

On the Road Experiences

A Driving Holiday Service Operated by Luxury Driving Experience Ltd., Hong Kong Travel Agency License 353338.

由香港旅遊商登記字號 353338 名車漫遊有限公司經營之自駕旅遊服務。

Booking Conditions [Version 10]

預訂條款 [第六版]

1. Purpose 目的

The Company is organizing an excursion in which the Customer wishes to participate. The parties have agreed that the Customer and the other Travellers (if any) named in the Booking Form shall participate in the Journey on the terms set out herein.

客戶欲參加本公司安排之旅程，雙方同意客戶本人及預訂表格中（若有）同行旅客於旅程中使用以下條款之規定。

2. Effectiveness and Agency 有效性及代理問題

2.1. Booking 預訂

The Customer's booking and this Agreement take effect when the Company confirms to the Customer in writing its receipt and acceptance of the Booking Form together with the Deposit.

本公司以書面確認已收到並接受客戶之預訂表格及保證金時，客戶之預訂與本協議始生效。

2.2. Agency 代理

2.2.1. By making this booking the Customer shall be deemed to have appointed the Company as agent to make all necessary reservations, bookings and confirmations, purchase all necessary tickets, vouchers and coupons, sign and enter into all vehicle rental and other necessary agreements and do all other acts and things necessary or appropriate for the purposes of the Journey in the name and for the account of the Customer personally and each of the Travellers.

客戶之預訂將視為委託本公司以客戶本人及同行旅客之名義，代理所有必要票卷之預訂、確認、購買、車輛租賃及其他協議之簽訂，及以本次旅行為目的所從事必需或適當之所有其他行為。

2.2.2. The Company shall not assume any liability by reason of acting as such agent except as expressly set out in this Agreement.

除本協議明訂之約定外，本公司不承擔因以上代理行為而產生之任何相關責任。

3. Journey Price and Features

價格及行程項目

3.1. Features 行程項目

3.1.1. The principal features of the Journey are set out in the Journey Dossier document delivered to the Customer prior to or together with these Conditions.

行程的主要項目詳見行程說明，該說明將在本簽約條件之前或與本簽約條件同時遞交給客戶。

旅程中包含之行程項目詳見行程說明文件，該文件在簽署本預訂條款之前或同時遞交予客戶。

3.1.2. Accommodation, arranged sightseeing and other individual features of the Journey are subject to change at any time due to unforeseen circumstances or circumstances beyond the Company's control. Every effort will be made to operate the Journey as planned or offer substitutes that are of equal interest and value but alterations after the Go/No-Go Date may be unavoidable and shall not be deemed

在本公司控制之外，如發生無法預見或不可抗拒之狀況時，將變更住宿、觀光及其他行程項目。本公司將竭盡所能確保原訂行程或提供同等品質及價值之替代行程。確認出團後之行程變更為不可避免，不可使用第 7 條條款為解除契約之原因。

3.2. Price 價格

3.2.1. The price of the Journey specified in the Booking Form includes planning, handling and operational charges, and is based on current rates of exchange, tariffs and taxes in effect at the date when the Booking Form is given to the Customer.

預訂表格中顯示之價格包含規劃、處理及運作費用，以預訂表格交付客戶當天之匯率、價格及稅額為基準。

3.2.2. The Company reserves the right to increase the price of the Journey to cover increased tariffs, taxes, registration fees incurred or notified prior to Go/No-Go Date whereupon the increased price shall become the price of the Journey for all the purposes of this Agreement. The Company is under no obligation to give a breakdown of the costs involved in the Journey.

為涵蓋確認出團前發生或通知價格、稅額或註冊費用之提高，本公司保留改變行程價格之權利。提高後之價格即為本協議涵蓋之旅遊行程價格。本公司無公佈行程項目中費用細項數字之義務。

3.2.3. Should the Company increase the price of the Journey by more than 10% after part or full payment by the Customer but before the Go/No-Go Date, the Customer shall be entitled to cancel the booking by notice in writing given not later than one week after being notified of the increase and receive a full refund of all sums paid hereunder.

客戶已支付部分或全部費用，但在確認出團前，價格調漲超過 10%，客戶有權於被通知漲價後一星期內以書面提出取消預訂，並獲得全額退款。

3.2.4. The price of the Journey may not be increased after Go/No-Go Date.

本公司於確認出團後不得漲價。

4. Payment 付款

4.1. Installments 分期付款

4.1.1. Installments of the Journey price shall be paid on the date(s) and in the amount(s) specified in the Booking Form and shall not be refundable in any event.

款項應按預訂表格中之日期及金額支付，並在任何情況下不得退還。

4.1.2. If an installment is paid on or after the due date for payment of the next installment of the cost of the Journey, then the full amount due at the date of the later installment shall be paid in one lump sum.

如前期款項在下一期付款期限當日或之後支付，客戶應一次繳納累積未繳之金額。

4.2. Payment Methods 付款方式

4.2.1. Payment shall be deemed to have been made when the Company receives value therefor in its account and not before. For this purpose, a sum charged to a valid credit card shall be deemed to have been received by the Company.

本公司於帳戶中收到相應款項時，始視為付款完成。基於此目的，信用卡扣款也將視為本公司已收到該款項。

4.2.2. All prices are net and must be received by the Company in full not later than the due date for payment shown in the Booking Form. All remittances by wire or electronic remittance must expressly provide that all remittance charges are for the account of the payer.

所有價格皆為淨值並應於預訂表格中註明之付款日期當天以前全額付清。所有透過電匯支付之款項，應明確指示手續費由匯款者負擔。

4.3. Default 違約

4.3.1. Failure to pay the balance shall be deemed to be cancellation of the booking by the Customer and, in such event, the Company may treat the Customer as having cancelled for the purposes of Condition 7.

未支付款項將被視為客戶取消預訂，本公司可視為客戶依據第 7 條條款解除本協議。

4.3.2. The Customer shall reimburse to the Company any charges incurred in respect of dishonoured cheques.

客戶應賠償本公司收到拒付支票而產生之所有費用。

5. Vehicle Deposits 車輛押金

This clause only applies where the Vehicle Deposit is paid to/through the Company. Where the Customer's credit card includes a sum blocked in favour of the vehicle rental company to cover damage to the Vehicle or other compensation, clearance/recovery of the amount blocked is a matter between the Customer and the Vehicle rental company.

此條款僅適用於當車輛押金直接付給本公司或透過本公司支付。當車輛租賃公司因車輛毀損或其他相關賠償原因凍結客戶信用卡額度，與解款或恢復之相關問題由客戶與車輛租賃公司直接處理。

5.1. Payment 押金支付

Where the price includes a Vehicle Deposit, such deposit shall be paid in advance together with the final balance of the Journey price.

當價格中涵蓋車輛押金時，此押金應提前與旅遊行程最終價格一併支付。

5.2. Repayment 押金退還

5.2.1. The Company will procure the repayment of the Vehicle Deposit at the end of the Journey subject to any deduction or withholding made in accordance with the provisions of these Conditions.

本公司於旅程結束後退還客戶車輛押金。但不包含行程中應因違反契約內容而發生應扣除或扣壓押金之金額。

5.2.2. Deductions or withholdings may be claimed by the service provider from whom the Vehicle was rented for any damage occasioned to the Vehicle or compensation payable to a third party by the Driver or under the provisions for allocation of damage contained in clause 10.

