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LUXURY MYANMAR WELLNESS, SPA & YOGA TOUR

Trip Code: WLPMYR01
Duration: 9
Destination: YANGON - BAGAN - MANDALAY - INLE LAKE

INCLUSIONS :

Meals

Welcome & Farewell Dinner
A Unique & Varied Dining Experience
Full Breakfast Daily; Selected Lunches and Dinners (B=breakfast; L=lunch; D=dinner)

Tour Guide & Tour Leader

English-speaking local tour guides who live and breathe the destination – they will bring your itinerary to life
For 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 encounter in a way you'll never forget.

Transportation

Arrival and departure airport transfers in private air-conditioned vehicles
All touring in air-conditioned vehicles
Locally based professional drivers

Sightseeing

Entrance fees at monuments
All local government fees & taxes
Comprehensive sightseeing as per itinerary
Yangon City Tour with lunch
Bagan City Tour with lunch
Inle Lake boat & village tour
Inle Lake shopping tour
Traditional puppet show

Flights

All domestic flights within the tour with full-service airlines (where possible)
Yangon - Bagan
Bagan - Mandalay
Mandalay - Heho
All flights in Economy Class with luggage allowance

Accommodation

Stay at excellent hand-selected high-quality 5-star luxury accommodation in central location or adjacent to monuments or strategically at the edge of a wilderness.
Stay at 5-star Belmond Governor's Residence (or similar) in Yangon, with daily breakfast
Stay at 5-star Aureum Palace Hotel & Resort (or similar) in Bagan, with daily breakfast
Stay at 5-star Pullman Mandalay Mingalar (or similar) in Mandalay, with daily breakfast
Stay at 5-star Sofitel Inle Lake Myat Min Hotel (or similar) in Inle Lake, with daily breakfast

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First-Class Service

24/7 local assistance and travel guidance
Airport Meet-and-Greet welcome service with local tour guide
Breakfast in bed on selected days
Guaranteed departures with Just Two Guests
Small group with maximum 16 guests
A unique "local-host" experience exclusively offered by Tweet World Travel
6 x private yoga sessions as per itinerary
6 x private meditation sessions with Buddhist monks as per itinerary
6 x signature spa treatments
1 x therapeutic traditional massage
Enjoy Wellness cuisine program in Inle Lake

DAY 1: YANGON ARRIVAL (D)

On your arrival in Yangon, you will be welcomed and transferred to your hotel, Belmond Governor's Residence.

During the day, enjoy a 90-minute Signature Indulgences Spa Treatment at the hotel's spa.

In the evening, after a short tour briefing, our tour guide will take you out for a Welcome Dinner!

DAY 2: YANGON CITY TOUR (B,L,D)

Morning yoga session at the hotel.

Today, we will explore Yangon, Myanmar's largest city. During the city tour, we will visit the massive reclining Buddha at Kyaukhtatgyi Pagoda; the peaceful Kandawgyi Park with its glittering royal barge, before visiting Sacred Shwedagon Pagoda.

After lunch, join a private meditation session with a Buddhist monk to gain a deeper understanding of Buddhist philosophy. After the meditation session, you will be transferred back to your hotel.

Enjoy a 90-minute Aromatherapy massage at the hotel's spa.

DAY 3: YANGON - FLIGHT TO BAGAN (B,D)

Morning yoga session at the hotel.

Enjoy the morning at leisure. In the afternoon, we will take a short domesticflight to Bagan, you will be welcomed and transferred to Aureum Palace Hotel & Resort.

Enjoy a 90-minute signature massage at the hotel's spa.

After dinner, enjoy a traditional puppet show.

DAY 4: BAGON CITY TOUR (B,L)

Rise early to catch the beautiful Bagan sunrise from the poolside of the resort.

After breakfast, we will visit the morning market before exploring Bagan's most distinctive temples including Shwezigon that dazzles in gold, the delicately painted ceilings of Wetkyi-in-Gubyaukgyi, and Ananda, with its four standing Buddha's.

