姓名 Company / department head person | TONY ONG | Danila Simakhodskiy |
| 公司/部门负责人职务 Company / department head person Title | 华远集团海外事业部总经理 Overseas division G.M of Hua Yuan Travel Group | 飞瓦黑山旅行社中国部部长 Head of China department of Fly Montenegro Travel |
| 常用联系人及联系方式 Common contacts and contact information | 何桂红, TONY 电话: 010-5913 8378 邮箱: heguaihong@hyytours.com tony@hyytours.com | 司马丹, Danila Simakhodskiy 电话: +382 67 558136 邮箱: danila.simakhodskiy@flymontenegro.aero |

此外, 请同时提供
 贵公司: 营业执照+经营许可证(副本)复印件, 均加盖公章。

(grb NR Kine)

TURISTIČKA POSLOVNA DJELATNOST

DOZVOLA ZA OBAVLJANJE DJELATNOSTI

Br. Dozvole: 87 (2002)

Serijski kod: L – BJ– CJ00061

Naziv turističke agencije: Pekinška Huayuan međunarodna turistička agencija d.o.o.

Naziv na engleskom jeziku: BEIJING HUAYUAN INTERNATIONAL TRAVEL SERVICE
CO., LTD

Investitor: Shangai Ctrip, CITIC Mezzaninne, Guo Dongjie, He Yong i dr.

Zakonski predstavnik: Guo Dongjie

Sjedište: ul. Chaoyangmenbei br. 8, distrikt Dongyu, Peking

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*)

13.02.2015.g.

Nadležnost Nacionalne turističke uprave NR Kine

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 KOPIJI originala.

U Podgorici, dana 07.08.2018.g.