押金之扣除或扣壓可能因下列原因產生：車輛提供者因車輛發生毀損而要求賠償，第三方要求駕駛人員承擔賠償責任或基於第 10 條之損害分擔而產生之責任。

5.2.3. The Company will use all reasonable endeavours to procure release of the Vehicle Deposit and will assist Travellers in negotiating the same. But the Company shall not be liable to the Customer or to any Traveller or other person claiming through the Customer to make good or compensate any such person for any part of any Vehicle Deposit retained by any service provider.

商業上合理的努力協助旅客協調取回車輛押金。惟車輛押金遭扣除時，本公司對客戶、同行旅客或其他透過客戶提出索賠主張之人不負擔賠償責任。

5.2.4. The Company will itself refund the Vehicle Deposit to the Customer if the same has not been recovered from the relevant service provider within two (2) calendar months from the end of the relevant Journey without any reasonable claim being made for a deduction or offset under the provisions of these Conditions.

行程結束 2 個月後，若車輛提供者並無契約中所稱之正當理由而未退還車輛押金時，本公司將先

6. Customer Requests and Variations 客戶需求及變更

6.1. Special Requests 特殊需求

6.1.1. If the Customer has any special requests, he should inform the Company at the time of booking. The Company and its suppliers will use reasonable commercial endeavours to meet any special requests of which it has been informed at the time of booking. However, such requests shall not form part of this Agreement and:

客戶如有特殊需求，應於預定時告知本公司。公司及其供應商將盡商業上合理的努力來滿足客戶於預定時提出之特殊需求。然而，這些需求不應被視為此協議之部分，且：

- this Agreement is not conditional on the fulfilment of any special request;
特殊需求之滿足不為本協議之條件內容；
- the Customer may not be specifically notified if a special request cannot be met; and
客戶之特殊需求無法實現時，本公司無義務另作通知；
- the Company shall in no circumstances be liable for any failure to meet any special request.

本公司在任何情況下皆無須承擔無法滿足客戶特殊需求之責任。

6.1.2. Subject to the remaining provisions of this condition, the Customer may, not later than 30 days prior to the Start Date specified in the Booking form, request variation of any of the individual optional and variable features of the Journey for a Traveller and the Company will use reasonable commercial efforts to accommodate them subject to the Customer's approval of any consequential price differences without responsibility in the event of failure. Such variable features may include hotel bookings, event participation and the like.

在符合本協議其他條款的前提下，客戶可在預定表格明示之旅程第一天的30天前，提出對個人自選行程或旅程可變項目變更之要求。本公司應盡合理商業努力，並在徵得客戶同意承擔相應價格差異之前提下配合此調整。惟本公司不對未能配合調整而承擔責任。此類可變項目包括預訂飯店、參加活動...等

6.1.3. Every such request shall be in writing.

任何上述需求應以書面形式提出。

6.2. Substitution of Traveller 旅客變更

6.2.1. Subject to the provisions of this sub-clause, the Company will make every effort to accept a request to substitute one Traveller for another but the final decision will be entirely within the discretion of the Company and neither the Customer nor any person claiming through the Customer shall have any claim of any nature against the Company or any of its officers, agents or staff in the event of rejection.

根據本副條款之規定，本公司將盡最大努力接受旅客變更之申請，但對是否接受旅客變更享有最終決定權。客戶或通過客戶做變更之其他人無權因變更遭拒而對公司或其員工、代理人員等做任何形式之賠償要求。

6.2.2. Any approval of a substituted Traveller shall be subject to:

任何變更旅客相關批准應滿足以下條件：

- the Traveller complying with all of the requirements of these Conditions as to travel documents, visas, licences and the like and otherwise observing and performing the provisions of these Conditions;

旅客符合本協議對旅遊文件、護照、簽證等方面之所有要求，並遵守本協議之所有條件；

- the substitution being acceptable to all third party service providers to the Journey.

6.2.3. A request for substitution of a Traveller shall be in writing and the Company may approve or reject the request in its discretion

任何變更要求應以書面形式提出，且本公司保留批准或拒絕該要求之權利。

7. Cancellation/Modification 取消/變更

7.1. Cancellation of the Journey 取消行程

7.1.1. The Company may cancel the Journey by notice in writing:

本公司可以書面形式通知取消行程：

- at any time prior to the Go/No-Go Date if the Minimum Size of the Journey group has not been obtained; or

在確認出團前，當人數未達最小出團人數時；或

- at any time before or after the Go/No-Go Date if any major world, regional or national event adversely affects international travel patterns or the itinerary of the Journey or any other circumstance (including but not limited to risks to the health or safety of Travellers and/or restrictions imposed by immigration, police, security or other local authorities) makes it impossible, dangerous, impractical or otherwise inadvisable to continue the Journey as planned.

在確認出團之前或之後，重大世界性或地域性事件對國際旅遊或本公司行程造成重大不利影響或其他情況（包含但不限於對旅客健康或安全之風險和/或移民、警方、安全或其他部門之限制）而使本行程之繼續運作變得不可能、危險、不可操作或不被建議。

7.1.2. In such an event the Company may offer to the Customer a modified or replacement Journey and the Customer shall be free to book that Journey (in which event the modified or replacement Journey shall become the Journey for all the purposes hereof) or to cancel the booking and obtain a refund of part or all of the Journey Price paid hereunder as provided in this clause.

在此情況下本公司可向客戶提供替代行程，客戶可選擇預訂該替代行程（在此種情況下，該替代行程即為本協議所約定之行程）或取消預訂並根據本協議條件取回全部或部分已付款項。

7.1.3. If the price of a replacement Journey accepted by the Customer shall be higher or lower than the price of the original Journey, then the Company shall deliver to the Customer a new Journey Dossier, the Company and the Customer shall exchange a new Booking Form and any additional payment or refund shall be made immediately as circumstances require.

若顧客接受之替代行程價格與原行程不同時，本公司應重新提供旅程說明文件。雙方應重新簽署預定表格，並立即結算所產生之新增款項或退款。

7.1.4. If cancellation under this clause occurs after the Journey has commenced, the Company will refund a proportion of the Journey Price pro rata to the proportion of the Journey that has been cancelled. The Company's decision as to such proportion shall be final and binding on the Customer.

若依據本條款之解約發生於行程開始之後，本公司應依據行程剩餘比例進行退款。本公司對該退款比例享有最終決定權。

7.1.5. If, as a result of cancellation for circumstances beyond the control of either party, deposits with hotels or other third party providers are forfeited or credit card guarantees triggered, the Company will refund to the Customer one half of all amounts unavoidably forfeited or charged.

若因任何一方不可抗拒之情況取消行程，但向飯店或其他第三方協力廠商支付之訂金、信用卡保證金已被沒收，本公司將退還客戶被沒收金額的一半。

7.1.6. In no circumstance shall the Company be liable to pay any compensation to the Customer or any Traveller or reimburse the Customer or any Traveller for any expenses incurred in connection with the Journey other than as expressly provided in this clause.

除本條款明示狀況以外，任何情況下，本公司對客戶及同行旅客皆不負擔任何賠償責任，也無義務對行程相關之任何費用進行補償。

7.2. Other Cancellation by the Company 其他由本公司提出之取消

The Company may terminate this Agreement and the participation in the Journey of the Customer or any Traveller if the Customer or Traveller concerned fails to meet all the criteria and requirements for such participation or is in default in respect of any of the provisions of these Conditions in which event the Customer shall be deemed to be the cause of termination and the provisions for termination by the Customer shall apply.

