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## **THE PASSION PLAY IN OBERAMMERGAU, GERMANY AND A CRUISE ON THE BEAUTIFUL BLUE DANUBE**

**Trip Code:** OPB\_PP

**Duration:** 8

**Destination:**

**Travel Dates:**

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### **Terms And Conditions**

#### **Liability**

Tweet World Travel (herewith called the Company) acts as a co-ordinator for all persons taking these tours in the making of all arrangements for transportation, sightseeing and hotel accommodation. The Company does not own, manage, control or operate any transportation vehicle, any hotel or restaurant or any other supplier of services. All vouchers and tickets issued are subjected to the terms and conditions specified by the supplier and all services are subjected to the laws of the country where the services are provided.

Unforeseeable circumstances such as force majeure, adverse weather, flight rescheduling, hotel overbooking and faults with transportation or road conditions may also have an effect on the tour itinerary after the commencement date. Any decision made in respect of tour services by independent suppliers/operators or airlines to re-route or amend the itinerary due to any of the above or similar circumstances is at the discretion of the tour service provider and Tweet World Travel shall not be liable for any claim whatsoever arising from such events. We strongly urge all customers 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 all customers 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 tour, including without limitation possible contact with native flora/fauna, local residents, unforeseen events and travel in remote locations. By making a booking, you agree to accept all risks associated with the tour. You agree to unconditionally release us 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 tour, 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, 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.

If we or our service providers are affected in any way by a force majeure event, we may in our discretion vary or cancel any itinerary or arrangement in relation to the tour as we consider necessary, without incurring any liability to you.

Each service provider is responsible for the part of the tour it conducts. Service providers are not our agents

or employees and are not under our direct control. We therefore do not warrant the performance of any service provider. 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 service provider or operator who provides services in connection with your tour. Any claim that you may have in relation to a service provider should be raised directly with that service provider.

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 tour or any act or omission by you in relation to the tour. 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 third party providers over which we have no direct control.

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). Additional expenses incurred due to delay, accident, natural disaster, political action & un-rest must be borne by the traveller.

Programs, prices & services plus conditions are based on those valid at the time of print and therefore subject to change without prior notice. Participation to tours implies your agreement to the above condition.