

Terms and Conditions for

Saba Travel Pty Ltd

Effective Date: August 11, 2025

These Terms and Conditions ("Terms") set out the legally binding agreement between you ("you," "your," or "Customer") and Saba Travel Pty Ltd ("we," "us," "our," or "Agency"), a duly registered travel agency operating in Australia with its principal place of business at Unit 1 / 11 William St, Fairfield , NSW 2165 Australia, with ACN 669 948 850. We specialize in facilitating travel arrangements, including but not limited to bookings for airlines, cruises, hotels, car rentals, tours, excursions, packages, transfers, visa assistance, and other ancillary travel-related services (collectively, the "Services").

By visiting our physical retail locations ("Shop"), consulting with our staff, signing any booking forms or documents, making a payment, submitting an inquiry, making a booking, or purchasing any Services in the Shop, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy (available in the Shop or upon request), and any additional terms provided by third-party suppliers ("Suppliers") such as airlines, hotels, cruise lines, tour operators, or car rental companies. If you are making a booking on behalf of others (e.g., family or group members), you warrant that you have the authority to bind them to these Terms and that you have informed them of all applicable conditions.

If you do not agree with any part of these Terms, you must immediately cease all transactions and interactions in the Shop and refrain from making any bookings. These Terms may be amended by us at any time without prior notice, and the updated version will be displayed in the Shop or provided to you upon request. Your continued dealings with us after such changes constitutes your acceptance of the revised Terms. It is your responsibility to review these Terms during each visit or transaction.

These Terms are governed exclusively by the laws of the Commonwealth of Australia and the State or Territory in which our principal place of business is located, including without limitation the Australian Consumer Law ("ACL") as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("CCA"), the Privacy Act 1988 (Cth), and any other relevant federal, state, or territory legislation. To the extent permitted by law, any disputes arising under these Terms will be subject to the exclusive jurisdiction of the courts of Australia.

We reserve the right to refuse service, cancel bookings, or terminate transactions at our sole discretion, particularly in cases of suspected fraud, violation of these Terms, non-compliance with legal requirements, or disruptive behavior in the Shop.

1. Definitions and Interpretation

In these Terms, unless the context otherwise requires:

- "Booking" means any reservation or purchase of Services made in the Shop.
- "Content" includes all brochures, flyers, posters, digital displays, text, images, videos, graphics, and other materials provided or displayed in the Shop.
- "Force Majeure Event" means any event beyond our reasonable control, including but not limited to acts of God, natural disasters, pandemics, epidemics, wars, terrorism, civil unrest, strikes, labor disputes, government actions, border closures, travel restrictions, supplier insolvencies, or technical failures affecting Suppliers.
- "GST" means Goods and Services Tax as defined under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- "Personal Information" has the meaning given in the Privacy Act 1988 (Cth).
- "Supplier" means any third-party provider of travel services, such as airlines, hotels, cruise operators, tour companies, or car rental firms.
- Headings are for convenience only and do not affect interpretation.
- Words importing the singular include the plural and vice versa.
- References to statutes include all amendments and subordinate legislation.

2. Our Role and Services

We operate as an independent travel agent and intermediary, facilitating connections between you and Suppliers. We do not own, control, operate, or manage any transportation, accommodation, tours, or other travel facilities. Accordingly, we are not a common carrier or principal provider of the Services.

The Services we offer in the Shop include:

- Airline ticket bookings (domestic and international flights, including economy, business, and premium classes).
- Cruise reservations (ocean, river, expedition cruises, including cabin selections and onboard amenities).
- Hotel and accommodation bookings (hotels, resorts, apartments, villas, with options for bed and breakfast, half-board, or all-inclusive).
- Car rental services (standard, luxury, SUV, or specialty vehicles, with insurance options).
- Tour and excursion packages (guided tours, adventure activities, cultural experiences, wildlife safaris, and customized itineraries).
- Ancillary services (airport transfers, travel insurance referrals, visa processing assistance, luggage services, and event tickets).
- Package deals combining multiple Services (e.g., flight + hotel + tour bundles).

All Services are subject to availability at the time of booking and are provided on a "best efforts" basis. We may offer promotional deals, discounts, or loyalty programs in the Shop, which are subject to separate terms and may be withdrawn at any time.