若客戶或任一同行旅客不符合參與本行程之條件、要求、或違反本協議中任一條款，本公司有權終止本協議並取消該客戶或旅客參與本行程之資格。此種情況，應視為客戶導致本協議終止，關於客戶終止協議之條款應予適用。

7.3. Cancellation by the Customer 客戶提出之取消

7.3.1. The Customer may cancel the booking at any time by notice in writing to the Company in which event, except as the Company may, in its own absolute discretion and without liability to the Customer otherwise decide, all deposits and payments on account of the Journey Price shall be forfeit and become the property of the Company.

客戶有權隨時通過書面形式取消預訂，所有已付訂金及款項本公司不須退還。本公司對退款與否保留最終解釋權，且不須向客戶負擔任何責任。

7.3.2. In the case of cancellation by the Customer a cancellation charge in the amount of HK\$1,500.00 will be charged and, if a refund is made, will be deducted from the refund.

在此情況下，本公司將向客戶收取 HK\$1,500.00 之解約金。若本公司需退款予客戶，則由退款中扣除。

7.4. Abandonment 放棄

7.4.1. A traveller who is unable to complete or abandons the Journey before its completion shall not be entitled to any refund but shall not be obliged to pay any cancellation charge.

無法完成或於中途放棄行程之旅客，不可向本公司要求退款，也無須負擔任何解約費用。

7.4.2. If the cause of abandonment is the death or serious illness of the Traveller requiring hospitalization, then evacuation will be handled by the providers of the Company's evacuation insurance referred to in Condition 8.2.

若遊客因死亡或需緊急送醫之醫療狀況需放棄行程，醫療運輸將由本協議 8.2 條明示之保險公司處理。

7.4.3. In any other circumstances, the Company will assist the Traveller to make arrangements for repatriation at the Traveller's own cost.

在其他情況下，本公司將協助安排旅客返國，費用由旅客自行承擔。

7.5. Disbursements and Refunds 墊付與退款

7.5.1. Except where termination is the result of failure to meet the Minimum Size, the Customer shall in all circumstances be liable to reimburse the Company for all out of pocket disbursements incurred prior to cancellation including but not limited to visa and licence fees, transport tickets purchased, airline upgrade and cancellation fees.

除因未達最低出團人數而終止契約之情況外，所有情況下發生之契約終止，旅客皆應償還本公司在契約終止前為其墊付之任何費用，包含但不限於：簽證、執照、已購買之交通票據、機票升等及取消費用。

- 7.5.2. Where delays, cancellations or other disruptions in flights or other travel arrangements require the Customer or any Traveller to incur additional, unbudgeted expenses or to forfeit any advance payments made to third parties, the Company will use reasonable commercial efforts to assist the Customer or Traveller to recover the same or to minimise the burden thereof but shall not in any circumstances be liable to compensate the Customer or any Traveller for any amount so incurred or forfeited.

若因班機或其他交通運輸方式之延誤、取消或其他干擾而導致客戶或同行旅客需負擔額外、未包含於預算中之費用或預付金額遭到扣款時，本公司將盡商業上合理的努力協助客戶向第三方取回原額，或減低損失。但本公司在任何情況下，不對客戶或同行旅客負擔任何責任，且無義務賠償客戶或同行旅客損失之金額。

- 7.5.3. When paying refunds, the Company will use all reasonable commercial endeavours to recover from its service providers (including but not limited to airlines) all sums paid to them prior to the date of the refund but shall not be liable to refund to the Customer or any Traveller any of such sums which it is unable to recover regardless of the circumstances giving rise to the refund.

發生退款狀況時，本公司將盡商業上合理的努力向其服務提供者取回契約終止前已支付之所有費用（包括但不限於航空費）。任何退款原因下，本公司無須對客戶或同行旅客負擔任何責任，且無義務賠償無法取回之金額。

8. Insurance 保險

8.1. Cancellation Insurance 保險取消

The Company provides only limited insurance against cancellation for any reason or for recovery of any processing fees paid hereunder and strongly recommends that the Customer and Travellers obtain their own cover against the risk.

本公司保險內容僅限於任何狀況下之契約終止或任何原因造成的已付費用追索。本公司強烈建議客戶與同行旅客自行購買保險。

8.2. Medical and Evacuation Insurance 醫療運送保險

- 8.2.1. The Company will secure an international travel insurance coverage that includes 24-hour remote medical support, evacuation and repatriation service provided by a provider such as International SOS Limited

本公司將向國際 SOS 等類似公司購買國際旅遊保險，該保險涵蓋 24 小時遠端醫療支援、醫療運輸與送返服務。

- 8.2.2. A copy of the conditions and limits of this service will be provided to the Customer upon confirmation of booking.

確認客戶預訂後，將提供此保險條件與限制之相關文件給客戶。

- 8.2.3. This service does not cover medical expenses arising through illness or accident prior to the Journey or any loss arising from cancellation or curtailment of the Journey for insurable reasons whether relating to the Journey itself or to a Traveller personally.

該服務不包括在行程開始之前的疾病、事故引發的費用，也不包括因與行程或遊客個人相關的保險事由導致的解約或縮短行程而帶來的損失。

本服務不涵蓋在行程之前發生之疾病及事故引發之費用，也不包括因與行程或旅客個人相關的保險事由導致的解約或縮短行程而帶來的損失。

8.3. Other Cover 其他涵蓋事項

The Company will, on request, provide the Customer with particulars of the insurance cover provided by the Company for the Journey and strongly recommends that the Customer and Travellers obtain such additional cover as they consider necessary or desirable.

若客戶要求，本公司可提供由其為此次行程安排之保險細項，本公司亦強烈建議客戶與同行旅客購買其認為必要或需要的其他保險。

8.4. Collision Damage Waiver 碰撞損害減免

The vehicle insurance provided by the Company includes "collision damage waiver" which limits the excess or contribution payable by the Traveller as driver of the Vehicle in the event of an accident to a fixed percentage of the value of the Vehicle as specified in the Booking Form. The Customer may request additional collision damage waiver to reduce the limit of excess or contribution and the amount so chosen is specified on the booking form.

由本公司提供之車輛保險涵蓋“碰撞損害減免”，將事故發生時，旅客身為駕駛人應賠償之金額限制於車輛總價值固定比例範圍內。比例範圍明示於預訂表格中，客戶可要求更高比例的“碰撞損害減免”以降低應賠償金額，具體金額及比例均明示於預訂表格中。

9. Documents 文件

9.1. Delivery to Customer 送達客戶

- 9.1.1. Except as otherwise agreed in writing, the Company will send all physical documents for the purposes of the Journey to the Customer's billing address on the Booking Form by ordinary mail or, at the written request and cost of the Customer by registered mail.

除另有書面協議，本公司將所有文件以平信的方式寄送至客戶預訂表格中指定帳單地址。或在客戶提出書面要求並承擔費用的前提下掛號郵寄方式送達。

- 9.1.2. Either party may send notices, alerts and other communications not requiring physical delivery to the other by email.

雙方可以電子郵件寄送通知、警告或其他不須紙本文件運送之溝通。

- 9.1.3. The Company shall not under any circumstances be liable for any loss or delay in delivery of documents in the course of transmission by post.

