
CULTURAL, SPIRITUAL, HISTORICAL AND AUTHENTIC TOUR OF NEPAL

Trip Code: NPLTW04

Duration: 13 Days

Destination: Kathmandu-Namobuddha-Lumbini-Chitwan-Pokhara-Kathmandu

INCLUSIONS :

First-Class Service

24/7 local assistance and travel guidance

Airport Meet-and-Greet welcome service with the local tour guide

Guaranteed departures with just two guests

Small group with a maximum of 16 guests

A unique "local-host" experience exclusively offered by Tweet World Travel

Flights

Pokhara-Kathmandu

Meals

Daily breakfast

Welcome and farewell dinner

Full board (breakfast lunch and dinner) in Monastery stay and in Chitwan

Transportation

Superior private transport Throughout the trip

Arrival and departure airport transfers

All touring in air-conditioned vehicles

Sightseeing

Comprehensive sightseeing as per itinerary

All the Jungle activities and national park fees included in Chitwan

All local government fees & tax

Entrance fees at monuments

Accommodation

Kathmandu 4-star Hotel Shambala or similar

Pokhara 4-star Hotel Barahi or similar

Lumbini 4-star Buddha Maya

Chitwan Jungle Villa or Similar

DAY 1: Kathmandu arrival (D)

ROOM TYPE: Twin/Double

You will be picked up at the airport by one of our colleagues whom you will spot holding a sign bearing your name. H/She will escort you to our vehicle and then you will be transferred directly to your hotel. This is your free day in Kathmandu. In the evening we will have traditional local welcome dinner with cultural events.

Overnight at Kathmandu.

**DAY 2: Visit to historical places of Kathmandu (B)**

ROOM TYPE: Twin/Double

Day starts with a tour of Pashupatinath temple, regarded as one of the holiest temple for Hindus worldwide. It is dedicated to a manifestation of Shiva called Pashupati (Lord of Animals). Pashupatinath temple's existence dates back to 400 AD. The ornamented pagoda houses the sacred Linga or phallic system of Lord Shiva. Thousands of pilgrims from all over the world come to pay homage to this temple that is also called 'The Temple of Living Beings'.

You will head to the city of Patan which is the second largest of the 3 major cities of the Kathmandu valley. After a short stroll around the Durbar square that gives you an idea of the past regime and culture of this ancient Kingdom, you will visit a number of Buddhist shrines and monasteries founded in the ancient and medieval period some of which even date back to the BC era, including Mahaboudha temple, Golden temple, Rudra varna mahavihara, Ashoka stupa etc.

After lunch you will drive to Boudhanath Stupa which is claimed to be one of the largest Stupas in the world and the most important pilgrimage site for the followers of Tibetan Vajrayana Buddhism. This Buddhist complex which in the form of a mandala when observed aerially is adorned with prayer wheels on the outside and is circumnavigated daily by a horde of visitors, religious or non-religious.



Your final destination of the day is another Buddhist heritage of the valley, Swayambhunath stupa, situated at a vantage point that caters to you a good sunset view of the valley. Believed to have risen spontaneously (thus its name) from a lotus seed planted by an ancient Buddha of past eon, the shrine is commonly known as "monkey temple" as you can observe these impish yet harmless beasts running around in group or alone without any concern of the world.

Evening 3 hrs Eastern philosophy and spirituality session with our expert.

Overnight at Kathmandu.

DAY 3: Eat, Pray and Sleep at Buddhist Monastery with Monk at Namobuddha (B,L,D)

ROOM TYPE: Twin/Double

After breakfast, you will visit a hilltop Buddhist pilgrimage site called Namobuddha. It is believed that Buddha in one of his previous lives as a prince overwhelmed by compassion fed himself to a hungry tigress and her 3 cubs. The site seats an ancient monastery Tharung Tashi Yangtse of Karma Kagyu tradition. The peaceful viewpoint also offers a good range of panoramic scenarios of the Himalaya.

In Namobuddha you will stay at Namobuddha monastery with the monk and observe the monk pray and eat together.



DAY 4: Visit the Birthplace of Buddha, Lumbini (B)

ROOM TYPE: Twin/Double

You will start your journey early in the morning to Lumbini or the birthplace of Buddha. You will descend to an elevation of about 150m via 9 hours ride along 3 different highways, so you will instantly feel the temperature difference at your arrival. You will have a free afternoon at Lumbini of which you may avail by visiting the marketplace around.

