

CONTRACT AGREEMENT FOR <u>Travel agents in china</u> 针对中国旅行社的合作协议

Party A: 甲方: (CHINESE TRAVEL AGENT 中方旅行社名称)
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Party B: 乙方:
ROIKA TOURS & SAFARIS LTD (Called Part B) is the body corporate according to the law
of Tanzania, which has the right of operating inbound tours in Tanzania, represented by MR.LUCAS ROIKA The MANAGING DIRECTOR. It's head office is at the address: P.O.BOX
14793, PLOT NO 56E, SOKOINE ROAD, ARUSHA TANZANIA
Tel: +255 27 250 9994
Mobile: +255 787 005 444
Email: marketing@roikatours.com or info@roikatours.com
Country: Tanzania Made on:
根据坦桑尼亚的法律规定,罗伊卡旅游目的地管理公司(Roika Tours & Safaris
Ltd,以下简称乙方)属法人团体,有权经营坦桑尼亚境内的旅游服务。罗伊卡旅游目的地管理公司的法定代表人为常务董事卢卡斯•罗伊卡先生(Lucas Roika)。
公司总部地址: P.O.Box 14793, Plot No 56E, Sokoine Road, Arusha Tanzania
电话: 00255 27 250 9994
移动电话: 00255 787 005 444
邮箱: <u>marketing@roikatours.com</u> 或 <u>info@roikatours.com</u> 国家: 坦桑尼亚
本合同于签订。
×I. □ 1 4 4
Sokoine Road Plot no. 56
Email: info@roikatours.com or roika@roikatours.com Website: www.roikatours.com









Both sides of Party A and Party B sign this contract for the same target based on equality and mutual benefit through the way of friendly negotiation in order to help tours for Chinese people to visit Kenya+Tanzania and also clarify our rights and duties:

合同双方本着平等互利的原则,通过友好协商,形成合作伙伴关系,籍此实现双赢的共同目标——为中国游客提供肯尼亚及坦桑尼亚的旅游帮助。本合同已明确指出甲、乙双方的权利及义务,内容如下:

- 1. Party A agrees to entrust Party B offer services to Party A's tourist groups. Party B agrees to help and operate the tours in Kenya+Tanzania, providing all possible facilities for realizing successful tours.
- 1. 甲方同意委托乙方作为旅游代理商,为甲方的旅行团提供旅游服务。乙方同意帮助并操办甲方旅行团在肯尼亚及坦桑尼亚境内的旅游事宜,尽可能提供齐全的旅游设施,以确保行程顺利进行。
- 2. Party A shall confirm the group not later than 30 days before the groups enter Party B's country by paying 50% deposit and Party B shall confirm the group within two days after receiving Party A's request.
- 2. 甲方应在旅行团进入乙方国境之前,至少提前 30 天向乙方支付旅游费用 50% 的订金,以确定成团。乙方应在收到甲方要求后的 2 天之内确认旅行团。

Party A should provide the necessary documentation and information required for a better organization of the tour (rooming list, passport list if needed, flight details, etc. ...).

为更好地安排旅游行程,甲方应向乙方提供必要的文件资料及信息,如团队分房名单、护照名单(如有需要)、航班详情等。

- 3.i. Party A shall remit further payment of the remaining 50% to be received before the group's arrival to Part B's country. The mode of payment is strictly by bank transfer and party B is obliged to acknowledge receipt of every payment by issuing an official company receipt to Party A.
- 3.1 甲方应在旅行团抵达乙方国家之前,向乙方汇寄剩余的 50%费用。付款必须通过银行转账的方式来完成。乙方有义务给甲方开具一份正式的公司收据,以此确认收到甲方付予的每一笔付款。