Suppliers may impose their own terms and conditions, which will be made available to you during the booking process in the Shop or upon request. These Supplier terms prevail over ours in case of conflict regarding the specific Service provided by them. We recommend reviewing them carefully, as they may include restrictions on changes, cancellations, or liability.

We strive to ensure that all descriptions, images, and prices displayed or provided in the Shop (e.g., via brochures or verbal consultations) are accurate; however, errors may occur (e.g., due to Supplier

updates or printing issues). We reserve the right to correct such errors and notify you accordingly. If a correction affects your Booking, you may cancel with a full refund of amounts paid.

3. Shop Usage and Customer Conduct

- **Eligibility:** You must be at least 18 years old and have legal capacity to enter into contracts under Australian law to make bookings or purchases in the Shop. If you are under 18, you must be accompanied by a parent or guardian who consents on your behalf.
- **Conduct in Shop:** You agree to behave respectfully towards our staff and other customers. Prohibited activities include:
 - Disruptive, abusive, or threatening behavior.
 - Unauthorized photography, recording, or filming in the Shop.
 - Tampering with displays, Content, or equipment.
 - Engaging in any unlawful activity or fraud (e.g., using stolen payment methods).
 - Distributing unsolicited materials or soliciting business. Violation may result in immediate removal from the Shop, booking cancellation without refund, and potential legal action or reporting to authorities.
- **Verbal Advice and Consultations:** Information provided by our staff during in-person consultations is for guidance only and based on available data. We recommend confirming all details in writing via booking documents. We are not liable for misunderstandings arising from verbal communications unless confirmed in signed documents.
- **Third-Party Materials:** Brochures, flyers, or promotional materials from Suppliers are provided for convenience. We are not responsible for their accuracy or content.
- **Accessibility:** Our Shop complies with the Disability Discrimination Act 1992 (Cth) to ensure accessibility. If you require assistance (e.g., large-print materials or interpreters), please inform our staff.

4. Booking Process

- **Making a Booking:** Bookings are initiated in the Shop through consultations with our staff. You must provide complete and accurate information, including passenger names (as per passports), contact details, special requests (e.g., dietary needs, mobility assistance), and payment information. Incomplete or inaccurate details may result in Booking rejection or additional fees.
- **Confirmation:** A Booking is not confirmed until you receive and sign (where required) a written confirmation document, invoice, or voucher issued in the Shop, which may include tickets, itineraries, or Supplier references. We act as your agent in issuing these documents.
- **Group Bookings:** For groups (e.g., 10+ persons), additional deposits or guarantees may apply. You are responsible for coordinating group members and ensuring all parties are aware of these Terms.
- **Special Requests:** We will endeavor to accommodate requests (e.g., room views, seat preferences), but these are not guaranteed and subject to Supplier discretion.
- **Prices and Fees:** All prices are quoted in Australian Dollars (AUD) unless otherwise stated and include GST where applicable. Prices may include:
 - Base fares or rates.
 - Taxes, levies, and surcharges (e.g., airport taxes, fuel surcharges).
 - Our service fees (disclosed during consultation). Prices are dynamic and may change due to Supplier adjustments, currency fluctuations, or demand. We will honor the price at the time of confirmation, subject to errors.

- **Documentation Requirements:** For international travel, passports must be valid for at least 6 months beyond your return date. You are responsible for obtaining visas, permits, vaccinations, and complying with entry/exit requirements. Failure to do so may result in denied boarding without refund. Our staff may provide general advice, but it is not a substitute for professional consultation.

5. Payment Terms

- **Payment Methods:** We accept cash, major credit/debit cards (Visa, Mastercard, American Express), cheques (with valid ID), bank transfers, or other methods available in the Shop. All card transactions comply with Payment Card Industry Data Security Standards (PCI DSS).
- **Payment Schedule:**
 - Deposits: A non-refundable deposit (typically 20-50% of total cost) is required at booking.
 - Balance: Due no later than 60 days before departure, or as specified in your confirmation document.
 - Full Payment: Required for last-minute bookings (e.g., within 30 days).
- **Authorization:** By providing payment details and signing the booking form, you authorize us to charge the full amount, including any additional fees for changes or cancellations.
- **Currency and Conversions:** If paying in a foreign currency (where accepted), conversion rates apply at the time of transaction, plus any bank fees. We are not liable for exchange rate fluctuations.
- **Surcharges:** Credit card surcharges (up to 2%) may apply, as permitted under the ACL. These are disclosed before payment.
- **Overdue Payments:** Late payments may incur interest at 1.5% per month and lead to Booking cancellation without refund. We may report defaults to credit agencies or pursue recovery through legal means.
- **Refunds Processing:** Refunds, where applicable, are processed to the original payment method within 30 business days, less any fees. Receipts must be presented for any refund claims.