Overnight at Lumbini.



DAY 5: Explore Lumbini with expert (B)

ROOM TYPE: Twin/Double

You will commence your sightseeing of this largest Buddhist religious complex of Nepal by visiting the historical remains pertaining to the birth of Buddha and its records including bathing pond, the nativity spot, Mayadevi temple, Ashoka pillar etc. Subsequently, you will visit the monastic zone comprising of Buddhist monasteries of both Theravada and Mahayana tradition belonging to several countries in the world where Buddhism is practiced.

Overnight at Lumbini.



DAY 6: Visit the ancient sites in Lumbini (B)

ROOM TYPE: Twin/Double

The 6th day is marked with visit to the religious and archaeological sites of Tilaurakot or the ancient kingdom where Siddhartha Gautama spent his first 29 years before renouncing in the search of The Ultimate Truth. Some of the places that you visit are Kudan where the father of Buddha received him after his enlightenment, Sagarhawa or the place of the massacre of Shakya clan, Gothihawa and Gothihawa thought to be the birthplace of two ancient Buddhas etc.

Overnight at Bhairahawa/Lumbini.



DAY 7: Chitwan (B,L,D)

ROOM TYPE: Twin/ Double

Drive to Chitwan today. The journey towards southern belt starts early and in approximately 4 hours you will reach our jungle resort situated at one of buffer zones of the Chitwan national park. You will embark on few jungle activities like birdwatching tour and/or jungle walk on the discretion of the nature guide. In the evening you will delight in the traditional stick dance performed by native Tharu people who dwelled the forest area even when it was uninhabitable.

Overnight in Chitwan.

**DAY 8: Activities at Chitwan National park (B,L,D)**

ROOM TYPE: Twin/Double

You will partake in a number of adventurous jungle activities including canoeing along Rapti river, visit to the elephant breeding center , jeep safari, etc. Apart from one horned rhinoceros, crocodiles and deer which are normal sight of the national park, you might even see tiger, leopard or python if you're lucky. Besides animals, there are nearly 450 different species of birds in the park that will render the forest safari colorful.

Overnight in Chitwan.

**DAY 9: Chitwan - Pokhara (B)**

ROOM TYPE: Twin/Double

Drive to Pokhara Roughly 4 hours of drive along the winding riparian highway will take you to Pokhara, the second biggest tourist destination in Nepal after Kathmandu. The valley has at its disposal a number of attractions and activities including lakes a couple of which are canoe-able, breathtaking views of snow-white peaks, stupa and temples, viewpoints etc. You have a free day in Pokhara which you may utilize by canoeing at Phewa lake or just strolling around its banks. In the evening, you might want to partake in the nightlife of the town.

Overnight in Pokhara.

**DAY 10: Pokhara (B)**

ROOM TYPE: Twin/Double

You will set out early in the morning to the hilltop village of Sarangkot in order to relish the magnificent sunrise on the Himalaya. After getting back to the hotel for the breakfast, you will then visit chief attractions of Pokhara including Davies falls, Gupteshwar cave, international mountain museum, before concluding at Phewa lake where you can go for boating if you like.

Overnight in Pokhara.

**DAY 11: Pokhara - Kathmandu (B)**

ROOM TYPE: Twin/Double

You will fly back to Kathmandu after breakfast, we will visit 45 mins drive in Changunaryan village where we have collaborated with READI an NGO, supporting education of the underprivileged kids. Be a part of the journey to visit the kids and local communities of Changunarayan. We cook with then enjoy food with local family.

Overnight in Kathmandu.



DAY 12: Kathmandu (B)

ROOM TYPE: Twin/double

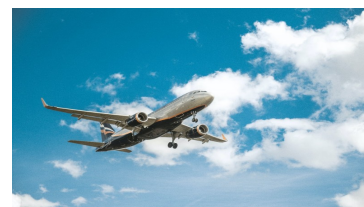
Spend half day exploring the local markets - one of the oldest in our secret exploration , and then spend another half day in Kathmandu for shopping if you want.

Overnight in Kathmandu.



DAY 13: Kathmandu Departure (B)

You will be transferred to the airport for your international flight home.



TOURS TERMS & CONDITIONS

I. DEFINITIONS TOURS

These Terms & Conditions set out the terms on which you contract with Tweet World Travel Tour Operator & Wholesaler Pty. Ltd. (ACN 653 476 316) trading as Tweet World Tours (collectively referred to in this document as “Tweet Tour Operator”, “we”, “our” or “us”).

