

Document reference:	SAGE Website Terms and Conditions
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Website Terms and Conditions..... 1

1. About the Website..... 1

2. Acceptance of Terms..... 2

3. Registration to use the Services..... 2

4. Your Obligations as a Member..... 3

5. Payment..... 3

6. Refund Policy..... 4

7. Copyright and Intellectual Property..... 4

8. Privacy..... 5

9. Data Security..... 5

10. Dispute Resolution..... 6

11. General Disclaimer..... 6

1. About the Website

- 1) Welcome to <https://sagetours.com/> (the 'Website'). The Website provides aged care facility tours, educational visits, benchmarking opportunities, and professional development experiences through organised tours and site visits (the 'Services').
- 2) The Website is operated by SAGE Tours. Access to and use of the Website, or any of its associated Products or Services, is provided by SAGE Tours. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not

agree with the Terms, you must cease usage of the Website, or any of the Services, immediately.

- 3) SAGE Tours reserves the right to review and change any of the Terms by updating this page at its sole discretion. When SAGE Tours updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend that you keep a copy of the Terms for your records.

2. Acceptance of Terms

- 1) You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by SAGE Tours in the user interface.

3. Registration to use the Services

1. In order to access the Services, you must first register for an account through the Website (the 'Account').
2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - Email address
 - Mailing address
 - Telephone number
 - Full name
 - Business/Organisation name (if applicable)
 - Professional role or title
 - Dietary requirements
 - Emergency contact details
 - Any other information reasonably required to provide the Services
- 3) You warrant that any information you give to SAGE Tours in the course of completing the registration process will always be accurate, correct and up to date.
- 4) Once you have completed the registration process, you will be a registered member of the Website ('Member') and agree to be bound by the Terms.
- 5) You may not use the Services and may not accept the Terms if:
 - 1) you are not of legal age to form a binding contract with SAGE Tours; or

- 2) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

4. Your Obligations as a Member

- 1) As a Member, you agree to comply with the following:
 - 1) you will use the Services only for purposes that are permitted by:
 - 1) the Terms; and
 - 2) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - 2) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - 3) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify SAGE Tours of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - 4) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of SAGE Tours providing the Services;
 - 5) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of SAGE Tours;
 - 6) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
 - 7) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by SAGE Tours for any illegal or unauthorised use of the Website; and
 - 8) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

5. Payment

- 1) Where the option is given to you, you may make payment for the Services (the 'Services Fee') by way of:
 - 1) Electronic funds transfer ('EFT') into our nominated bank account
 - 2) Credit Card Payment ('Credit Card')

- 2) All payments made in the course of your use of the Services are made using Stripe. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on their website.
- 3) You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
- 4) You agree and acknowledge that SAGE Tours can vary the Services Fee at any time.

6. Refund Policy

SAGE Tours will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of SAGE Tours makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the 'Refund'). Specific terms regarding tour cancellations and refunds are provided in the Tour Registration Agreement.

7. Copyright and Intellectual Property

- 1) The Website, the Services and all of the related products of SAGE Tours are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by SAGE Tours or its contributors.
- 2) All trademarks, service marks and trade names are owned, registered and/or licensed by SAGE Tours, who grants to you a worldwide, non-exclusive, royalty-free, revocable licence whilst you are a Member to:
 - 1) use the Website pursuant to the Terms;
 - 2) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - 3) print pages from the Website for your own personal and non-commercial use.

SAGE Tours does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by SAGE Tours.

- 3) You may not, without the prior written permission of SAGE Tours and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

8. Privacy

1. SAGE Tours takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to SAGE Tours's Privacy Policy, which is available on the Website.
2. We collect, use and protect your personal information in accordance with our Privacy Policy and applicable privacy laws, including the Australian Privacy Principles under the Privacy Act 1988 (Cth).
3. By using our Services, you consent to:
 - The collection and use of your personal information as described in our Privacy Policy
 - The storage and processing of your information in secure facilities
 - The transfer of your information to third-party service providers as necessary to provide our Services
 - Receiving communications from us about our Services, updates and relevant industry information
 - The sharing of your dietary requirements and emergency contact details with tour venues and accommodation providers where necessary

9. Data Security

1. We implement appropriate technical and organisational measures to maintain the security of your data.
2. Whilst we take reasonable steps to protect your information, no method of transmission over the Internet or electronic storage is 100% secure. We cannot guarantee absolute security of your data.
3. You are responsible for:
 - Maintaining the confidentiality of your account credentials
 - Promptly notifying us of any unauthorised access to your account

- Ensuring your password meets minimum security requirements
- Using secure Internet connections when accessing our Services

10. Dispute Resolution

1. If a dispute arises in connection with these Terms or our Services, the parties agree to:
 - First attempt to resolve the dispute through good-faith negotiations
 - If negotiations fail, participate in mediation with a mutually agreed mediator
 - Only commence legal proceedings after attempting mediation, save for circumstances requiring urgent interlocutory relief
2. These Terms are governed by the laws of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts in that jurisdiction.

11. General Disclaimer

- 1) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 2) Subject to this clause, and to the extent permitted by law:
 - 1) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - 2) SAGE Tours shall not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 3) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you 'as is' and 'as available' without warranty or condition of any kind.