6. Change of Bookings

- **By You:** Change requests (e.g., dates, destinations, names) must be submitted in writing (e.g., email or signed form in the Shop) before departure. Changes are subject to Supplier approval and may incur.
 - Change (dates, destinations) fee: \$100 per person plus any applicable supplier fees
 - Name change fee: \$50 per person plus any applicable supplier fees
 - Name changes may be treated as cancellations if not permitted by Suppliers.
- **By Us or Suppliers:** If a change is necessary (e.g., due to Supplier errors, schedule changes, or availability issues), we will notify you as soon as practicable via phone, email, or in-person if you return to the Shop. Options include:
 - Accepting the change.
 - Cancelling with a refund (less reasonable costs incurred). Under the ACL.
- **Minor Changes:** Insignificant alterations (e.g., flight time shifts under 8 hours) do not entitle you to cancel or compensation.

7. Cancellations and Refunds

- **Cancellation by You:** Must be notified in writing (e.g., signed form in the Shop or email or by Text Message). Fees are calculated from the date we receive notice and vary by Service type.
- Any airlines cancellation for any reasons (by you) we will deduct service fees AUD\$150 for each ticket.
- The refunded ticket amount is not the amount paid upon booking (the office commission, cancellation and refund fees are deducted from it by the consolidator company also).
- Refunds exclude insurance premiums, visa fees, and non-recoverable costs. Processing time: 30-60 business days. You must provide original receipts or confirmation documents.
- **Cancellation by Suppliers:** Rare, but may occur due to low participation, Supplier insolvency, or Force Majeure. We will offer:
 - Alternative arrangements of comparable quality.
 - Full refund of amounts paid. We are not liable for additional expenses (e.g., alternative flights booked independently).
 - Saba Travel Pty Ltd will assist customers in requesting the refund from the airline. Refunds will only be processed once received from the airline. Any service or booking fees charged by the agency are non-refundable.
 - Service fees will apply no matter the reason.
- **ACL Remedies:** Notwithstanding the above, under the ACL, if Services fail to meet consumer guarantees (e.g., not supplied with due care and skill, not fit for purpose, or not provided within a reasonable time), you may be entitled to a refund, repair, or compensation for foreseeable losses. However, no refunds for change of mind, minor issues, or events outside our control.
- **Partial Cancellations:** For multi-component Bookings, cancelling one element may affect the pricing of others, potentially requiring full payment or additional fees.
- **No-Shows and Unused Services:** No refunds or credits for missed flights, unused hotel nights, or abandoned tours.

8. Please see below for a schedule of the non-refundable fees that Saba Travel Pty Ltd charge it is important to note that fees are in addition to any supplier fees:

- Change (name, destination) fee: \$100 per person plus any applicable supplier fees
- Name change fee: \$50 per person plus any applicable supplier fees
- Cancellation fee: \$200 per person plus any applicable supplier fees

We strongly recommend purchasing comprehensive travel insurance at the time of booking to mitigate cancellation risks. Our staff can provide referrals, but you must arrange it independently.

9. Liability and Disclaimers

To the maximum extent permitted by law, including the ACL:

- **Limitations:** Our liability for any claim arising from these Terms or the Services is limited to the resupply of the Services or payment of the cost of resupply. For non-ACL claims, liability is capped at the total amount paid for the Booking.
- **Exclusions:** We exclude liability for:
 - Indirect, consequential, special, or punitive damages (e.g., lost profits, data loss, emotional distress, or additional travel costs).
 - Supplier acts or omissions (e.g., flight delays, overbookings, poor service quality, injuries during tours).
 - Personal injury, death, property damage, or loss unless caused by our negligence.
 - Inaccuracies in Shop Content or verbal advice, though we update materials regularly.