These Booking Conditions set out the terms on which you contract with us for the arrangement and delivery of travel arrangements (“Arrangement”) including private tours, group tours, independent tours, lifestyle holidays, travel packages, activities, flights, accommodations, trains, transfers, cruises, air balloons, ferries, boats (collectively referred to in this document as “Service”) for your trip and which we agree to make, provide, or perform as part of our contract with you. These terms and conditions apply to bookings you make with our consultants (over phone or by email) or made directly via our e-commerce websites (“Booking Portal”).

When we refer to ‘you’, we mean any person that accesses or uses the Booking Portal.

By using or accessing the Booking Portal, you agree to be bound by these Terms & Conditions, and you represent that you have read and understood them. The person making the Booking shall be deemed to have accepted these Terms & Conditions on behalf of all the persons named in the booking. Please read the following terms and conditions carefully. You must not make any bookings unless you understand and agree with the following terms and conditions.

By asking us to confirm your booking and paying deposit or full payment, you will be contracting directly with third-party supplier(s) (“Supplier”) who are the principal supplier(s) of the “Service”. Each supplier may have its own terms & cancellation and you agree to be bound by the applicable Supplier’s terms & conditions (“Supplier Terms”) when you make a Booking.

II. AGREEMENT BETWEEN YOU AND TWEET TOUR OPERATOR

The Services of Tweet Tour Operator are offered to you on the condition of your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Tweet Tour Operator constitutes your agreement to all such terms, conditions, and notices.

III. MODIFICATION OF THESE TERMS OF USE

Tweet Tour Operator reserves the right to change the terms, conditions, and notices under which the services of Tweet Tour Operator are offered, including but not limited to the charges associated with the use of the Tweet Tour Operator’s service, without notice.

IV. BOOKING TERMS & CONDITIONS

1. BOOKING

- You warrant that (i) you are 18 years of age or older, (ii) all information supplied by you during your course of using the Services is true, accurate, current and complete
- By asking us to confirm your booking with an international travel booking, we will assume that all travellers on the booking have a valid passport. It is your responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited.
- Passenger names must be provided exactly as per passport at the time of booking. Any spelling corrections made after a payment is paid must be sent in writing and will incur additional fees, including any ticket/voucher re-issue fees and any Suppliers’ re-issue fees.
- By sending a payment or /paying for your booking, you acknowledge that the terms and conditions are fully understood, and agree to be bound by the terms, conditions and responsibilities set forth.

- Tweet Tour Operator reserves the right to correct any errors in rates quoted/invoice or calculated, or any omissions made at any time during your booking. Even once payment has been paid in full but an error in price has been found, Tweet Tour Operator reserves the right to correct any error.
- Tweet Tour Operator reserves the right to modify the price in case of exchange rate fluctuation while we provide a quote or make a booking for you. We continue to modify exchange rate even after your booking is made. The price is only guaranteed only when a booking is confirmed, and a full payment is already paid.
- Tweet Tour Operator reserves the right to substitute hotels, vessels and other forms of accommodation with properties or vessels of a comparable or higher standard.
- Tweet Tour Operator provides live availability of the Service, and the price is updated daily according to the exchange rate.
- Tweet Tour Operator is not a principal supplier of any Service, and when you make a booking via the Booking Portal, your booking is a direct contract between you and the applicable Supplier.
- By asking us to confirm your booking and paying deposit or full payment, you agree to be bound by the applicable Supplier's terms and conditions and any other rules or policies related to the Service. Notwithstanding the foregoing, to the extent that the Supplier Terms conflict with these Terms & Conditions in respect of your legal relationship with Tweet Tour Operator, these Terms & Conditions shall prevail.
- Tweet Tour Operator will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any Supplier or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with any Supplier. Your interactions with Suppliers are at your own risk.
- Airport transfers are included on the first and last day of all Tweet Tours at designated times. No refund will be given for unused transfers. Transfers cannot be re-routed to other pick-up points or destinations.
- Passengers who miss the pre-booked transfers must make their own way to/from the hotel at their own expense. A group transfer is generally a shared transfer and the type of vehicle used will normally be dependent upon the size of the group.

