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BEST OF JAPAN TOUR

Trip Code: TRRY-7236 **Duration**: 09 Days

Destination: OSAKA - HIROSHIMA - KYOTO - MT. FUJI - TOKYO

INCLUSIONS:

First-Class Service

24/7 local assistance and travel guidance Small group with maximum 16 guests A unique "local-host" experience exclusively offered by Tweet World Travel Airport Meet-and-Greet welcome service with local tour guide

Tour Guide & Tour Leader

English-speaking local tour guides who live and breathe the destination – they will bring your itinerary to life For a group of more than 10 people, on top of local tour guides, we will provide an experienced tour director. He or she will oversee your entire journey, accompany you every day and connect you to the people, places and encounters in a way you'll never forget

Meals

Welcome dinner

A unique & varied dinning experience.

Full daily breakfast; selected lunches and dinners (B=breakfast; L=lunch; D=dinner) per itinerary

Transportation

Arrival and departure airport transfers in private air-conditioned vehicles

Bullet Train Ride (Day 3, 4 & 6)

Our tour package includes convenient and comfortable transportation throughout your journey. You can relax and enjoy the sights as we provide transportation by air-conditioned vehicles, trains, and buses.

Whether navigating the bustling streets of Tokyo, traveling between cities, or exploring the scenic countryside, we ensure a smooth and hassle-free transportation experience.

Sightseeing

Entrance fees at monuments
Nara & Osaka full day tour with lunch
Osaka & Miyajima full day tour
Hiroshima half day tour
Kyoto half day tour & T\tea experience with Maiko in Kyoto
Kyoto full day tour with lunch

Tokyo full day Tour with lunch Mt. Fuji & Hakone full day tour with lunch Comprehensive sightseeing as per itinerary All local government fees & tax

Accommodation

Stay at excellent hand-selected 4-star hotels with daily breakfast

DAY 1: OSAKA ARRIVAL (D)

Upon your arrival at airport, you will be warmly greeted by our English-speaking guide, who will be holding a welcome board with your name. Sit back and relax as you are transferred to your hotel in a private air-conditioned vehicle, ensuring a comfortable journey. Please note hotel check-in at 2pm.

The remainder of the day is yours to enjoy at leisure. Take this opportunity to rest and acclimate to the vibrant atmosphere of Osaka. Unwind in your hotel or venture out to explore the nearby surroundings.

In the evening, after a short tour briefing by your guide, get ready for a delightful Welcome Dinner. Join your fellow travelers as you indulge in a delicious meal, experiencing the culinary delights of Japan. It's the perfect way to kick off your journey and immerse yourself in the local culture and cuisine.

Relish in the excitement and anticipation as you begin your unforgettable adventure through Japan.

Overnight in Osaka.

DAY 2: NARA & OSAKA DAY TOUR (B,L)

In the morning, you will travel to Nara to see the city's most famous landmark - **Todaiji Temple**. The immense temple hall was, until recently, the largest wooden structure in the world, and houses the massive Great Buddha of Todaiji. The temple is in a corner of **Nara Park**, which is home to over a thousand free- roaming, adorable **Sika deer**. These friendly creatures are protected by Nara, even recognized as an official symbol of the city. Stalls around the park sell special crackers to feed the deer, and some of the wild deer have even learned to bow when asking for food.

In Osaka, you will spend some time in **Dotonbori**, a popular shopping, entertainment, and food district. It is known for the hundreds of neon and mechanized signs that line its streets. Our group will also stop by **Shinasaibashi**, one of Osaka's oldest shopping destinations.

Overnight in Osaka.

DAY 3: OSAKA – MIYAJIMA - HIROSHIMA (B,D)





Your luggage will be delivered to hotel in Kyoto.

So, please prepare a small bag for 1 night in Hiroshima.

You will visit **Osaka Castle**; whose construction began in 1583 on the ruins of the Ishiyama Honganji Temple. The castle was the largest of its time and played a major role in the unification of Japan during the sixteenth century.

Transfer to Shin Osaka Station.

Then, experience a **Shinkansen bullet train** ride, which can reach speeds of up to 320 km/hour (200mph).

Upon arrival at **Hiroshima**, move to Miyajima -guchi Ferry terminal where you will take a short ferry ride to the **island of Miyajima**.

