

1 Agreement

- (a) These terms and conditions (**Conditions**) are made between Ozability Pty Ltd (ABN 51 161 471 496) trading as SAGE Tours (**Us, We, Our**) and the purchaser of a SAGE Tour identified in a Booking Form (**You, Your**).
- (b) Please take the time to read these Conditions carefully. By making a Booking with Us for a SAGE Tour, You acknowledge and agree that You have read and understood these Conditions and agree to be bound by these Conditions.
- (c) These Conditions govern the Your Booking of a SAGE Tour with Us.
- (d) In these Conditions:
 - (i) **Australian Consumer Law** means the uniform consumer protection law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
 - (ii) **Booking** means the SAGE Tour which You have booked with Us for the individual named in the Booking Form;
 - (iii) **Booking Form** means the form You are required to fill out for each individual traveler to book a SAGE Tour as found at www.sagetours.com.au;
 - (iv) **Force Majeure Event** includes any act of God, war, revolution or any other unlawful act against public order or authority, an industrial dispute, a governmental restraint, union dispute, earthquake, epidemic, pandemic or other health emergency, flood or any other act of any government authority or event beyond the reasonable control of the parties, whether or not foreseeable, which would make it dangerous or not viable for a trip to commence or continue; and
 - (v) All other capitalised terms are as defined within these Conditions.

2 Privacy Policy

- (a) Any personal information that We collect about You will be handled in accordance with our Privacy Policy. You can find a copy of our Privacy Policy [here](#).
- (b) In making a Booking, You consent to Us using Your information in line with Our Privacy Policy. This includes Us disclosing Your information as may be reasonable to other relevant persons such as our agents, service providers or other suppliers to enable Us to provide the SAGE Tour to You.
- (c) For Us to be able to provide You with Our services You will be required to provide Us with personal information which may include full name as per passport, date of birth, nationality, passport number, and any pre-existing medical conditions You have which may affect Your ability to attend a SAGE Tour.
- (d) You are responsible for ensuring that the details You provide Us are correct and up to date.

3 Bookings

- (a) We run boutique tours to the seniors living industries as identified on our website (**SAGE Tours**).
- (b) Our tours are generally capped to 15 individuals unless otherwise disclosed.

- (c) To secure Your place on a SAGE Tour, You are required to complete the Booking Form. You must complete one form for each individual traveller.
- (d) Please advise Your SAGE representative of any special requirements You may have when making Your Booking, for example, special meals, medical requirements and so on. We will endeavour to make arrangements to meet any special requirements that You may have.
- (e) We always strive to deliver the advertised SAGE Tours program, however You acknowledge and agree that changes to the program and/or contemplated activities may be required.
- (f) **(changes before departure)** We will endeavour to advise You as soon as is reasonable of any changes to Our program before departure. Due to unforeseen circumstances, local circumstances or other conditions beyond our control We may need to adjust our program for Your Booking. You acknowledge that We can make adjustment to allow for such circumstances.
- (g) **(changes after departure)** Where We are required to make changes to the program after departure due to local circumstances or any other matters beyond Our control including any Force Majeure Event, We reserve the right to make any such change. You agree that any additional expenses You may incur in such circumstances will need to be covered by You.

4 Deposit

- (a) When You make a Booking with Us You will be required to pay a Deposit for Your Booking to be confirmed. This Deposit is payable per individual traveller per trip.
- (b) This Deposit is not refundable.
- (c) Deposit amounts may vary depending on the SAGE Tour and are set out in the Booking Form.
- (d) If We accept Your Booking, We will send You a confirmation and a booking invoice (**Booking Confirmation**). This confirmation will set out the price applicable to Your Booking noting however that We cannot guarantee this price until such time as You have paid for Your Booking in full (see clause 6).
- (e) To secure Your Booking You need to pay for Your Booking in full.