2. RESERVATION

- You can make a booking via our Booking Portal
- You acknowledge and agree that:
 - o All persons are fit and physically able to partake unaided in their chosen Service
 - o All parties acknowledge the physical demands and hazards involved in the Service they will be undertaking and have chosen to participate at their own risk.
 - o It is your responsibility to notify us of any dietary requests/requirements. We will pass on this information to the Supplier(s) these requests/requirements, however, cannot guarantee that they can always be accommodated.
 - o All parties understand that any medical or dietary information provided to us does NOT, under any circumstances, make Tweet Tour Operator and its Suppliers liable if a particular condition exacerbates while using the Service, which might affect their ability to participate in any portion of the Service.
 - o The Service DOES NOT include Travel Insurance. We strongly recommend that you purchase travel insurance for your trip.
- Deposit(s) per person is required within 7 days (unless otherwise stated) of us accepting your booking. A deposit will secure your booking/seat, please note that we may not hold any services for you until we receive payment of your deposit.
- The final balance of the travel arrangements is due no later than 65 days prior to the confirmed tour commencement date.

- Some trips may require payment (including full payment) earlier or in additional instalments and this will be advised with the booking confirmation.
- We will not surcharge for currency fluctuations once full payment has been received by us.
- Air travel is arranged with independent airlines. All airfares are subject to flight and booking class availability. Airfares will be booked and ticketed upon receipt of your full payment. Once air tickets are issued, airline amendment and/or cancellation fees apply and, in some cases, are non-refundable. Name changes and voluntary date and schedule changes will incur fees.
- Special Deals and Special Offers other than those advertised herein may be promoted by Tweet Tour Operator after the program is released. These new special deals/offers do not apply to existing bookings unless otherwise stated.

3. PRICING

- Price shown on the website is per-person basis and is in the selected currency set by you while using the sites. Price is based on local rate at the time of booking, converted at the prevailing foreign exchange rate as determined by Tweet Tour Operator. Tweet Tour Operator shall not be liable to you if prices change due to currency fluctuations.
- Price is subject to change without notice, until a booking has been confirmed and paid. Once the security deposit is paid the price will be guaranteed.
- Price does not include foreign departures port charges, customs, immigration, agricultural, passengers-facility charges.
- Price does not include tips/gratuities; vaccinations; emergency evacuation costs; passport and visa fees; baggage insurance, personal insurance; travel insurance, any item of personal natures.
- We reserve the right to surcharge the cost of your booked travel arrangements prior to commencement for circumstances beyond our control such as minimum passengers requirements not met, or the imposition of new or amended Government charges.

4. PAYMENT

- When you make a booking via Booking Portal, Tweet Tour Operator collects your payment information and processes your payment. In doing so, Tweet Tour Operator acts as the limited payment collection agent of the Supplier, collecting your payment for the applicable Service(s) on behalf of such Supplier.
- You will be required to pay a deposit or full payment when booking. Your consultant or our websites will advise you of how much that will be. Subject to your rights under the Australian Consumer Law, all deposits are non-refundable for changes of mind or cancellations by you.
- Deposit payment:
 - ? For FIT and Small Group bookings: The higher amount of \$500 per person **OR** 15% of the tour price
 - ? For Large Group & School Group bookings: \$700 per person

- A deposit will secure your booking/seat, however prices may change before you make the final payment.
- The final balance is due no later than 65 days prior to the confirmed tour commencement date.
- Any booking valued at or less than \$1,000 must be paid in full amount after booking confirmation. Some airfares or services must be paid in full at the time of booking.
- Some trips may require payment (including full payment) earlier or in additional instalments and this will be advised with the booking confirmation.
- We are under no obligation to remind you of a payment becoming due. If we fail to receive a payment from you by the due date for payment in clear funds, then this will be deemed a cancellation by you (see below).
- The value of your booking may be subject to taxes, duties, foreign transaction, currency exchange or other fees. Your bank or payment card company may convert the payment into the local currency and may charge fees. Tweet Tour Operator recommends that you contact your bank or card company if you have any questions concerning any applicable currency conversion.

You can make a payment in person in-store, via Bank Transfer, Credit Card, PayPal or Payment Gateway:

Online Payment: Our secure online payment gateway allows you to make payments using major credit cards, including Visa, MasterCard, and American Express. Simply visit our official websites and follow the prompts to complete your payment.

From 12 Sep 2023, we do not charge any additional fees or surcharges for payments made using credit cards. This means that when you choose to pay for your travel bookings with a credit card through our platform or with the assistance of our staff, there will be no extra costs imposed directly by Tweet World Travel.