文件寄送過程中若有延遲或遺失，本公司不承擔任何責任。

9.2. Traveler's Documents 旅行文件

- 9.2.1. The Customer must ensure that all Travellers are aware of all relevant passport, visa, vaccination and other health certificate requirements and that they allow adequate time to obtain them. Requirements can change and it is the Customers' responsibility to ensure that they comply with current passport, visa and health requirements and take all necessary documents with them to gain enter, pass through and exit any country or region which forms part of the Journey. The Customer will be solely responsible for any cost, loss or damage which any Traveller or the Company incurs as a result of failure to obtain all necessary passports, visas and/or vaccinations. 客戶須確保所有同行旅客皆知悉所有相關護照、簽證、疫苗接種與其他健康證明之要求，且為獲取上述文件預留充足的時間。相關要求可能隨時變動，客戶有責任確保自身與所有同行旅客皆符合當前對護照、簽證及健康證明之要求，並攜帶所有相關文件以利進、出及通過行程中行程之所有國家、區域。因未獲得所有必需護照、簽證和/或疫苗接種而造成本公司或任何旅客之費用、損失或傷害時，客戶都應負全部責任。

- 9.2.2. No Traveller will be permitted to join the Journey without a passport valid for the period of 6 months after the end of the Journey and all necessary visas and no refund will be made to any Traveller not permitted to join the Journey

所有旅客護照須於旅程結束日仍有六個月以上效期，且持有所有相關有效簽證，否則不得參加旅程。若旅客因未取得有效護照及簽證而無法參加旅程，將不會收到任何退款。

- 9.2.3. The Customer must send to the Company by mail, fax or e-mail to arrive not later than the Document Submission Date specified in the Booking Form a copy of each of the Required Documents specified in the Booking Form.

透過郵寄、傳真或電子郵件，客戶應在預訂表格中規定之文件提交日之前讓本公司收到預訂表格上載明要求之所有文件。

- 9.2.4. If the Customer or any Traveller is refused entry to or exit from a country on the grounds of any deficiency in documentation or procedural formality, no refund or compensation of any kind will be paid and the Company shall not be liable to the Customer or the relevant Traveller or any person claiming through him for any reason whatsoever.

如客戶或任一同行旅客因規定文件或手續上之缺失而於任一國家被拒絕入境或出境，本公司將不會退款或作任何形式的賠償。本公司也無須對客戶、同行旅客或其他提出索賠的一方負擔相關責任。

9.3. Driving Licenses - International 國際駕照

- 9.3.1. No Driver will be permitted to drive a Vehicle unless he is, at the time when he is driving, the holder of all necessary valid driving licenses.

旅客在駕駛期間必須持有當地有效駕駛執照，否則將不被允許駕駛車輛。

- 9.3.2. No refund or compensation will in any circumstances be paid if the Customer or any Traveller fails to obtain any necessary driving licence for any reason whatsoever and is thereby unable to drive and proceed with the Journey.

若客戶或同行旅客因任何原因未取得當地有效駕照而無法駕駛、繼續行程之進行，本公司將不作任何退款或賠償。

- 9.3.3. During the Pre-Departure Meeting a briefing will be given on significant differences between international and local traffic regulations and "rules of the road". All Drivers are expected to observe local traffic regulations. The Company accepts no liability for ignorance about these regulations.

本公司將於行前說明會針對國際交通規定和旅遊當地交通規定的重要差異，及其“道路交通條例”作簡報告知。所有駕駛人皆須遵守旅遊地交通規則。本公司對駕駛人未遵守旅遊當地交通規則不承擔任何責任。

9.4. Driving Licenses – Journeys in China 駕照-中國境內旅程

- 9.4.1. For each Traveller who has been named as a Driver on the Booking Form, the Company will facilitate application for a Temporary Chinese Driving License for use during the Journey on condition that the required documentation has been submitted to the Company by the Driving License Application Submission Date notified to the Customer by the Company.

若客戶在本公司告知之駕駛執照申請提交日前將相關資料遞交至本公司，本公司將協助在預定表格上登記為駕駛員之旅客申請辦理臨時中國駕照。

- 9.4.2. The Customer understands that the application process involves a health-check that requires meeting the following criteria: age between 18 and 69 (inclusive), eyesight correction not greater than ± 5 , acceptable hearing acuity, normal movement of upper and lower limbs and torso and no red/green colour blindness. The Customer accepts that, although it is most unlikely for the application to fail, there is always risk that it might do so. If a Traveller has

in respect of any of the above health criteria, he should notify the Company at the time of submission of documents under this Condition and seek any necessary medical advice and/or certificate.

客戶理解申請臨時駕照流程包括一項健康檢查，且必須符合以下條件：年齡在 18 歲到 69 歲之間（包括 69 歲），矯正視力± 5，聽力良好，四肢與軀幹行動正常，沒有紅/綠色盲。客戶接受，儘管申請通常順利，但仍存在風險。若遊客具有或懷疑自己可能有與上述健康標準不符的缺陷，其應根據本協定在提交檔的同時告知本公司，並尋求必要的醫療建議和/或證明。

9.4.3. If a Traveller's licence application fails for whatever reason, the Company will use reasonable commercial efforts to offer the Traveller a substitute driver for the Journey at the expense of the Traveller. If the Customer chooses not to accept the offer of a substitute driver for that Traveller, the Customer may by notice in writing cancel the booking and the Journey for the Traveller concerned without payment of any penalty by the Customer or Traveller or any refund by the Company whereupon neither party shall be under any further liability to the other.

若旅客之臨時駕照申請因任何原因被拒，本公司將盡合理商業的努力為旅客在本行程安排一名司機，費用由旅客自行負擔。若客戶選擇不接受為該同行旅客安排司機，客戶可以書面形式通知取消針對該旅客的預訂。在此種情況下，客戶及旅客無須支付懲罰性賠款，本公司也無須做退款，雙方互不承擔責任。

10. Allocation of Damage 損害分擔

10.1. Driver's Fault 駕駛人員責任

The Customer accepts full and unconditional responsibility for the cost of any damage to a Vehicle or other equipment provided by the Company and for all compensation payable to any third party as the result of any accident or other event suffered by, in or in connection with a Vehicle while being driven by a Traveller where such damage or event is not the result of reasonable wear and tear, third party fault or unavoidable accident to the extent such damage is not covered by insurance.

若旅客駕駛期間非自然損耗、第三方責任或不可避免之意外，因事故或其他原因造成車輛或本公司提供其他設備之損害，且未在保險公司賠償範圍之內，客戶無條件承擔全部賠償責任

10.2. Third-Party or No Fault 第三方責任或無過錯

Where the damage to a Vehicle is the fault of a third party or it is impossible to attribute the fault to any identified party, then the Driver shall (through the Customer) contribute one-third of the net excess contribution required by the insurance company covering the Vehicle (after receipt of any compensation from the third party) and the Company shall contribute two thirds.

如果對車輛的損害是由協力廠商造成的，或責任無法歸屬任何一方，則駕駛人應（通過客戶）承擔超過保險公司理賠範圍之剩餘損失部分（在收到協力廠商所做的所有理賠之後）的 1/3，本公司則承擔剩餘的 2/3。

10.3. Shared Vehicle 共用車輛

10.3.1. Where the Customer shares a Vehicle with another Customer who has joined the Journey under the provisions of a different Booking Form then the provisions of this clause governing allocation of responsibility for any accident or other event suffered by, in or in connection with a Vehicle, shall apply.