- Force Majeure Events.
- Your failure to comply with travel requirements or disclose relevant information (e.g., medical conditions).
- **Warranties:** All Services are provided "as is" without warranties beyond those implied by the ACL. We do not guarantee the suitability of any advice or recommendations given in the Shop.
- **Indemnity:** You agree to indemnify, defend, and hold us harmless from any claims, losses, liabilities, or expenses (including legal fees) arising from your breach of these Terms, misconduct in the Shop, violation of laws, or actions during travel (e.g., property damage caused by you).
- **Supplier Liability:** Suppliers may limit their liability in their terms; we act only as their agent and assume no additional responsibility.
- **Examples of Non-Liability:** We are not liable for flight cancellations due to weather, hotel overbookings, tour itinerary changes due to local conditions, or health issues from inadequate vaccinations. Under the ACL, certain guarantees cannot be excluded, and you may have rights to remedies if they are breached.

10. Third-Party Bookings

- Saba Travel Pty Ltd acts solely as an agent for airlines, hotels, cruise operators, tour operators, transport providers and other travel suppliers. Each supplier provides its services under its own terms and conditions, which form part of your contract with that supplier. By making a booking, you acknowledge that you are bound by the relevant supplier's terms and conditions, including those relating to payment, cancellations, refunds, schedule changes and liability. Saba Travel is not responsible for the acts, omissions, insolvency, delays, cancellations or operational decisions of third-party suppliers except where required by Australian law. Nothing in these Terms excludes, restricts or modifies any rights or remedies you may have under the Australian Consumer Law.

11. Force Majeure

Neither we nor any Supplier will be liable for any delay, failure to perform, or modification of Services due to a Force Majeure Event. In such cases:

- We will notify you promptly via contact details provided.
- Affected Bookings may be suspended, rescheduled, or cancelled.
- Refunds or credits will be provided only for unperformed portions, less irrecoverable costs.
- No compensation for consequential losses.

Examples include COVID-19 outbreaks, volcanic eruptions, or geopolitical conflicts affecting travel.

12. Insurance Requirements

Travel insurance is mandatory for all Bookings and must be obtained independently. It should cover:

- Medical expenses and repatriation.
- Trip cancellation/interruption.
- Lost or delayed baggage.
- Personal liability.
- Adventure activities if applicable.

We may offer insurance referrals or sales in the Shop but are not insurers and accept no liability for policy adequacy, coverage decisions, or claims. Proof of insurance may be required before finalizing

your Booking.

13. Health, Safety, and Travel Requirements

- **Your Responsibilities:** You must:
 - Ensure fitness to travel and disclose any medical conditions, disabilities, or special needs that may affect participation (e.g., pregnancy, allergies) during your Shop consultation.
 - Comply with health protocols (e.g., COVID-19 testing, vaccinations).
 - Adhere to safety instructions from Suppliers.
- **Refusals:** Suppliers may refuse service if you pose a risk to yourself or others, without refund.
- **Travel Advisories:** Check government resources like Smart Traveller (dfat.gov.au) for warnings. Our staff may highlight risks, but we are not liable for issues in high-risk destinations.
- **Pandemics and Health Events:** Additional requirements (e.g., masks, quarantines) may apply; non-compliance voids refunds.

14. Privacy and Data Protection

We collect, use, and disclose Personal Information in accordance with our Privacy Policy and the Privacy Act 1988 (Cth), including Australian Privacy Principles (APPs).

- **Collection:** Data includes names, contacts, payment details, travel preferences, and health information (with consent), gathered via forms or consultations in the Shop.
- **Use:** For processing Bookings, marketing (with opt-out), and sharing with Suppliers.
- **Security:** We implement reasonable safeguards (e.g., secure storage of forms) against unauthorized access, but no system is infallible.
- **International Transfers:** Data may be sent overseas (e.g., to Suppliers); we ensure equivalent protections where possible.
- **Access and Correction:** You may request access or corrections in the Shop or via phone number : 02 8764 7996 . Complaints can be lodged with the Office of the Australian Information Commissioner (OAIC).