5 Prices

- (a) All SAGE Tour prices are subject to availability and can be withdrawn or varied at any time by Us.
- (b) Due to the number of economic and seasonal factors which may impact Our prices, including exchange rates, cost of airfares, fuel, taxes, surcharges and third party tariffs We do not guarantee any price until You have paid for Your Booking in full.
- (c) The Booking Confirmation will set out all services We offer as part of Your SAGE Tour and which are included in the price You pay to Us for Your Booking.
- (d) You are responsible for any additional costs, expenses, charges or any other liability You may incur in connection with Your Booking/attending a SAGE Tour, for example airfares other than those which may be included in the tour package, personal travel insurance, travel documents, visas, entry fees, local tax charged at airports, etc. These are not included as part of Our Booking and are Your sole responsibility.

- (e) It is possible that different participants on the same SAGE Tour may have been charged different prices. Any discounts or special promotions which may become available after You have paid Your Deposit will not apply to your booking unless approved at the sole discretion of SAGE tours.
- (f) Final payment for Your Booking is required no later than 6 weeks prior to departure or as otherwise stated on Your invoice. Some services may be required to be paid in full at the time of Your Booking.
- (g) Credit card surcharges may apply to any payment and these will be set out on the invoice We send to You.
- (h) BPAY takes up to 3 business days to process. If You are paying for Your Booking using BPAY, You will need to pay at least 3 business days prior to the actual due date. You must notify Your consultant of Your payment once it has been made.
- (i) Where You pay by cheque, You agree not to stop payment of the cheque even when You cancel a booking.

6 Cancellations by You

- (a) You must notify Us in writing of any cancellation of Your Booking.
- (b) Subject to any remedies available to You under Australian Consumer Law, We do not offer a refund or a credit for Your Booking if You decide to cancel Your Booking prior to Your departure. You acknowledge and agree that all payments made in relation to Your Booking are not refundable once paid by You.
- (c) We may be able to transfer Your Booking to another individual however We cannot guarantee that this is possible. If We are able to do so You agree that We can charge You a reasonable administrative fee in organising any such transfer. There may also be unrecoverable fees which are fees imposed by third party suppliers which We have no control over and You will be responsible for paying all such fees.
- (d) Despite clause 7(b), We may at our absolute discretion decide to offer You a refund for a cancellation by You however any such refund is subject to any unrecoverable fees and Our cancellation charges. These fees and charges can be up to 100% of the cost of Your booking and You acknowledge and agree that such fees and charges constitute a genuine pre-estimate of Our loss.
- (e) If You fail to show up for the SAGE Tour or You wish to cancel the Booking after departure, We will not refund any money paid by You to Us in connection with Your Booking.
- (f) Where We incur any cost, fee, charge expense or liability (**Liability**) in connection with any Booking which You cancel, You agree to indemnify Us on demand for the amount of that Liability.

7 Cancellation by Us

- (a) Each SAGE Tour requires a minimum number of participants for the tour to proceed. If the minimum numbers are not achieved We have the right to cancel the tour. In the case of cancellation by Us in such circumstances or any other circumstances (except for a Force Majeure Event), We:
 - (i) may take steps to postpone the SAGE Tour and We will notify You of alternative departures available (if any) if You wish to attend those instead; or
 - (ii) offer You a full refund.

- (b) In the case We are required to cancel or postpone Your Booking prior to departure due to a Force Majeure Event, We can offer You:
 - (i) a 100% credit of the fees You have paid for Your Booking that You can use towards our services at a later stage; or
 - (ii) a refund minus any unrecoverable fees (these being fees which are charged by third parties suppliers over which we have no control).
- (c) You acknowledge that any SAGE Tours You may wish to book in the future using Your credit (if any) may be more expensive and You will be responsible for paying any additional charges or fees in connection with any such tour.