Potential Bank or Merchant Fees: While we do not charge any fees for credit card payments, it's important to note that your bank or credit card issuer may have its own fee structure and policies. These fees are not under our control, and they vary depending on your bank or credit card provider. Therefore, the cost associated with using a credit card for your payment may depend on your financial institution's terms and conditions.

Bank Transfer: You can choose to make a direct bank transfer using the provided bank account details. This option is ideal for those who prefer traditional banking methods.

Over-the-Phone Payment: If you'd like to make a payment over the phone, our dedicated team is ready to assist. Simply give us a call at 1300 739 652 if you're in Australia, or +61 (8) 7226 1898 if you're calling from overseas. Our friendly staff will guide you through the payment process.

Payment at Our Office: If you prefer in-person transactions, you're welcome to visit our office. Our staff will be glad to assist you with processing your payment using your preferred method.

Payment Plans: In some cases, we offer convenient payment plans that allow you to split the total cost of the tour into manageable installments. Feel free to inquire about this option when you make your booking.

*****For late payment or urgent bookings, please notify us via email at**

payments@tweetworldtravel.com.au

Urgent processing will incur a fee of \$99 per person.

5. CANCELLATION & CHANGE FEES

5.1 CHANGE FEES

If you change any aspect of your booking, we will do our best to accommodate your request, but it may not always be possible. To request changes or amendments to your booking, including name changes, date changes, accommodation or activities etc. please follow the steps below::

- o You can make these requests in person at our store, through your online account, or by email to contact@tweetworldtravel.com.au. We do not accept verbal or phone requests.

- o Please note that some bookings may not be eligible for changes. Please refer to your booking's specific terms and conditions for more information.

Change / Amendment Fee:

If you request changes to your booking, you may be required to pay an amendment fee in addition to any fees charged by the travel service provider. The fees are as follows:

- o **Changes to Domestic/Trans-Tasman bookings** will incur a fee of \$69 per person in addition to travel service provider fees.

- o **Changes to International bookings** will incur a fee of \$99 per person in addition to travel service provider fees.

- o **Please note that any date changes for a tour & cruise will be considered a cancellation and will be subject to cancellation charges.**

Subject to the availability and agreement with the Supplier, Tweet World Travel does not guarantee the success of any Change Request. A Supplier may charge a fee to accommodate a Change Request, and you will be required to pay such fee. To the extent the Supplier is unwilling or unable to accept such Change Request, then your right to a refund (if any) shall be governed by the cancellation terms of your Booking.

For bookings that include international or domestic airfare, change fee will be in addition to the airlines' fees. Once air tickets are issued, airline amendment and/or cancellation fees apply and, in some cases, are non-refundable.

With international tickets, name changes are not permitted and is valid for the original ticketed passengers name and cannot be transferred into the name.

Subject to the availability and agreement with the Supplier, Tweet Tour Operator does not guarantee the success of any Change Request. A Supplier may charge a fee to accommodate a Change Request, and you will be required to pay such fee. To the extent the Supplier is unwilling or unable to accept such Change Request, then your right to a refund (if any) shall be governed by the cancellation terms of your Booking.

5.2 CANCELLATION FEES

5.2.1 CANCELLATION BY CUSTOMER

- In all circumstances, you must check the cancellation policy contained in the invoice or your confirmation document at the time of your Booking, which is the policy that will apply to and govern the terms of your cancellation and any refunds. If a separate set of terms & conditions is not expressly stated, the below booking general cancellation policy will apply if the booking is cancelled by you.
- **FIT & Small Group Tour Cancellation Fee:**
 - * More than 65 days prior to departure: loss of \$500 per person

- * Between 64 days to 40 days prior to departure: 55% of total price
- * Between 39 days to 31 days prior to departure: 75% of total price
- * Within 30 days of departure: 100% of total price
- * Any 'no show': \$100% of total price
 - + After the trip has commenced, we are unable to refund any amount for unused services due to your unwillingness, early departure, late arrival, or missed days on trip.
 - + We will not be liable to refund any loss or other costs you incur in connection with your booking that are unrecoverable such as visa expenses