Immerse yourself in the Myanmar culture and participate in the ritual of sharing food to monks. This daily ritual is a chance for the local to do the deed of "dhana", which allows people to acquire merit for future reincarnation. Lunch is particularly important as it is the last meal of the day for monks.

Late afternoon sunset boat ride and yoga session at the bank of legendary Irrawaddy River.

Enjoy a 90-minute signature massage at the hotel's spa.

DAY 5: BAGAN - MANDALAY (B,L)

Take a short domestic flight to Mandalay, the gateway to the ancient capitals. On arrival, our tour guide will take you to explore Mandalay's must-see highlights.

Starting with Sagaing, this former royal city is known as the center of Buddhism in Myanmar. The nuns at ThaKyaDiThar Nunnery are welcoming and there is a fondness to chat as you admire the serene atmosphere of this large monastery. Travel by horse cart down tree line paths to see remnants of the old palace wall and Bagaya Kyaung monastery constructed from teak. Go behind the scenes of the gem and jade trade and watch as stones are cut, polished and sold over cups of sweet milky tea. It is serious business so be prepared to haggle for a bargain!

Then see the Mahamuni Buddha, one of the most venerated in all of Myanmar. It was commissioned by King Sanda Thuriya to commemorate the visit to Arakan by Buddha in 554BC. After the image was cast it is said that Buddha breathed upon it and his true likeness was revealed. Daily rituals of washing and applying gold leaf are only done by men as women are forbidden to touch the image.

Continue to Shwenandaw monastery that has swooping roof details and highly decorative lintels carved from teak. Late evening meditation session at selected Buddhist monastery.

We end the day with therapeutic traditional massage session before returning to the hotel. Check in Pullman Mandalay Mingalar.

DAY 6: MANDALAY - INLE LAKE - AFTERNOON BOAT & VILLAGE TOUR (B,L,D)

In the morning, take a short domestic flight to Heho and drive to the port town of Nyaung Shwe and get your first glimpses of Inle Lake. Check in your hotel at Sofitel Inle Lake Myat Min Hotel.

Travel by long-tail boat to nearby villages and pagodas. Pass by floating gardens and see the fisherman using one leg to row their boats. The first stop is Paung Daw Oo, famous for its five famous Buddha images covered in so much gold leaf that they resemble golden balls.

Then visit a stilted village where traditional skills such as blacksmithing, cigar rolling and silk weaving are still done by hand.

The last stop on the lake is the Jumping Cat Monastery. While the cats no longer jump there is an impressive display of Buddha images.

Evening meditation session at a selected monastery.

DAY 7: INLE LAKE - BURMESE COOKING CLASS & LOCAL HOST EXPERIENCE (B,L,D)

Morning mediation session and breakfast at the hotel.

Discover the flavors behind Myanmar cuisine with a hands-on cooking class. Meet your chef who will take you on a market tour and teach you about the different vegetables, spices and then guide you in preparing classic dishes such as tea leaf salad and tasty Burmese curries.

During the day, enjoy a 90-minute signature spa treatment available at the resort.

In the afternoon, our tour guide will take you out for a unique local host experience, exclusively offered by Tweet World Travel.

Evening at leisure. The day concludes with another yoga session alongside the lake at your hotel.

DAY 8: INLE LAKE FREE DAY - SHOPPING TOUR (B,L,D)

Morning mediation session and breakfast at the hotel.

During the day, enjoy a 90-minute signature spa treatment available at the resort.

In the afternoon, join our tour guide on a special shopping tour.

Inle Lake will captivate you with its shopping opportunities. Being a rural area, Inle Lake has no malls or shopping centers. Instead, you will visit the floating markets and stilt house vendors. Imagine shopping with our tour guide who knows the in-and-out of this area, and where to source quality handicraft, lacquerware, silverware and silk products. It will be a unique experience!

The day concludes with another yoga session alongside the lake at your hotel.

In the evening enjoy a Farewell Dinner.

DAY 9: INLE LAKE - DEPARTURE (B)

Morning Yoga session and breakfast at the hotel.

You will be transferred to the airport for your departure 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 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 **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.