8 Travel Insurance

- (a) Personal travel insurance is not included with Your Booking. Travel Insurance is strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel. It is a condition of Your Booking that each individual takes out personal travel insurance.
- (b) Our designated Travel Agent as advised on your booking can assist You with any queries You may have in relation to personal travel insurance including obtaining such insurance however You are not required to use their services. We take no responsibility and do not provide any guarantees in relation to the adequacy or the appropriateness of any travel insurance You decide to purchase, whether through the SAGE Tours designated Travel Agent or any other third party.

9 Liability

- (a) To the maximum extent permitted by law:
 - (i) We will not be liable to You for any liability, loss or cost (whether direct or otherwise) incurred by You or any other person in relation to these Conditions whether arising in contract, tort or otherwise; and
 - (ii) We expressly disclaim all conditions, warranties and implied terms, whether statutory or otherwise, in relation to any goods or services provided by Us to You under these Conditions.
- (b) A "non-excludable condition" is an implied condition or warranty the exclusion of which from a contract would contravene any law (including the Australian Consumer Law) or cause any part of these Conditions to be void. Notwithstanding any other provision of these Conditions, nothing in these Conditions excludes, restricts or modifies a non-excludable condition.
- (c) Our liability to You for a non-excludable condition is limited (at our option) to one of the following:
 - (i) supplying our services to You again; or
 - (ii) the refund of any relevant fees to You.
- (d) Notwithstanding any other provisions of these Conditions, You agree that under no circumstances will Our total liability for any loss or damage suffered or incurred by You exceed the fees (if any) paid by You. In this regard, the total liability may be nil.
- (e) You indemnify Us and Our personnel from and against all claims, proceedings, litigation, investigations, loss, damage, cost, expense, judgment or damages which We may pay, sustain or incur arising from any injury to any person (including death) or any damage to any property where such injury or damage was caused by any act or

omission of Yours or Your personnel in connection with the performance or non-performance of Your obligations under these Conditions. Your liability is reduced to the extent that We have caused or contributed to the loss.

10 Travel, documents, passports & visas

- (a) It is Your responsibility to ensure that You have a valid passport and all other identification and documentation (including any visas, entry permits and any vaccination or medical permits) which meet the entry requirements of each country You visit as part of Your SAGE Tour.
- (b) It is also Your responsibility to book and pay for any flights to attend the destination.
- (c) You accept full responsibility in obtaining all such documentation prior to travel on a SAGE Tour and You are solely responsible for all costs, including any fines, penalties, payments or the expenditures incurred as a result of such documents not meeting the requirements of the relevant country.
- (d) All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of entry. If You are using a booking agent (for example Business First Travel) they will be able to assist You with inquiries in relation to visa and other travel document requirements.
- (e) For travel advice please contact the Department of Foreign Affairs and Trade or visit their website at www.smartraveller.gov.au.

11 Third party suppliers

11.1 Business First Travel

- (a) We utilise the services of Business First Travel as our booking and travel agent unless otherwise stipulated. We comply with their terms and conditions and privacy policy when using their services. These are available here:
 - (i) [Business First Travel Terms and Conditions](#)
 - (ii) [Business First Travel Privacy Policy](#)
- (b) You may also utilise the services of Business First Travel to assist You with services which We do not provide as part of Your Booking such as Your flights, arranging any other travel documentation or taking out personal travel insurance.
- (c) If You use the services of Business First Travel, You acknowledge and agree that You do so subject to their terms and conditions. It is Your responsibility to ensure that You reads their terms and conditions before You use their services. We are not liable for any fees or charges You incur in connection with using the services of Business First Travel and We takes no responsibility for any acts or omissions of Business First Travel.

11.2 Third party supplier

- (a) We may also contract with a network of companies, activity providers, accommodation providers, coach and transfer companies, tour and local guides to assist in the running of our SAGE Tours. Although we take all reasonable steps to select reputable third party suppliers, We do not take any responsibility for their acts or omissions.
- (b) Any services provided by third party suppliers may be subject to their terms and conditions and You may be required to sign additional terms at the time of Your Booking or when using their services. These may limit or exclude the liability of the third party supplier.