15. Intellectual Property

All Content in the Shop is owned by us or our licensors and protected by copyright, trademarks, and other IP laws under the Copyright Act 1968 (Cth). You may view and take copies of brochures for personal use but not modify, distribute, or commercialize them without written permission. Our trademarks (e.g., like our Logo) may not be used without consent.

16. Dispute Resolution and Complaints

- **Internal Process:** Submit complaints in writing (e.g., form in the Shop) within 30 days of the issue to our Shop manager or info@sabatravel.com.au . We will acknowledge within 5 business days and resolve within 30 days.
- **External Options:** If unresolved, refer to:
 - Australian Competition and Consumer Commission (ACCC) at accc.gov.au.
 - Relevant state consumer tribunals (e.g., NCAT in NSW).
 - Alternative dispute resolution services.
- **Class Actions:** To the extent permitted, you waive the right to participate in class actions against us.
- **Purpose**

Saba Travel Pty Ltd is committed to delivering professional travel services and maintaining the highest standards of customer care. We recognize that complaints provide valuable feedback and help us improve our services, systems, and staff performance. This policy outlines how we receive, assess and resolve complaints in a fair, transparent and timely manner.

We are committed to ensuring:

- Customers understand how to lodge a complaint.
- Staff follow a consistent and impartial complaint process.
- Complaints are assessed fairly and based on evidence.
- Personal information is handled securely.
- Each complaint is considered on its individual merits.
- **Definition of a Complaint**
A complaint is any expression of dissatisfaction made by a customer regarding a travel product or service supplied by Saba Travel Pty Ltd.
- **How to Lodge a Complaint**
Customers are encouraged to first speak with their travel consultant, as many concerns can be resolved immediately.
If the issue remains unresolved, complaints may be lodged via:
 - Website contact or feedback form
 - Email
 - Telephone
 - Written correspondence
 - In person at our office
 We may request written confirmation of verbal complaints where appropriate.
There is no cost to lodge a complaint.
- **Information Required**
To assist with investigation, please provide:
 - Full name and contact details
 - Booking reference (if applicable)
 - Name of consultant involved
 - Detailed description of the issue
 - Steps already taken to resolve the matter
 - Supporting documentation (emails, invoices, receipts)
 We may contact you if further clarification is required.
- **Assistance**
Saba Travel Pty Ltd will provide reasonable assistance to customers who require help in lodging a complaint.
- **Complaint Recording & Privacy**
All complaints are recorded in our internal register, including:
 - Customer details
 - Nature of complaint
 - Investigation steps
 - Outcome and corrective actions
 Complaint data is reviewed by management to identify trends and improve business practices.
Personal information is handled in accordance with Australian privacy legislation and used solely for resolving the complaint.
Where third-party suppliers are involved, relevant information may be shared for investigation purposes.
- **Timeframes**
Acknowledgement within 5 business days.
 - Investigation completed within 21 days of receiving all required information.
 - If delays occur, customers will be informed and provided with an updated timeframe.
 Customers may request updates at any time during the process.
- **Complaint Resolution Process**
Our six-step process:
 1. Acknowledge receipt.
 2. Assess the complaint.
 3. Investigate objectively and impartially.
 4. Make a decision.
 5. Respond with findings and actions.
 6. Record and implement improvements where required.
- **Complaints About Staff**
Complaints relating to employees will be handled confidentially and fairly.
The staff members will be informed, given an opportunity to respond, supported appropriately, and advised of the outcome.

- **Regulatory Investigations**
If a complaint is under investigation by a regulator or law enforcement agency, we may pause our internal process and cooperate fully with the authority involved.
- **Escalation to ATIA / ATAS**
If you are not satisfied with our final decision, you may escalate the complaint to:
Australian Travel Industry Association (ATIA)
Australian Travel Accreditation Scheme (ATAS)
Website: www.traveltick.com.au
Phone: (02) 9287 9900
Address: Level 31, 31 Market Street, Sydney NSW 2000
Email: complaints@atas.com.au
As an ATAS accredited participant, Saba Travel Pty Ltd complies with the ATAS Code of Conduct.
- **Australian Consumer Law**
This policy does not limit your rights under Australian Consumer Law. Customers may contact their relevant federal, state or territory consumer protection agency at any time.
- Saba Travel Pty Ltd is a proud to hold ATIA Accreditation, ATIA is an industry accreditation scheme that sets the benchmark of quality for the travel industry. ATIA is also responsible for monitoring our compliance with the ATAS Code of Conduct (the Code) and assisting in the resolution of complaints. If you would like to know more about the Code, you can visit the ATAS website www.traveltick.com.au