當客戶與其他透過另一預訂表格報名之客戶共用一車輛時，如發生事故，則本條款中規定事故責任分擔條款將適用。

10.3.2. Where such accident or event is agreed or

the investigating insurance company to have been the fault of an individual Driver named in this Booking form or some other Booking Form, then that Driver shall be responsible to pay any part of the cost of the damage or compensation which is not covered by the insurance of the Vehicle.

當有關司法管轄當局法院或經保險公司調查認定該事故是由任何一份預定表格中載明之駕駛人過失造成，則該駕駛人應對所有保險公司未涵蓋之損失項目負責。

10.3.3. Pending or in the absence of such determination of fault, the cost of such damage or compensation shall be shared between the Customers who were Drivers of that Vehicle or responsible for Drivers of that Vehicle in equal shares without regard to which of the Drivers was driving at the time of the accident or other event.

在無法判定責任方或缺乏上述判定依據時，上述損失應由該車輛上所有駕駛人員（或對該駕駛人員負責之客戶）平均分擔。

10.4. Offset against Vehicle Deposit 車輛押金扣抵

10.4.1. Pending determination of responsibility as provided in this clause, the amount for which the Customer is deemed hereunder to be responsible may be deducted from the Vehicle Deposit as provided in Condition 5.

本條款規定中，尚未判定責任方時，客戶被認定有責任承擔之賠償金額將從本協議第 5 條中約定之車輛押金中扣除。

11. Complaints and Refunds 投訴及退款

11.1. Making a Complaint 投訴

If a Traveller has a complaint about any arrangements for the Journey, the Customer must bring it to the attention of the Journey Host or other responsible representative of the Company at the time so that they may use their reasonable endeavours to rectify the situation during the course of the Journey. Failure to complain at the time will affect the Customer's ability to claim compensation from the Company under this Condition.

若客對行程中某些安排不滿意，客戶應立即向領隊或本公司其他負責代表反映，本公司會盡合理努力在行程中對此情形進行改正。若客戶沒有立即進行投訴將影響客戶日後根據本協定對公司要求賠償之可能。

11.1.1. If the Journey Host is unable or unwilling to rectify a complaint to the satisfaction of the Traveller, then the Customer must obtain written confirmation of the fact from the Journey Host who shall be bound to provide such confirmation on request.

若領隊不能或不願意對投訴事項進行改正以使旅客滿意，客戶應向領隊要求書面事實確認書，領隊有義務應客戶要求提供事實確認書。

11.2. Self-Rectification 自主糾正

Upon receipt of such written confirmation and, if the Traveller reasonably considers that the issue about which the complaint was made is not trivial, then the Traveller shall be free to take steps to rectify the situation personally and to recover from the Company all reasonable and properly vouched costs incurred in so doing.

旅客在收到事實確認書後，若合理判斷此非可置之不理之瑣碎事項，旅客可自行採取措施糾正之，並可要求本公司補償所有合理、適當且有單據證明之已發生費用。

11.3. Making a Claim 賠償申請

11.3.1. Complaints about any problems that were not rectified during the course of the Journey and claims for refunds of expenses incurred in the course of self-rectification of such problems must be made in writing to the Company within one calendar month from completion of the Journey and be supported by the written confirmation of the Journey Host of his inability or unwillingness to rectify the problem and all

necessary vouchers for cost incurred in the course of self-rectification.

行程中未糾正事項之投訴與自主糾正過程之賠償申請須於行程結束後一個月內以書面形式提出，並提供領隊發出且載明其不能或不願意對投訴事項進行改正之事實確認書與自主糾正過程中產生必要費用之證明單據。

11.3.2. The Company will pay reasonable compensation if a Traveller's enjoyment of the Journey has been materially adversely affected as a result of the matter complained about but will pay no compensation if there has been no fault on the part of the Company or its service providers and the reason for the failure in the Journey arrangements was the Customer's fault or indisposition (which the Traveller should insure against) or due to the actions of someone unconnected with the operation of the Journey or if the circumstances could not have been reasonably foreseen or avoided by the Company or its service providers.

若投訴事項嚴重負面影響旅客享受行程之程度，本公司將進行合理賠償。但若造成該投訴事項之因素並非本公司或其服務提供者之過錯、行程安排上之失誤為客戶本身之過錯或無法配合（旅客應避免此情況發生）、因與行程運作無關之人或為合理狀況下無法預見或避免之情況造成，本公司將不提供賠償。

11.3.3. All Travellers' complaints must be lodged by or through the Customer.

所有旅客的投訴都應由客戶提出或通過客戶提出。

12. Journey Host, Crew and Pre-Departure Meeting 領隊、隨行工作人員及行前會議

12.1. Journey Host and Crew 領隊與隨行人員

The Company will assign a Journey Host and such other crew members as it may in its own absolute discretion deem necessary or desirable for the proper conduct and management of the Journey. The Journey Host and crew members shall have the same authority in making and executing decisions that affect the operation of the Journey as a captain of a ship has in relation to the operation of his ship.

本公司依行程管理與安排之需要，有權委派一名領隊及其他隨行工作人員。隨領隊與隨行人員之關於旅程運作的決策執行權利如同船長之於其船隻之運作管理。

12.2. Pre-Departure Meeting 行前會議

12.2.1. A Pre-Departure Meeting is held at the Pre-Departure Meeting date, time and venue notified to the Customer by the Company in order to brief Travellers on the details of the itinerary and conduct of the Journey and to meet the Journey Host, crew members and fellow Travellers.

行前會議旨在簡要告知旅客行程路線細節、旅程中個人行為要求並與同行旅客、領隊、隨行工作人員見面。本公司將通知客戶行前會議之日期、時間與地點。

12.2.2. Except with the prior written consent of the Company or in very extenuating circumstances and in the discretion of the Company, failure to attend the Pre-Departure Meeting will be deemed to be late cancellation of the Journey on the part of the Traveller concerned and the provisions of Condition 7 shall apply.

除非取得事前取得本公司書面同意或本公司認為情有可原，缺席行前會議將被視為相關旅客延遲解約，本協議第 7 條將予適用。

13. Behaviour and Drugs 行為與藥物

13.1. General Behaviour 一般行為

13.1.1. It is the Customer's responsibility to ensure that no Traveller behaves in a way which may be

other Traveller, crew member or the local community or damage to any Vehicle or any property belonging to others. In the case of any such behaviour, the Journey Host or, in his absence or incapacity, any other crew member shall have the right to terminate this Agreement and to refuse to allow the offending Traveller and/or (in the absolute discretion of the Journey Host or crew member concerned) the Customer to participate further in the Journey. Upon such termination, the Company's service providers shall be under no further obligation to provide any further services or facilities to the Traveller concerned and/or (as the case may be) to the Customer.

客戶有義務確保同行旅客不作出可能對其他旅客、領隊、隨行人員、當地人群、車輛或他人財產造成危害或侵犯之行為。如果存在上述行為，領隊或其他隨行工作人員（當領隊不在場或無法履行職責時）有權終止此協議，並拒絕該名具侵犯性之旅客和/或客戶繼續參加此行程（領隊或相關隨行工作人員保留最終決定權）。協議終止後，本公司之服務提供者也無義務對此旅客或客戶繼續提供服務或設施。

13.1.2. In particular, all Travellers must obey all national, regional and local laws and regulations in effect in the places visited. Wilful failure to do so shall be deemed to be offensive behaviour for the purposes of this Condition.

