

艺术访学服务协议
Academic Excursion
Service Agreement



协议双方
Between

甲方
(以下称作“参与者”)
Party A

姓
Last name

名
First name

住址
Resident Address

乙方
(以下称作“HIG”)
Party B

合善 (杭州) 文化艺术有限公司
Hesign International GmbH
Unter den Eichen 101
D-12203 Berlin, Germany

前言
Preamble

参与者已申请参加 HIG 提供的艺术访学服务，具体参见本协议所附附录——报名表。
为此，双方同意就下列条件购买报名表所述的艺术访学服务：

The participant has applied for an academic excursion package offered by HIG as outlined in the application form enclosed to this agreement as an Appendix.
Considering this, the Parties agree on the purchase of the academic excursion services as specified in the application form under the following conditions:

1. 签证与医疗保险服务

1. Visa & Health Insurance Services

1.1 客户到他国旅行需办理申根签证。为满足申根签证申请与医疗保险购买等事项要求，客户委托HIG办理申根签证申请、旅游医疗保险购买服务。就申根签证与医疗保险中介服务，HIG将为客户提供以下服务：

- 申根签证申请信息及填写协助；
- 申请签证申请中所需递交文件的协助；
- 向相关机构预约递交申请表与相关文件；
- 申根签证申请中，根据欧盟理事会2003年12月22日关于德国旅行医疗保险的相关规定(2004/17/EG)，医疗保险购买的中介服务；
- 旅行准备过程中的管理与其他相关服务。

1.2 客户的签证申请是否成功，完全由申请国的签证官根据客户递交的申请材料独立判断。在任何情况下，HIG都不承担由签证申请结果而导致被追溯任何赔偿的责任和义务。

1.3 客户必须知晓HIG在申根签证保险申请中仅限于调解作用，保险公司有可能拒绝与客户达成保险协议。

1.4 签证与医疗保险服务项下所有索赔必须在预计的签证期限结束后的10天内提出。

1.1 The client wishes to travel to a country that is party to the Schengen Agreement. To meet the statutory Visa and Health Insurance requirements the client is commissioning HIG with services regarding the application of a Schengen Visa, and mediation of travel health insurance services. HIG will provide the Client with the following services with regard to the application to a Schengen Visa and mediation of health insurance:

- Information and assistance with completion of the Visa application form.
- Information and assistance with regard the compilation of necessary application documents.
- Making an appointment for submission of application form and documents to the relevant consulate.
- Mediation of a travel health insurance compliant with the Decision of the Council of European Union from 22nd December 2003 (2004/17/EG) on the insurance requirements for Schengen Visa.
- Administration and service on pre-travel procedures and preparations.

1.2 The Client is aware that the decision for approval or denial of a Visa application is the sole authority of the relevant consulate. HIG will not assume any liability with regard to the outcome of the Visa application process.

1.3 Furthermore the client is aware that HIG's role is restricted to that of a mediator with regard to the necessary health insurance and understands that the insurance company may not agree to conclude an insurance contract with the client.

1.4 All claims under Visa & Health Insurance Services are subject to the statute of limitation within 10 days after the end of the envisaged Visa duration.

2. 艺术访学服务

2. Academic Excursion Services

2.1 HIG将向参与者提供报名表所述之艺术访学套餐的相关服务，具体如下：

- 2.1.1 中国北京至德国柏林往返经济舱机票；
- 2.1.2 机场往返酒店大巴；
- 2.1.3 全程三星级酒店住宿单人间；
- 2.1.4 访学期间一日三餐；
- 2.1.5 德国三城访学内容及延展项目；
- 2.1.6 全程专业中文翻译及协调；
- 2.1.7 参观美术馆、博物馆、展览等产生的门票费用。

以下所有服务项目统称为“服务”

2.2 如果因超出HIG控制的情况导致HIG有正当理由更改服务时（即因病取消讲座，交通出现不可预见的技术问题，博物馆的开门时间变更等），HIG保留事先不通知参与者更改服务的权利。HIG将在合理的范围内努力以质量及价值相当的服务替代，并及时通知参与者。