17. Miscellaneous Provisions

- **Entire Agreement:** These Terms, together with any signed Booking confirmations and Supplier terms, form the entire agreement, superseding prior communications or verbal agreements.
- **Severability:** If any provision is invalid or unenforceable, it will be severed, and the remainder remains effective.
- **Waiver:** No waiver of any breach is effective unless in writing and does not waive future breaches.
- **Assignment:** We may assign these Terms without notice; you may not without our consent.
- **Notices:** Served via email, post, or in-person delivery to addresses provided.
- **Survival:** Clauses on liability, indemnity, IP, and privacy survive termination.
- **Force of Law:** Nothing creates a partnership, employment, or agency relationship beyond our role as your travel agent.

18. PRIVACY POLICY

1. INTRODUCTION

- Saba Travel Pty Ltd (“we”, “our”, “us”) respects your privacy and is committed to protecting your personal information following the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). This Privacy Policy explains how we collect, use, store, disclose, and protect your personal information when you:
 - Visit our website;
 - Make an in-store booking;
 - Communicate with us via phone, email, or social media; or
 - Use our services, including flights, hotels, cruises, car rentals, and tours. By providing your personal information to us, you agree to this Privacy Policy.

2. INFORMATION WE COLLECT

We may collect the following types of personal information:

b) Identification & Contact Details

- Full name, date of birth, gender;
- Address, email, phone number;

- Passport and visa details;
- Driver's license or ID number (for certain bookings).

c) Booking & Payment Information

- Travel preferences, itineraries, and special requirements;
- Payment card details (securely processed);
- Billing information and transaction history.

d) Sensitive Information

- Health or medical conditions (e.g., for insurance or special assistance);
- Dietary requirements;
- Religious or cultural preferences (only where relevant).

e) Technical Data (Website Use)

- IP address, browser type, operating system;
- Pages viewed, dates, and times of access;
- Cookies and tracking data (see Section 9).

3. HOW WE COLLECT YOUR INFORMATION

- We may collect personal information:
- Directly from you in person, online, or over the phone;
- From third parties such as airlines, hotels, cruise lines, and other service providers;
- From publicly available sources where lawful;
- Automatically when you interact with our website.

4. HOW WE USE YOUR INFORMATION

- We use your personal information for purposes including:
- Processing bookings, payments, and travel arrangements;
- Communicating with you about your booking;
- Providing customer support and handling complaints;
- Meeting legal, regulatory, and security requirements;
- Marketing our services (where permitted by law and with your consent);
- Analyzing website usage to improve our services.

5. DISCLOSURE of YOUR INFORMATION

- We may share your information with:
- Airlines, hotels, cruise operators, car rental companies, and tour providers;
- Travel insurance companies;
- Payment processors and IT service providers;
- Government authorities (e.g., immigration, customs, law enforcement);
- Regulatory agencies where required by law.

We will not sell or rent your personal information to third parties.

6. OVERSEAS TRANSFERS

- As part of providing travel services, we may transfer your personal information to organizations located outside Australia, including countries where your travel arrangements take place. Where we do so, we take reasonable steps to ensure the recipient protects your information following the APPs.

7. DATA SECURITY

- We take reasonable measures to safeguard your personal information against loss, misuse, unauthorized access, disclosure, alteration, or destruction. While we use secure systems and encryption where appropriate, no data transmission over the

internet is entirely secure, and you provide information at your own risk.

8. RETENTION OF INFORMATION

- We keep personal information for as long as necessary to fulfil the purposes outlined in this Privacy Policy or as required by law. When no longer required, we securely delete or anonymise the data.

9. COOKIES & WEBSITE TRACKING

- Our website uses cookies, tracking pixels, and similar technologies to enhance user experience and analyze traffic.
- Cookies help remember your preferences and improve website performance.
- You may disable cookies in your browser settings, but some features may not work properly.