- **LARGE GROUP & SCHOOL TOUR (from 15 pax and more)**

- * More than 115 days prior to departure: loss of first deposit
 - * Between 114 days to 65 days prior to departure: loss of all deposit
 - * Between 64 days to 55 days prior to departure: 85% of total group price
 - * Within 54 days of departure: 100% of total group price
 - * Any 'no show': \$100% of total group price
 - o After the trip has commenced, we are unable to refund any amount for unused services due to your unwillingness, early departure, late arrival, or missed days on trip.
 - o We will not be liable to refund any loss or other costs you incur in connection with your booking that are unrecoverable such as visa expenses
- If you make a Booking using a promotion code, or if you accept a discount or special-offer price during the check-out process, you may invalidate your discount or special-offer price by making a Change Request after Booking. All refunds are determined by the cancellation policy of the specific activity and do not include the sum of the Discount/Promotion.
- No refunds are available for no-show, or once any part of your booking has started to be utilised by you
- Occasionally a Supplier may make a change or cancel to a Service, including but not limited to the date, price, inclusions, coverage, age requirements and/or any other Service features and/or requirement. If the change proposed by the Supplier is material (for example, a change in dates and/or a significant change to the itinerary), and you are dissatisfied with the alternative that is offered, you will be entitled to a full refund of the original purchase price.

5.2.2 CANCELLATION BY TWEET TOUR OPERATOR

- For group set departure, if the minimum number of the group is not reached, we reserve the right to cancel or vary our tour 65 days prior to departure. If this event occurs, an alternative guaranteed travel date will be offered. Should these options not be acceptable by you, Tweet Tour Operator will offer travel credits to be used up to 24 months less visa cost, fuel surcharge and any other cancellation fees.
- If a booking is cancelled or varied prior to departure due to unforeseeable circumstances such as, but not restricted to, severe weather conditions or force majeure, Tweet Tour Operator will either change your travel arrangements as reasonably practicable to ensure your safety and invoice you for any additional costs. Tweet Tour Operator will offer credits to any unused part of your holiday package for future travel up to 24 months.
- During your trip, in the event of strike, bad weather, or force majeure conditions endangering the operation of the vessel safely or extraordinary circumstances, Tweet Tour Operator may at all times and without notice, advance or delay a departure or a stopover or, if need be, change ports of call, and may not be held responsible in the event of cancellation, earlier or later departure or arrival, modification or substitution. Tweet Tour Operator will offer credits to any unused part of your holiday package for future travel up to 24 months. Tweet Tour Operator will not be liable to any additional associated costs incurred to the travellers whatsoever.
- Force majeure events are beyond our control, including but not limited to war, civil disobedience, terrorism, insurrection, accident, explosion, sickness, epidemic, pandemic, fire, floods, severe weather, acts of God, acts of Government, alteration or cancellation of scheduled air services, accidents to or failure of machinery or equipment or industrial action.

5.2.3 CANCELLATION BY THIRD-PARTY SUPPLIER

- Tweet Tour Operator is not the principal supplier of the Service. One or multiple Third-party supplier(s) ("Supplier") are the principal supplier(s) of the "Service" provided to you.
- If the Supplier change its schedules, or cancels their service for reasons beyond our control, we will use our reasonable endeavours to notify you.

- If any such changes result in your Service costing more or otherwise being materially different, then you may cancel the Service. This may result in a monetary refund to you or travel credits to use in the future. The refund/credits may subject to cancellation and admin fees charged by us. Please check with your travel agents/ our consultant before cancelling or amending a Service in these circumstances.