2.3 HIG将按照报名表规定的日期履行服务和发送艺术访学相应文件，但，无论任何情况下，不得早于HIG收到本协议第2节规定费用之日。

2.1 HIG will provide the participant with the following services with regard to the academic excursion package as specified in the application form:

- 2.1.1 Economy class round-trip ticket from Beijing, China to Berlin, Germany.
- 2.1.2 Airport transfer at destination country to and from the hotel by Bus.
- 2.1.3 Three-star hotels accommodation (single rooms).
- 2.1.4 Dining including breakfast, lunch and dinner throughout the trip.
- 2.1.5 Three-City academic excursion and extension projects in Germany.
- 2.1.6 On-site Chinese coordination & translation services.
- 2.1.7 Entrance to museums and exhibitions as scheduled including fees.

all service items hereinafter together referred to as the "Service"

2.2 HIG reserves the right to make changes to the Service without prior notice to the participant should such changes be warranted by circumstances beyond the control of HIG (i.e. cancellation by lecturer due to sickness, unforeseeable technical problems with transport,

changed opening hours of museum etc.). HIG will make reasonable effort to substitute the change with a replacement of comparable quality and value, and will notify the Participant of such change without undue delay.

2.3 The Service and delivery of the corresponding travel documents by HIG is due as specified in the application form but under no circumstances prior to HIG's receipt of the fee in accordance with sec. 2 of this Agreement.

3. 费用与开具发票

3. Fees and Invoicing

3.1 参与者同意向 HIG 支付 [8,500.00] 欧元 (含 19% 德国增值税 1,615.00 欧元) 服务费用。

3.2 在双方 (以电子或手写或盖印的方式) 签署本协议后, 参与者需一次性支付艺术访学费用, 以欧元币种直接汇至德国柏林银行帐户:

开户银行 : Deutsche Bank Privat- und Geschaeftskunden AG

银行地址 : Kurfuerstendamm 28, D-10719 Berlin, Germany

开户单位 : Hesign International GmbH

开户单位地址 : Unter den Eichen 101, D-12203 Berlin, Germany

IBAN: DE37 1007 0124 0226 2459 00

BIC-Code: DEUTDEDB101

请注明用途 : BerlinX 2 [参与者姓名]

注: 其他人员代缴纳学费者, 此处请务必注明参与者本人姓名。

3.3 该付款所产生的所有银行和外汇兑换服务费用必须由参与者承担。如果 HIG 承担了任何此类费用, HIG 保留向参与者开具发票的权利。

3.1 The participant agrees to pay HIG a fee for the Service of [8,500.00] Euro (incl. 19% German Value-Added Tax in the amount of 1,615.00 Euro)

3.2 The Academic Excursion Fee is due immediately with written, electronic or imprint of signature of this Agreement by the Parties and must be directed in the Euro currency to the following bank account:

Bank name: Deutsche Bank Privat- und Geschaeftskunden AG

Bank Address: Kurfuerstendamm 28, D-10719 Berlin, Germany

Account owner name and address: Hesign International GmbH

Unter den Eichen 101, D-12203 Berlin, Germany

IBAN: DE37 1007 0124 0226 2459 00

BIC-Code: DEUTDEDB101

Purpose: BerlinX 2 [Participant Name]

Note: parents or other persons who pay the fee on Participant's behalf, please state the participant's name in transaction purpose.

3.3 All banking and foreign exchange service fees with regard to this payment must be borne by the Participant. Should HIG incur any such fees it reserves the right to invoice them to the Participant.

4. 责任、风险范围和保险

4. Liability, Risk Coverage and Insurance

4.1 除了人身伤害、重大过失或故意行为不当以外, HIG 对参与者负有的责任在任何情况下仅限于支付艺术访学费用的三倍金额。此外, HIG 可根据法定或国际规范援引适用于其签约服务提供商的任何损害索赔或责任限制。

4.2 HIG 承诺由德国知名的保险公司为上述责任和风险投保。它还将确保 HIG 破产时支付艺术访学费用。

4.3 HIG 仅限于第三方提供服务的中介, 对该服务概不负责。

4.1 With the exception of physical injury, gross negligence or willful misconduct HIG's liability towards the Participant is under all circumstances restricted to the triple amount of the Academic Excursion Fee. Furthermore, HIG may invoke any restriction of damage claims or liability that apply for its contracted service providers due to statutory or international regulations.