10. YOUR RIGHTS

- Under the Privacy Act 1988, you have the right to:
- Access your personal information;
- Request corrections if the information is inaccurate;
- Withdraw consent for certain uses;
- Opt out of direct marketing at any time.
- Requests should be made in writing to our contact details below.

11. THIRD-PARTY LINKS

- Our website may link to external sites operated by third parties. We are not responsible for their content, privacy practices, or data handling. You should review their privacy policies before providing personal information.

12. CHANGES TO THIS POLICY

- We may update this Privacy Policy at any time without prior notice. Changes take effect from the date they are posted on our website. We recommend reviewing this page regularly.

13. CONTACT US

- If you have any questions, requests, or complaints about this Privacy Policy or our data handling practices, please contact us:
- Email: info@sabatravel.com.au

19. WEBSITE TERMS & CONDITIONS

Website: www.sabatravel.com.au

1. Introduction

These Terms and Conditions govern your access to and use of the Saba Travel Pty Ltd website and all online bookings made through it. By using our website, browsing its content, or making an online booking, you confirm that you have read, understood, and agreed to be bound by these Terms. If you do not agree, you must not use our website. These Terms apply in addition to any terms imposed by airlines, hotels, cruise lines, car rental companies, tour operators, and other travel service providers ("Service Providers"). In the event of a conflict, the Service Provider's terms will prevail to the extent of any inconsistency.

2. Our Role as Agent

Saba Travel Pty Ltd acts solely as an agent for Service Providers. Your contract for travel services is directly with the Service Provider. We are not responsible for the acts, omissions, or defaults of Service Providers except where required by

Australian Consumer Law or other applicable laws.

3. Website Use

You may use our website for lawful purposes only. You must not:

- Engage in fraudulent, abusive, or unlawful activity;
- Upload or transmit harmful code, viruses, or malware;
- Attempt to gain unauthorized access to any systems or data;
- Disrupt the operation of the website.

We reserve the right to suspend or terminate your access without notice if we believe you have breached these Terms.

4. Accuracy of Information

We aim to ensure all information on our website is accurate at the time of publication. However, errors, omissions, and changes may occur. Prices, availability, and details are subject to change without notice, and we are not responsible for inaccuracies caused by third-party data feeds.

5. Online Booking Process

When booking online, you must provide accurate details, including passenger names exactly as shown on passports. You are responsible for reviewing your booking before confirmation. Errors may result in additional costs or denied service.

6. Pricing and Currency

All prices are in Australian dollars unless otherwise stated. Prices may change until your booking is confirmed and fully paid. If you pay in a different currency, you are responsible for any bank or conversion fees.

7. Payments

Full payment is generally required at the time of booking unless otherwise advised. By providing payment details, you authorize us to process charges for the agreed amount. We may require additional verification to prevent fraud.

8. Service Provider Terms

All bookings are subject to the Service Provider's terms, including their cancellation and refund policies, which you should review before confirming.

9. Cancellations, Changes, and Refunds

Requests must be made in writing. Fees may apply in addition to those charged by the Service Provider. Refunds will be processed only after funds are returned to us by the Service Provider. Processing can take up to 12 weeks or more.

10. Travel Requirements

You are responsible for ensuring you have valid passports, visas, permits, vaccinations, and other required documents. We are not liable if you are denied boarding or entry due to documentation issues.

11. Insurance

We strongly recommend purchasing comprehensive travel insurance at the time of booking to cover cancellation costs, medical expenses, personal liability, and loss of luggage. The policy should be suitable for your travel needs.

12. Cookies & Tracking

Our website uses cookies, tracking pixels, and similar technologies to enhance your

browsing experience and improve our services. By using our website, you consent to the use of cookies as described in our Privacy Policy. You may adjust your browser settings to refuse cookies, but some website functions may not work properly.

13. User-Generated Content

If our website allows customer reviews, comments, or other content submissions, you grant us a worldwide, royalty-free licence to use, reproduce, and display such content. You are solely responsible for any content you submit and must ensure it is accurate, lawful, and non-defamatory. We reserve the right to remove any content at our discretion.

14. Third-Party Links

Our website may contain links to external websites operated by third parties. These links are provided for your convenience only and do not signify our endorsement of the content, products, services, or operators of those websites. We are not responsible for the accuracy, legality, or reliability of any information on linked sites, nor for any loss or damage that may result from your use of them. Your access to and use of third-party websites is at your own risk and subject to their own terms and privacy policies.