V. LIABILITIES

- Tweet Tour Operator has no control over, or liability for, the Services provided by third-party Supplier(s). We disclaim and will be exempt from liability for anything to do with the supply of third parties' Services.
- By making a booking, you agree to accept all risks associated with the Supplier. You agree to unconditionally release Tweet Tour Operator from all liability, including without limitation in contract and in tort, for any cause or action, including any injury, damage, loss, cost, delay, additional expense or inconvenience caused directly or indirectly as a result of the inherent risks associated with the service made by the Suppliers, or any force majeure events or other events which are beyond our control, including but not limited to war, civil disobedience, terrorism, insurrection, accident, explosion, sickness, epidemic, pandemic, fire, floods, severe weather, acts of God, acts of Government, alteration or cancellation of scheduled air services, accidents to or failure of machinery or equipment or industrial action.
- Tweet Tour Operator will not be liable for any injury, damage, loss, cost, delay, additional expense or inconvenience associated with unforeseeable circumstances such as force majeure, adverse weather, flight rescheduling and faults with transportation or road conditions may also have an effect on the operation of the Service. We strongly urge you to undertake a high level of personal responsibility in order to ensure that possessions, equipment and personal documents are closely monitored and protected at all times. We also strongly advise you to purchase appropriate travel insurance to protect you from financial loss and personal injuries in the event of an emergency.
- You acknowledge and agree that there are inherent risks involved in participating in the Service, including without limitation of possible contact with native flora/fauna, local residents, unforeseen events (force majeure) and travel in remote locations. You agree to release Tweet Tour Operator from any liability associated with these risks.
- If the Service is affected in any way by a force majeure event, we or the Supplier(s) may in our discretion vary or cancel any itinerary or arrangement in relation to the Service as we consider necessary. You agree to release Tweet Tour Operator and its Supplier(s) from any liability associated with any variation or cancellation.
- The Supplier(s) are not our consultants or employees and are not under our direct control. We therefore do not warrant the performance of any Supplier. We do not accept, and you release us from, all liability for any injury, loss, damage, costs or expenses, including without limitation any property damage or personal injury, that you may suffer which arises out of any act or omission of a Supplier who provides arrangements for the Service(s) that you book. Any claim that you may have in relation to a Supplier should be raised directly with that Supplier.
- You are responsible for any injury, loss, damage, costs or expenses arising through your own fault. You agree to indemnify us against all actions, proceedings, claims, demands, expenses and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against us) as a result of, or arising in relation to, whether directly or indirectly, your participation in the Service or any act or omission by you in relation to the Service.
- To the extent permitted by law, we do not accept any liability in contract, or otherwise for any injury, damage, loss (including consequential loss), delay, additional expenses or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of the Supplier(s) over

which we have no direct control. We do not accept any liability for any loss (including consequential loss or any associated costs) caused in case the Supplier becomes insolvent and goes out of business. Any payment already made to the Supplier in such case might be unrecoverable, and no refund will be made.

- Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). This liability clause is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

VI. TRAVELER'S RESPONSIBILITY

- It is your responsibility to advise us, your travel agent or the Supplier of your departure and arrival time, or any changes or delays you might encounter. If you do not notify us, your travel agent or the Supplier in a timely manner and you arrive on a delayed flight and miss your allocated pick up (if the Service provide Airport Transfer), you will need to make alternative arrangements at your own expense.
- If your Service include Airport Transfer, your arranged Airport Transfer service will pick you up as scheduled and may attempt to wait for your scheduled arrival up to 1 hour. If your delay is longer than this waiting period, you will have to make alternative arrangements at your own expense.
- If your Service provides a pick-up venue and pick-up time, it is your responsibility to be present at the advised venue and time. The Supplier will not wait for you, and if you are late, you will miss out the pick-up time. Passengers who miss the pre-booked transfers must make their own way to/from the hotel at their own expense. A group transfer is generally a shared transfer and the type of vehicle used will normally be dependent upon the size of the group
- The Supplier will not accept any participation once the Service has already commenced. No refund will be provided in these circumstances.
- Make sure you collect your travel voucher and any other necessary documentations 7 day prior to departure. You are responsible to check if all details and documents are correct for your booking.
- It is your responsibility to notify us of any dietary requests/requirements. We will pass on this information to the Supplier(s) these requests/requirements, however, cannot guarantee that they can always be accommodated.
- All parties understand that any medical or dietary information provided to us does NOT, under any circumstances, make Tweet Tour Operator and its Suppliers liable if a particular condition exacerbates while using the Service, which might affect their ability to participate in any portion of the Service.
- It is your responsibility to ensure that all invoice, itinerary details and documentation issued by Tweet Tour Operator, your travel agent or the Supplier(s) are received and correct, and that the customer is aware of amendment and cancellation conditions and other clauses in these Booking Terms & Conditions. You acknowledge that you fully understand and agree to Tweet Tour Operator's Terms & Conditions by the time of booking.
- After a booking is made, if the Supplier(s) require information of your legal documents, you will need to provide us or the Supplier this information via your online account, Passenger Online Booking Form or via email to us or your travel agents. If these required documents are not received within 3 working days, the respective booking will be void.