所有旅客尤其必須遵守當國、區域之法律與規定，故意之違反將被視為本協議中之侵犯性行為。

13.2. Illegal Drugs 非法藥物

13.2.1. Under no circumstances are any illegal drugs allowed on any part of the Journey. Anyone discovered in possession of any such drugs will be automatically deemed to be guilty of offensive behaviour hereunder and asked to leave the Journey immediately without question or refund.

任何情況之下，非法藥物在行程之任何部分皆不被允許。持有非法藥物者都將自動被視為具有侵犯性行為，並會被要求立即離開此行程，且無權獲得任何退款。

13.2.2. Termination under this condition shall be deemed to be late cancellation by the Traveller concerned and/or (as the case may be) the Customer and the provisions of Condition 7 shall apply. In addition, the Customer shall be liable to reimburse the Company for any expenses whatsoever that it incurs as a result of such behaviour

因本情況結束行程將被視為相關旅客與/或客戶延遲解約，本協議第 7 條將予適用。此外，客戶將有義務賠償本公司其行為而產生之所有費用。

All Travellers should be aware that all Asian countries have very strict laws and procedures concerning illegal drugs and that simple possession may expose the possessor of such drugs to life imprisonment or even the death penalty. The Company shall have no liability under any circumstances for the consequences of a Traveller being found in possession of illegal drugs.

所有旅客應了解所有亞洲國家對非法藥物之法律及相關規定甚為嚴格，單純持有非法藥物即可能被判處終身監禁或死刑。若旅客被發現持有非法藥物，本公司不承擔任何責任。

14. Fitness 健康

14.1. Strenuous Activities 高強度活動

Many Journeys are in the nature of an adventure and will include activities that require a minimum level of fitness equivalent to that obtained by a normally healthy person engaging in routine daily exercise such as golf, jogging, energetic walking, tennis and the like. Activities during the Journey may include (but are not limited to) hiking, off-road walking, walking on uneven steep cobbled streets, horseback riding, activities taking place in high altitude, off-road mountainous

and each Traveller should check the Journey Dossier to ascertain whether it includes activities that they may be unable or unwilling, for health or any other reasons, to participate in. The Company accepts no responsibility for any illness or accident suffered by a Traveller by reason of his incapacity to fulfil or participate in any of the Journey's activities.

許多行程內容皆有冒險性質，且需要相當程度之體能，約等同於每天從事運動如：高爾夫、慢跑、快走或網球等可達到之體能狀態；行程中活動包括（但不限於）：健行、越野步行、在陡峭不平坦的石子路上步行、騎馬、高海拔處活動、山區越野駕駛和在平坦的區域駕駛。客戶及每位同行旅客皆應詳讀行程說明文件，以確定行程是否包含其基於健康或其他原因不能或不願意參加之活動。若旅客因自身狀況不適合完成或參與活動，進而引發任何疾病或事故，本公司將不承擔任何責任。

14.2. General 一般要求

14.2.1. In all cases, the Customer is obliged to notify the Company in writing if any Traveller has any physical or other condition or disability that might be expected to create a hazard to himself or herself, to other Travellers or crew members or to the local community. The Customer warrants that no Traveller has any such condition or disability of which written notice has not been given to the Company.

在任何情況下，若旅客有任何身體健康狀況、殘疾或其他可能導致對其自身或其他旅客、工作人員、當地人群造成危害之情況，客戶有義務以書面形式告知本公司。若未以書面告知本公司，則視為客戶保證沒有同行旅客存在上述身體健康狀況或殘疾。

14.2.2. If any activity undertaken during the Journey includes a cruise or excursion or transfer by boat of any sort, the Customer must make it known at the time of booking if any Traveller is unable to swim. This will not prevent the Customer from participating in the Journey but will enable the Company to take additional precautions for the Customer's safety at such times as may be appropriate

行程中如包含乘船遊覽或因其他情況需乘坐船隻，若有旅客不會游泳，客戶必須在預訂時即告知本公司。此舉並不會影響旅客參加此行程，本公司將因此採取更多適當措施以確保旅客安全。

14.2.3. If in his own unfettered discretion the Journey Host or a responsible crew member is of the opinion that any Traveller does not meet the minimum level of fitness for a particular activity, he may prohibit the Traveller from participating in that activity. Disregarding such a prohibition shall be deemed offensive behaviour under the provisions of Condition 13.

若領隊或負責之隨行人員正常自主判斷某旅客身體條件未達參加特定活動之要求，其有權禁止該旅客參加該項活動。若旅客無視此舉，將被視為本條款第 13 條之侵犯性行為。

14.2.4. If a Traveller shall be taken ill and become unable to participate further in the Journey as a result of participating in an activity for which the Traveller had a known hazardous condition or disability which was not disclosed to the Company in writing prior to commencement of the Journey, then the termination of the Journey by reason of such illness shall be deemed to be a late cancellation by that Traveller and the provisions of Condition 7 shall apply.

若旅客因已知但出發前未以書面告知之可能造成危險的身體狀況或殘疾在活動後導致生病且無法繼續進行行程，此情況將被視為旅客方面延遲解約，本條款第 7 條予適用。

14.2.5. The Company may impose upper and/or lower age, height or weight limits for a Journey and a Journey Host or responsible crew member may impose upper or lower age, height or weight limits for any individual activity which all Travellers shall be required to observe.

本公司將對行程制定年齡、身高或體重的上限和/或下限，領隊和負責的隨行人員也可針對某

特定活動制定年齡、身高或體重的限制，所有旅客皆應遵守。

14.3. Altitude Sickness 高山症

Where the Booking Form states that the Journey visits high altitude locations, then without prejudice to the generality of the provisions of this Condition, the Customer for himself and each of his Travellers warrants (and every Traveller shall be deemed to have warranted) that he, they and each of them has read and understood the high altitude-related information in the Company's Journey Dossier, has made such further investigations in that connection as he deems fit and has taken such medical advice as he deems appropriate. The Company shall not be liable to any Traveller or any person claiming by, through or under the Traveller for the consequences of the Traveller suffering at any time and in any place during the Journey from altitude sickness including damage to the brain or death.

當行程說明文件明示行程將包括參觀高海拔地區，在不影響其他條款的情況下，客戶保證自身與所有同行旅客（每一個旅客應被視為已被保證）已詳讀且知悉本公司提供之行程說明文件中高海拔活動相關訊息，並進行深入調查確信其健康狀況可適應高海拔地形，並已採取其認為恰當之醫療建議措施。本公司對任何旅客或通過旅客提出在行程中發生的包括對腦部造成損害甚或死亡等高山症引起之所有後果，概不負責。

15. Photography 攝影

15.1. Restrictions 限制

All Travellers must comply strictly with any restrictions on photography imposed by the local authorities in the locations visited during the course of the Trip and wilfully failing to comply with any such restriction shall be offensive behaviour for the purposes of Condition 13.