At high tide, the famed **vermilion torii gate** of the **Itsukushima Shrine** looks like it's floating in the middle of the sea. The shrine complex is listed as a UNESCO World Heritage Site and Miyajima has been selected as one of Japan's three most scenic places (nihon sankei).

Overnight in Hiroshima.



Today we will visit the Peace Memorial Park and Atomic Bomb Museum

Then, take a bullet train to Kyoto.

Arrive at Kyoto Station, then make your way to **historic Kyoto** and the lovely vermillion-colored **Fushimi Inari Shrine**, home to an almost 2.5-mile-long (4 km) tunnel of scarlet torii gates that were part of the film 'Memoirs of a Geisha'. The shrine complex wraps around a **bamboo forest** that features a backdrop of picturesque mountains, streams, and ponds. You will then take part in a once-in-a-lifetime experience — **tea with a Geisha in training**, known as a Maiko. The Maiko will prepare your tea and show you the Japanese art of the tea ceremony. After, she will be happy to converse, answer questions, and tell tales about local life. (You'll stay two nights in Kyoto).

Overnight in Kyoto.

DAY 5: KYOTO DAY TOUR (B,L?





Today we will continue our tour of Kyoto, once the capital of Japan and still consideredits cultural centre.

First is a visit to the **Nijo Castle**, built in the early 17th century. Ninomarugoten, renovated in 1626, is a building renowned as a priceless example of the architectural style of that period. At the **Nishijin Textile Center**, you can view displays of kimonos andeven watch a kimono fashion show. Visit the **Kinkakuji Temple** (**Golden Pavilion**)covered with 18 carat gold leaf. This three story structure was originally built by the Shogun Ashikaga Yoshimitsu in 1397.

Next is a visit to Arashiyama to see **Tenryuji Temple** where you can have a glimpse of traditional Zen landscape garden design. Then proceed through a dense **bamboo grove**, past several small shrines, tea shops and private houses before arriving at the **Togetsukyo Bridge** over Hozu River. This area is also famous for their colorful autumn leaves.

Lastly, we will tour **Gion**, the old Geisha Quarter, and Pontocho, whose cobblestone alleys vibrate with night life.

Overnight in Kyoto.



Today your luggage will be delivered to the hotel in Tokyo by courier service.

Your **morning is free** for you to relax or do some last minute shoppping until your hotel departure time when you will be transferred to Kyoto Station and **ride a bullet train** to Shinagawa Station.

Upon arrive at Shinagawa Station, you will move to your hotel in Tokyo.

Overnight in Tokyo.

DAY 7: TOKYO DAY TOUR (B,L)

Today is a sightseeing tour of Tokyo. We start the day at the **Imperial Palace**, the former site of Edo Castle and current residence of Japan's Imperial Family.

Afterwards, we will proceed to **the Asakusa Kannon Temple**, an active place of worship where you can see the largest paper lantern in Japan. You will also be able to explore **the Nakamise Shopping Street**. It is a traditional style shopping street. In the afternoon, we will visit **Tokyo Tower**, 333 metres high. You will take the lift up 150 metres to the observatory deck and get a bird's eye view of the city.

Then, travel to Shibuya where you will be amazed by the world's busiest pedestrian crossing **-Shibuya Crossing**.

Overnight in Tokyo.

DAY 8: MT. FUJI & HAKONE DAY TOUR (B,L)







This breathtaking day begins in Mt. Fuji at 5th Station

Journey to the lakeside resort of Hakone renowned for its hot springs.

Make a stop at **Hakone Open Air Museum**, is an outdoor sculpture gallery that plays with nature. Climb aboard the **Hakone Ropeway**, an aerial cable car for a breathtaking view* of Mt. Fuji.

Depends on weather conditions.

Proceed to Owakudani, located in active volcanic zone.

Then, back to Tokyo. Overnight in Kyoto.



DAY 9: TOKYO - HANEDA OR NARITA AIRPORT (B)

After breakfast assemble at hotel lobby and **transfer to the airport**.

Depart Japan for your next destination.



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 preform 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 represen1t 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 $\overline{\mathbf{OR}}$ 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.

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 ATAS Travel Accredited No. A13040

 Page 12 / 16

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.