4.2 HIG commits to insuring the aforementioned liabilities and risks with a recognized German insurance company. It will also insure the Participants payment of the Academic Excursion Fee against insolvency.

4.3 To the extent that HIG's role is restricted to the intermediation of a service provided by a third party it assumes no liability with regard to this service.

5. 保证

5. Warranty

5.1 如果服务违反了合同保证, 参与者可要求 HIG 采取补救措施。但如果此类措施所承担事项不合理, HIG 可予以拒绝。HIG 还可通过提供具有同等质量的其它服务予以补救。

5.2 在 HIG 违反合同保证期间, 如果服务的实际价值与服务的合同担保价值不匹配, 参与者可要求减少艺术访学费用。如果参与者未将此违反情况通知 HIG 并给予其合理的时间予以补救, 则不得减少金额。

5.3 如果服务违反相关合同保证, 参与者必须在合同规定返回日期后的一个月内向 HIG 递交申诉, 并于一个月后自动失效。

5.4 与德国民法第 651 c 节至第 651 f 节相关的索赔时效在参与者合同规定返回日期后一年内失效。

5.1 Should the Service be in violation of contractual warranties the Participant may request remedial action from HIG. HIG may deny remedial action should such action be an undue burden. HIG may also perform remedial action by offering an alternative service of comparable quality.

5.2 During a violation of contractual warranties by HIG the Participant may request a reduction of the Academic Excursion Fee to the extent that the real value of the Service does not compare to the contractually warranted value of the Service. Such reduction is not applicable should the Participant fail to notify HIG of the violation and give him due time to take remedial action.

5.3 Any violation of contractual warranties regarding the Service must be asserted with HIG within a month after the contractual return date of the Participant, If the participant does not submit the claim within one month of the statutory submission deadline, claim shall be invalid automatically.

5.4 Claims regarding sec. 651 c to 651 f of the German Civil Code expire under the statutory limitations within one year after the contractual return date of the Participant.

5.5 Claims with regard to loss, damage or misdirection of the Participant's luggage must be asserted with the transport provider at fault (i.e. air carrier, bus carrier).

6. 取消与终止

6. Withdrawal and Termination

6.1 在报名表规定的开始日期前，参与者可在任何时候取消协议。参与者的取消声明为 HIG 收到的时间为准。声明必须为书面形式。

6.2 如果参与者行使其取消权，HIG 可对其已产生的费用要求合理的复合补偿。复合补偿比例如下：

- 6.2.1 在开始日期前六周取消：艺术访学费用的 20%；

- 6.2.2 在开始日期前六周内取消：艺术访学费用的 90%。

6.3 参与者可向 HIG 提供证据证明与取消的相关费用低于复合赔偿比例。

6.4 在下列情况下，HIG 可事先不予通知终止本协议：

- 6.4.1 HIG 发现参与者严重扰乱服务。在这种情况下，HIG 仍然有权收取艺术访学的全款。

- 6.4.2 参与者在艺术访学期间严重扰乱服务或即使在收到警告通知后仍然不遵守艺术访学管理人的指示。在这种情况下，HIG 仍然有权收取艺术访学费用的全款。提前离开产生的任何费用由参与者承担。

- 6.4.3 服务参与者人数未达到最低人数十人。这种情况下，HIG 将向参与者偿付艺术访学费用的全款。

6.5 如果因不可抗力（如战争、自然灾害、传染病、工人罢工）导致服务不可行或有危险，HIG 也可以终止本协议。如果是在艺术访学期间终止的，HIG 可要求合理地偿付其已产生的费用。

6.1 The Participant may withdraw from this Agreement at any time prior to the starting date outlined in the Application Form. The defining time for the declaration of withdrawal by the Participant is the time of receipt by HIG. The declaration must be made in writing.

6.2 Should the Participant exercise his right of withdrawal, HIG may claim a reasonable compound compensation for its effected costs. The compound compensation rates are as follows:

- 6.2.1 Withdrawal up to six weeks prior to the starting date: 20% of the Academic Excursion Fee.