所有旅客應嚴格遵守行程中觀光地當局相關之攝影規範，惡意違反此規定將被視為第 13 條規定之攻擊性侵犯行為。

15.2. Privacy 隱私

Except where a Traveller has indicated to the contrary on the Booking Form or notified the Company to the contrary in writing, every Traveller shall be deemed to have granted to the Company and the crew (in their capacity as crew members and not personally) the right to use and permit others to use the Traveller's image and likeness together with or without the Traveller's first name (but not last name without the prior consent of the Traveller) in any publication promoting the Company and its attractions and/or any sponsor of the Trip and the products of any such sponsor but not further or otherwise.

若旅客未於預定表格中明確表示反對，或通過書面形式提出反對意見，所有旅客被視為已同意本公司及其員工（作為公司員工身份而非個人行為）使用或允許他人使用旅客之影像、肖像並附帶或不附帶旅客之名（未經旅客事前許可，不會使用旅客之姓氏）於推廣本公司及其活動與/或任何行程贊助商與贊助商之產品宣傳出版物上。除此之外，本公司不會更進一步使用旅客肖像。

16. Customer's Acknowledgements, Warranties and Responsibilities 客戶之確認、保證與責任

16.1. Fitness 適當性

The Customer for himself and every Traveller:

客戶為其本身與每位同行旅客：

16.1.1. Warrants that the Customer and every Traveller has acquainted himself with the features of the Journey provided in the Journey Dossier;

保證其與每位同行旅客已明確知悉在行程說明文件中明示之行程項目；

16.1.2. Acknowledges that every Traveller is aware of the extent to which the Journey constitutes travel in the nature of adventure in which certain risks are inherent and unavoidable including but not limited to driving on unsecured roads, horseback riding, hiking, attack by wild animals, local ethnic tensions, inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical

確認每位同行旅客了解旅程本質有固有及無法避免之風險，包含但不限於：在不穩定道路上駕駛、騎馬、健行、遭受野生動物攻擊、當地種族緊張局勢、緊急救難不易與醫療運送之困難。

- 16.1.3. Waives and releases the Company, its directors, officers, agents and staff from any and all liability arising out of any occurrence of whatsoever nature during the course of the Journey that may, with or without the benefit of hindsight, be deemed to be a risk of adventure;

對本公司及其董事、職員、代理人、員工因行程中發生之任何性質且可能在未來被認為是因冒險行程風險而產生之後果進行豁免，放棄求償；

- 16.1.4. Warrants that he has the full authority of each of the Travellers to enter into this Agreement and to exercise the rights and perform the obligations of the Customer hereunder in the name and for the account of each of the Travellers.

保證自己已取得所有同行旅客之完全授權，為其簽訂此條款，且代表其他同行旅客行使權利並履行義務。

16.2. Assumption of Risk 風險承擔

- 16.2.1. Whilst the Company will use reasonable efforts to provide up-to-date information about weather, political risk and other matters that might affect the Journey or a Travellers' participation in the Journey, it is the Traveller's personal responsibility to become and remain informed about the most current travel advisories issued by the Traveller's country of citizenship or residence or any other relevant country or authority. In the event of an active travel warning against travel to any specific destination or location of the Journey, should the Customer still choose to travel despite such warning, the Traveller shall be deemed to have assumed all risk of personal injury, death, property damage or other risk of any nature whatsoever that may arise out of any event of the nature warned against.

儘管本公司應盡合理努力提供最新的天氣情況、政治風險和其他可能影響行程或旅客參與旅程之資訊，遊客個人有義務瞭解其國籍、居住國或其他相關國家當局所發佈之當前旅行建議。若有旅程目的地或行經之地之旅行警告發佈，客戶仍選擇參加行程，課務與同行旅客將被視為自願承擔因旅行警告所針對事項引發之所有人身傷害、死亡、財產損失或其他任何風險。

- 16.2.2. All baggage and personal effects are at the owner's risk throughout the Journey.

行程中，所有行李與個人財物之風險由其所有權人自行承擔。

16.3. Age 年齡

Every Traveller under the age of 18 must be accompanied by a parent or a guardian who accepts full responsibility for them and subject, in all cases, to the ultimate discretion of the Company. The Customer warrants that the date of birth of each Traveller shown on that Traveller's passport submitted to the Company is true and accurate.

每位未滿 18 歲之旅客皆應由父母或對其全權負責之監護人陪同，且此陪同受制於本公司之最終決定權。客戶保證每位同行旅客提供給本公司的護照上顯示之出生日期真實且正確。

16.4. Truth and Accuracy 真實性與準確性

The Customer warrants that the information submitted to the Company on the Booking Form and in all other documents and submissions is true and accurate in all respects, that all original documents submitted to the company are the genuine original that they purport on their face to be, and all copies are true and accurate copies of their respective originals.

客戶保證其預訂表格及其他文件中提供予本公司之資訊皆真實且正確，所有提交給本公司之原始檔皆為正本原件，所有影本皆為個別原件之真實、準確之影本。

17. Exclusion and Limitation of Liability 責任的排除與限制

17.1. Exclusion 排除

- 17.1.1. The Company has organised and will operate the Journey as a benefit for its Customers participating in the Journey. Neither the Company nor any of its employees, shareholders, officers, directors, agents or assigns owns or operates any entity which agrees to or does provide products or services to Travellers for any of the purposes of the Trip. The Company purchases all such products and services from independent suppliers. The Company will use all reasonable commercial endeavours to compel performance by such suppliers of their contractual commitments to the highest level of service achievable but shall not in any circumstances be liable for any breach of contract or negligent or wilful act of any such supplier or any person for whom any such supplier is responsible.

本公司以旅客之利益為目的組織並運作此行程，本公司及它員工、股東、職員、董事、經辦人員均未擁有或運作在此行程中為旅客提供產品或服務之另一公司法人。所有產品及服務皆採購自獨立供應商。本公司將盡合理商業之努力促使供應商在履行合約義務過程中達到承諾之最高水準，但本公司不對供應商或供應商應負責人員之違約、惡意或疏忽行為負責。

- 17.1.2. In particular but without prejudice to the foregoing the Company is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labour activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of any Vehicle or any aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

特別說明，公司不對以下原因導致之任何人身傷害、損失、死亡、不便、遲延或個人財產損失負責，這些原因包括：天災、不可抗力、疾病、戰爭、騷亂、暴動、叛亂、動物、罷工或其他勞工活動、任何形式之犯罪與恐怖活動、服務超額預訂或等級降低、食物中毒、車輛、飛機或其他交通工具的故障、在搭乘任何一種交通工具時無法按時抵達或出發。

17.2. Waiver and Contribution 棄權

- 17.2.1. Each Traveller shall be deemed to have waived all claims against the Company hereunder except in the case of fraud, deliberate wrongful act or gross negligence on the part of the Company or any officer or employee of the Company.

除本公司或本公司員工有詐欺、惡意或重大過失之行為外，每位旅客都被視為已放棄所有針對本公司之賠償請求權。

- 17.2.2. The Company shall not in any event be liable for any damage to the extent that it was caused or contributed to by the act or inaction of a Traveller who suffered the damage.

本公司在任何情況下均不對由旅客自身原因導致之損失或損害負責。

17.3. Limitation 限制

- 17.3.1. If, notwithstanding the above, the Company shall be found liable for any loss or damage suffered by the Customer or a Traveller, then the liability of the Company in respect of any such claim shall be limited as set out in this sub-clause.