- Travel voucher may be issued instantly depending on the Service you book, or will be issued and sent to you or your travel agents from 7 -15 days prior to departure. Make sure all travellers have obtained their travel voucher before travelling. The Supplier may require you to present the travel voucher to participate in the Service.
- If the traveller travels without our provided travel voucher, they might be denied embarking/joining the Service. It is your responsibility to contact to obtain all necessary travel documents.
- Please make sure you read and understand the travel vouchers, and that the travel voucher matches your booking. If there are any un-booked services / mistakes, you have to contact us or your travel agent immediately to rectify. Once the traveller has already embarked or joined the Service at the destination, we are not liable for any un-booked services / mistakes.
- It is the customer's responsibility to make sure that the travellers have the valid passport and visas and/or correct visa type to enter the destination country they are travelling to. Travellers might need to present the visas at multiple checkpoints and may be refused to fly out of their countries, if the visa documents cannot be presented. If such event occurs, we won't be liable and the travellers will be deemed as "no-show". The respective service booking will be cancelled with the applicable cancellation charge.
- Visa and other entry and exit conditions (such as currency, customs and quarantine regulations) change regularly. Contact the nearest Embassy or Consulate for up-to-date information.

VII. PASSPORT & VISA

- All travellers must have a valid passport for international travel and most countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. When making a booking, all travellers on the booking must have a valid passport. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. It is your sole responsibility if any fines, penalties, payments or expenditures incurred as a result of such documents not satisfying the requirements of those authorities.
- It is your responsibility to make sure that the travellers have the valid visas and/or correct visa type to enter the destination country they are travelling to. Travellers might need to present the visas at multiple checkpoints and may be refused to fly out of their countries, if the visa documents cannot be presented. If such event occurs, we won't be liable and the travellers will be deemed as "no-show".
- Visa and other entry and exit conditions (such as currency, customs and quarantine regulations) change regularly. Contact the nearest Embassy or Consulate for up-to-date information.

VIII. HEALTH

- Please ensure that you are aware of any health requirements and recommended precautions relevant to your travel, and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation may deny your entry into a country.

After a booking is made, travel agents need to send a scan copy of the travellers/passengers' passport together with a Passenger • We recommend that you consult with your local doctor or health specialist before commencing your travel. General health advice for the destination you wish to visit is also available from the Department of Foreign Affairs and

Trade.

- We recommend that you contact the Department of Foreign Affairs and Trade (“DFAT”) or visit their website at <https://www.smartraveller.gov.au> for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit. You can also register your travel plans with DFAT, so that you may be more easily contacted in an emergency.
- We strongly recommend that you familiarise yourself with the current status and updates to Australia's immigration and border arrangements during the COVID-19 outbreak, available at <https://covid19.homeaffairs.gov.au>.
- You also acknowledge and agree that:
 - * All persons are fit and physically able to partake unaided in their chosen Service etc. as outlined in the itinerary.
 - * All parties acknowledge the physical demands and hazards involved in the Service they will be undertaking and have chosen to participate at their own risk.
 - * All parties understand that any medical or dietary information provided to us DOES NOT, under any circumstances, make Tweet Tour Operator liable if a particular condition exacerbates while on the trip which might affect their ability to participate in any portion of the trip.

IX. TRAVEL INSURANCE

- The Service you book DOES NOT include Travel Insurance
- For your protection, we strongly recommend that you purchase comprehensive travel insurance for your travel arrangements (without limitation) that include coverage for medical expenses, loss of luggage, cruise, land content and airfare charges that may occur.

X. PUBLICITY

- When you book with Tweet Tour Operator, you agree that we or our Supplier(s) may use images of you taken during the trip and any comments made in writing or in video by you regarding the trip, without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium we or our Supplier so choose.
- If you do not want your images to be displayed or taken during the trip, you have to advise us and Supplier in writing at the time of booking, or when you collect your travel documents.
- If you didn't advise us during your booking or during your trip, we or our Supplier may use your image for promotion purposes. You reserve the right to request us to remove your images from online publications, however we cannot remove your images from any printed promotion materials. You cannot take legal action against these printed materials as we did not have your advice at the time of print.

XI. PRIVACY

- Tweet Tour Operator collects information about you (including health information where necessary) to process your travel arrangements, facilitate your participation in loyalty programs and conduct marketing activities and market research. If the information is not provided, we may not be able to make travel arrangements for you.

- We may disclose your personal information to our related companies, carriers, travel service providers, organisations which provide services to you.

XII. GOVERNING LAWS

- If any dispute arises between you and Tweet Tour Operator, the laws of Australia will apply.