- 6.2.2 Withdrawal within six weeks prior to the starting date: 90 % of the Academic Excursion Fee.

6.3 The Participant may evidence to HIG that its costs associated with the withdrawal are lower than the compound rate.

6.4 HIG may terminate this agreement without prior notice under the following conditions:

- 6.4.1 HIG is made aware of information under which it may assume that the Participant will significantly disturb the Service. Under these circumstances HIG will remain entitled to the full Academic Excursion Fee.

- 6.4.2 The Participant significantly disturbs the Service during travel or does not follow instructions by the tour manager even after receiving a warning notice. Under these circumstances HIG will remain entitled to the full Academic Excursion Fee. Any cost of premature departure must be borne by the Participant.

- 6.4.3 The minimum number of 10 (in words: ten) Participants for the Service is not met. Under this circumstance HIG will reimburse the Participant with the full amount of the Academic Excursion Fee.

6.5 HIG may also terminate this Agreement if the Service is infeasible or hazardous under the conditions of Force Majeure (i.e. war, natural disaster, epidemics, worker's strike). If such termination is made during travel, HIG may request reasonable reimbursement for its effected costs.

7. 护照、签证、外汇、海关和健康规范

7. Passport, Visa, Foreign Exchange, Customs and Health Regulations

7.1 参与者独自负责遵守所有相关的护照、签证、外汇、海关和健康规范。HIG 对此不承担责任。

7.2 为了参加服务，参与者必须持有有效的护照和签证。可向该国的领事馆或领事代理处了解有关到目的国旅行的护照和签证的法律要求。因违反护照或签证要求导致的任何损失由参与者承担。

7.3 如果参与者违反外汇和海关条例，HIG 概不负责。因违反此类条例导致的任何损失由参与者承担。

7.4 要求参与者身体健康，并满足艺术访学之健康要求。HIG 没有责任考虑参与者的身体或健康限制或因此类限制偿付医疗费用。

7.1 It is the Participants sole responsibility to comply with all relevant passport, visa, foreign exchange, customs and health regulations. HIG does not assume liability to this regard.

7.2 In order to take part in the Service the Participant must have a valid passport and visa. Information on statutory passport and visa requirements for travel to the destination country can be obtained by the consulate or consular agency of this country. Any detriment resulting from the violation of passport or visa requirements is borne by the Participant.

7.3 HIG assumes no liability for the violation of foreign exchange and customs regulations by the Participant. Any detriment resulting from the violation of such regulation is borne by the Participant.

7.4 The Participant is responsible to meet the physical and health requirements of travel. HIG assumes no liability to consider physical or health constraints of the Participant or to reimburse medical costs resulting from such constraints.

8. 修改、无效性
8. Amendments, Invalidity

8.1 双方只能以书面形式修改本协议。双方可以书面或电子形式对本协议作出个人声明。

8.2 如果依据法定条例本协议的某一条款无效，则其它条款仍然有效。

8.1 Amendments to this Agreement by the Parties may only be made in writing. Individual Declarations by the Parties with regard to this Agreement may be done in writing or electronically.

8.2 Should a provision of this Agreement be invalid under statutory regulations the validity of the other provisions shall remain unaffected.

9. 合同语言、适用法律和司法管辖地
9. Contractual Language, Applicable Law and Place of Jurisdiction

9.1 本协议的合同语言为英语。如果提供了本协议不同语言的译文或如果双方以不同语言交流，仍然以英语版为准。

9.2 管辖本协议的法律为德国联邦共和国法律。参与者只能在 HIG 注册营业地所在的德国法院向 HIG 提起任何法律诉讼。

9.1 The contractual language of this Agreement is English. Should a translation of this Agreement be provided or should the Parties communicate in a different language, the English wording shall still prevail.

9.2 The laws of the Federal Republic of Germany govern this Agreement. Any legal action by the Participant against HIG may only be filed with the court of HIG's registered seat of business in Germany.

甲方（参与者）：
Party A:

乙方 (HIG):
合善（杭州）文化艺术有限公司
Party B:
Hesign International GmbH