15. System Availability & Outages

We strive to keep our website available 24/7, but we cannot guarantee uninterrupted access. We are not liable for downtime caused by maintenance, technical issues, cyberattacks, or circumstances beyond our control.

16. Device & Browser Compatibility

We make reasonable efforts to ensure our website functions across modern browsers and devices. However, we are not liable for display or functionality issues due to outdated software or unsupported devices.

17. Cybersecurity

While we take reasonable steps to protect your data, no transmission over the internet is completely secure. You acknowledge that you provide personal and payment information at your own risk.

18. Intellectual Property

All content, including but not limited to text, images, graphics, logos, audio clips, video files, digital downloads, data compilations, and software displayed on or accessible through this website, is owned by or licensed to Saba Travel Pty Ltd and is protected under applicable copyright, trademark, and intellectual property laws in Australia and internationally.

You must not copy, reproduce, modify, publish, upload, transmit, distribute, perform, display, or create derivative works from any material on this website without our prior written consent. Any unauthorized use of our intellectual property may result in legal action, including claims for damages and/or injunctive relief.

All trademarks, service marks, and trade names displayed on the website are the property of Saba Travel Pty Ltd or their respective owners. Use of any trademark without prior written permission from the owner is strictly prohibited.

19. Limitation of Liability

To the fullest extent permitted by law, Saba Travel Pty Ltd, its directors, employees, and agents disclaim all liability for any direct, indirect, incidental, special, or

consequential loss, damage, cost, or expense (including loss of profits, business interruption, or loss of data) arising from or in connection with:
Your use of, or inability to use, the website;
Reliance on any information, content, or materials on the website;
Any acts, omissions, or negligence of Service Providers;
Any viruses, malware, or other harmful components transmitted through the website;
Technical issues, delays, or interruptions in website access.
Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded under Australian law.

20. Indemnity

You agree to indemnify, defend, and hold harmless Saba Travel Pty Ltd, its directors, employees, contractors, and agents from and against any claims, demands, actions, liabilities, damages, losses, costs, and expenses (including legal fees on a full indemnity basis) arising out of or relating to:
Your breach of these Terms;
Your misuse or unauthorized use of the website;
Any violation of applicable law, regulation, or third-party rights;
Any content or material submitted by you through the website that infringes the rights of others.

21. Privacy

We handle personal information following the Privacy Act 1988 (Cth) and our Privacy Policy. By using our website, you consent to the collection, use, and disclosure of your personal information as necessary to process bookings, provide services, and comply with legal obligations. This may include sharing your details with Service Providers, government agencies, and payment processors. Our full Privacy Policy is available on our website.

22. Force Majeure

We are not liable for any delay, failure, or disruption in performance caused by events beyond our reasonable control ("Force Majeure Events"), including but not limited to acts of God, natural disasters, pandemics, epidemics, terrorism, war, riots, strikes, industrial disputes, government actions, cyberattacks, power outages, or technical failures. In such cases, our obligations will be suspended for the duration of the Force Majeure Event, and we will not be required to provide compensation.

23. Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable by a court of competent jurisdiction, that provision shall be deemed severed and will not affect the validity and enforceability of the remaining provisions.

24. Entire Agreement

These Terms, together with our Privacy Policy and any applicable Service Provider terms, constitute the entire agreement between you and Saba Travel Pty Ltd regarding your use of the website and supersede all prior agreements, understandings, or communications, whether written or oral.

25. Variation of Terms

We may revise these Terms at any time without prior notice. The updated Terms will take effect upon publication on our website, and your continued use of the website will constitute acceptance of the updated Terms. We recommend reviewing this

page regularly to stay informed of any changes.

26. Governing Law

These Terms are governed by and construed following the laws of New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of New South Wales for any disputes arising out of or in connection with your use of the website. If you access the website from outside Australia, you are responsible for compliance with local laws where applicable.

By signing below, you confirm you agree to the Terms & Conditions, Privacy Policy, and the applicable terms and conditions of all travel suppliers. I understand that Saba Travel Pty Ltd acts as an agent for third-party suppliers and that my booking is subject to both Saba Travel's Terms & Conditions and the supplier's own booking conditions.