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- 3.ii. Bank Details of Party B to which money shall be transferred are as follows:-
- BENEFICIARY- Roika Tours & Safaris Ltd
- ACCOUNT NO.- 002 8002858
- BANK NAME Barclays Bank Tanzania Ltd
- ADDRESS P.o. Box 14652, Arusha, Tanzania
- -SWIFT CODE BARCTZTZ
- 3.2 乙方用于收款的银行账户信息如下:
- ▶ 收款人名称(BENEFICIARY): Roika Tours & Safaris Ltd
- ▶ 银行帐号(ACCOUNT NO.): 002 8002858
- ➤ 开户银行名称 (BANK NAME): Barclays Bank Tanzania Ltd
- ▶ 开户银行地址(ADDRESS): P.o.Box 14652, Arusha, Tanzania
- ▶ 银行国际代码(SWIFT CODE): BARCTZTZ
- 4. Party B has the right to terminate the Contract if Party A fails to fulfill its payment obligation within appointed dates.
- 4. 若甲方未能在约定时间内履行付款义务, 乙方有权终止本合同。
- 5. If any loss is caused by delaying, change and/or cancellation which take place by Party A for no understandable reasons, the loss should be paid by Party A.
- 5. 若甲方因不可理解的原因导致旅行延误、更变和/或取消,由此造成的损失应由甲方赔偿。
- 6.i. Party B shall provide services requested for and approved by Party A and as written in the itinerary by Party B to Party A.
- **6.1** 乙方应提供甲方要求且同意的服务,以及乙方给予甲方的行程文件中所提及的服务。
- 6.ii. Except for understandable reasons, if Party B does not provide the service and reception according to the confirmed service standard agreed upon by Party A, Party B shall provide compensation service, evaluated by Party B and corresponding to the loss that took place.

(The approved itinerary by Party A is part of this contract and it is equally subject to terms of this contract.)

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- **6.2** 除可理解的原因之外,若乙方未能按照甲方同意及确认的服务标准来提供服务及接待,乙方应对此作出赔偿。赔偿数额由乙方评估,并与造成的损失保持一致。(经由甲方同意的旅游行程是本合同的组成部分,同样受限于本合同的条款规定。)
- 7. Party B shall appoint a Licensed English/Chinese speaking guide for Part A's Groups and Party A will be informed prior to the arrival of each group.
- **7**. 乙方应为甲方的旅行团安排一名持有导游证的英**/**中文导游,并在每个旅行团 抵达目的地之前通知甲方。
- 8. Party B shall inform Party A about all the destination's laws and regulations. Party A should require the guests to abide by Party B's country's laws and regulations. 8.乙方应告知甲方旅游目的地的所有法律法规。甲方应要求游客遵守乙方国家的法律法规。
- 9.i. Party B's quotation for Party A's groups will be specified in the final approved itinerary by Party A and the itinerary is a recognized annexure of this contract agreement.
- 9.1 乙方予以甲方旅行团的报价将在甲方最终同意的旅游行程中列出明细。甲方最终同意的旅游行程是本合同协议的有效附件。
- 9.ii. Party B's quotation is subject to change due to government taxes or levies which may be introduced midstream and for which Party B does not have control about. 9.2 受政府税收或征税的影响,乙方的报价可能会有所变动,此因素不受乙方控制。如有更改,乙方应中途通知甲方。
- 10. All notices shall be given to either party in a written form by email to the addresses given in the first page of this Contract.
- **10**.所有通知应以电子邮件的形式发给另一方;合同双方的邮箱参见本合同的首页。
- 11. All correspondence (requests, offers, confirmations, etc. ...), connected with the fulfillment of the Contract shall be in English.
- 11. 所有与合同履行相关的信函(要求、报价和确认函等)应用英文书写。

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- 12. The setting up, changing, termination, explaining, performing and solving of controversy of this contract shall be dealt with according to Tanzanian, Chinese and International Trade laws.
- **12**.本合同的制定、更改、终止、解释、履行以及纠纷的解决应依照坦桑尼亚的法律、中国的法律以及国际贸易法办理。
- 13. This contract will be in force after the signature of both Party A and Party B. 13.本合同经甲、乙双方签字后生效。
- 14 **Validity of the contract**: After Party B provides the service according to the itinerary, and Party A pays 100% of the tour fee, the whole group gets back to China, this contract will end automatically.
- **14.合同效力**:乙方根据行程提供旅游服务,甲方向乙方支付 **100%**的旅游费用,整个旅行团返回中国之后,本合同将自动失效。
- 15. Each party has received one original copy bearing the following legally binding signatures and stamps of both parties.

15.合同中甲、乙双方的签字及盖章均具有法律约束力,本合同一式两份,双方各执一份。

Party A: 甲方: Signature: 签章:

Party B: 乙方: Signature: 签章:

On this.....day of......the year.....

签订日期: 年 月 日

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