儘管存在上述規定，如本公司仍需對客戶或同行旅客遭受之損失承擔賠償責任，該賠償責任應限制在本則條款之範圍內。

- 17.3.2. In the event of the death, illness or injury of or to a Traveller which is the result of using a means of transport (including but not limited to airplane, boat, bus or train), then the amount of compensation recoverable from the Company hereunder shall be limited to the amount recoverable from the relevant common carrier or transport provider and further limited to that agreed in international laws, treaties and agreements.

如因使用某一種交通工具（包括但不限於飛機、輪船、汽車或火車）而造成旅客死亡、疾病或傷害，依據國際法律、公約及協議，本公司應賠償金額應限定於相關公共承運人或運輸者所提供之賠償金額以內。

- 17.3.3. In particular but without prejudice to the foregoing, the amount of compensation recoverable in respect of airplane flights shall be limited to the amounts provided by the Montreal Convention, the Moscow Convention and any other relevant international convention or treaty.

特別指出在不影響上述條款前提下，與空運相關之賠償金額應被限制於蒙特利爾公約、莫斯科公約或其他相關國際公約規定之範圍內。

- 17.3.4. The amount of the Company's liability hereunder for damage to property shall, except in the case of fraud or gross negligence on the part of the Company or a party for whom it is responsible hereunder, be limited by any relevant international convention or treaty and further limited to twice the price of the Journey paid by the Traveller making the claim.

除本公司或本公司負責之當事人存在欺詐或重大疏忽之外，本公司對財產損害之賠償總額，根據相關國際公約及協議規定，以提出賠償請求之旅客已支付之金額之兩倍為限。

18. Privacy and Data Protection 隱私及資料保護

- 18.1.1. All personal data provided to the Company by the Customer or any Traveller shall be dealt with strictly in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and the Company's Privacy Policy a copy of which may be obtained upon request to the Company.

所有由客戶或同行旅客提供給本公司之個人資料將依照《個人資料(私隱)條例》(香港法律第 486 章)或本公司之隱私政策進行嚴格保護。若客戶要求，本公司可提供隱私政策以供參考。

- 18.1.2. A Traveller may obtain a copy of the information about that Traveller held by the Company at any time in accordance with provisions of the aforesaid Ordinance.

旅客可在任何時間依據上述法規要求本公司提供當前所有之其個人資訊影本。

19. Notices 通知

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address, fax number or email address set out in the Booking Form (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other). Notices will be deemed delivered 48 hours after posting; at the time of delivery if delivered personally; or at the time of dispatch by fax or e-mail.

任何基於本協議之通知、要求或其他通訊應以書面形式作出，並按預定表格上明示之各方地址、傳真號碼或電子郵件信箱（或各方提前 5 天以書面通知形式載明之其他地址、傳真號碼或電子郵件信箱）寄出。以郵件方式寄出之通知，在發送後 48 小時即視為已送達，個人親送、傳真或電子郵件則視為在發出同時送達。

20. Force Majeure 不可抗力

Neither the Company nor the Customer or any Traveller shall be liable to the other for failure or delay in the performance of any of its or his respective obligations under these Conditions for the time and to

commotion, war, hostilities between nations, governmental law, order or regulation, embargoes, action by any Government or any agency thereof, act of God, storm, fire, accident, strike, sabotage, explosion, or other similar or different contingencies beyond the reasonable control of the relevant party.

This exclusion shall not apply to payment of the price of the Journey or any installment on account thereof.

若本公司、客戶或同行旅客因下列任一原因導致其對本協議義務無法或延遲履行，其不須對另一方負賠償責任。原因包括：騷亂、民眾暴動、國家間之戰爭及敵對行為、政府法律、規定或要求、禁令或其他由政府發佈之法令、天災、風暴、火災、意外事故、罷工、蓄意破壞、爆炸或其他類似或不同、超出任何一方合理控制外之情事。

21. Agreement and Status 協議及效力

21.1.1. The agreement constituted by the Company's acceptance of the Customer's booking subject to these Booking Conditions shall, together with the Booking Form submitted by the Customer, constitute the entire agreement between the Customer and the Company in relation to the relevant Journey, shall exclude all other terms and conditions as between the Customer and the Company other than any applicable international conventions and shall supersede all prior or contemporaneous communication or information provided. No agent or employee of the Company other than a director of the Company has the authority to vary or omit any of these conditions or promise any discount or refund.

本簽約條件與客戶提交之預定表格共同構成公司與客戶之間涉及相關行程之完整協議。該協議將排除雙方除了相關國際約定適用條款外之任何約定，其效力高於雙方之前任何溝通與資訊提供。除公司董事外，其他任何經辦人員或員工皆無權更改或刪除本協議之條件內容或作出任何折扣或退款承諾。

21.1.2. This Agreement is between the Company and the Customer. The Company shall have no liability of any kind to the Customer or to any other Traveller in respect of the Journey or any matter arising directly or indirectly out of the Journey whether in contract, tort or otherwise except as expressly provided or necessarily implied herein and (in the case of any Traveller other than the Customer) by and through the Customer hereunder. By participating in the Journey every Traveller is deemed to have accepted all of the conditions of this Agreement.

本協議約定於本公司與客戶之間，除本協議明確約定或必然默示（此處指同行旅客而非客戶）外，公司不對客戶或同行旅客直接或間接與行程相關之合約或侵權事項負責。通過參與此行程，所有旅客均被視為已接受本協議之所有條件。

22. Jurisdiction and Arbitration

管轄與仲裁

22.1.1. This Agreement shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China except to the extent that it is necessary to determine whether an act or omission done or omitted in any other country was lawful or unlawful in that country which shall be determined in accordance with the provincial law of the location of the act or omission.

本協議受中國香港特別行政區法律約束，並應按香港法律進行解釋。除需判斷發生於其他國家之行為或疏忽之合法性時，應依據該行為或疏忽發生地之法律判斷。

22.1.2. All disputes arising in connection with this Agreement shall be finally settled by arbitration in Hong Kong in the English language pursuant to the provisions of the Arbitration Ordinance, Cap. 341 of the Laws of Hong Kong by one or more arbitrators appointed in accordance with such rules.

所有與本協議相關之爭議應於香港、以英語仲裁之，仲裁應依據香港法律第 341 章進行，雙方可根據仲裁規則選擇一至多名仲裁員。

22.1.3. The institution or prosecution by either party of litigation for the purpose of protecting or preserving any right or preventing any lapse or default of any right or any abuse by the other party shall not be deemed to constitute waiver of the right to compel arbitration.

任何一方因保護、保留其權利、防止其權利流失或阻止對方濫用權利而提起訴訟之行為，不能被視為其放棄提起仲裁之權利。

22.1.4. The prevailing party in any proceedings at law or by arbitration relating to this Agreement shall receive, in addition to any other recovery, its reasonable and actual legal fees and costs.

在法律程序或仲裁中之獲勝方，除獲得其他應得賠償以外，並有權利要求對方支付合理、實際發生之法律費用。

22.1.5. No punitive damages may be claimed by or awarded to either party hereunder.

任何一方均不得向他方提出懲罰性賠償之要求。

22.1.6. Any judgment of any court having jurisdiction hereunder and any award of an arbitrator or arbitrators made hereunder shall be enforceable in any jurisdiction throughout the world.

任何法院做出之判決與任何仲裁員做出之裁決，在全世界皆有效並可執行。