

## TERMS & CONDITIONS

- Both the ClubMates Travel booking form and medical consent form MUST be signed by the passenger, or their legal representative.
- ClubMates Travel passengers are strongly advised to take out travel insurance as a condition of participation of our holiday/tours.
- A deposit of \$1,000 PLUS the cost of travel insurance is required to secure your place on your selected tour. Deposits must be paid within 14 days of booking or immediately if within 60 days prior to commencement of the Australian land based tour, 150 days on International tours.
- Travel Insurance – \*\*Please check the PDS to ensure extra coverage is not required for Pre-Existing medical conditions which may include medications. \*\*.
- Final payment MUST be received by ClubMates Travel by the due date on the invoice, unless otherwise specified. (The due date is printed on the bottom of your invoice).
- If the passenger is claiming support costs through the NDIS Clubmates will claim money from the passenger once the service has been delivered. Claims will be processed via the NDIS Providers Portal, Plan Managers or directly with the passenger if self-managed.
- If the passengers NDIS funding is suspended or replaced by as new NDIS plan the passenger or their representative is liable for all outstanding costs.
- Cancellation fees apply if passenger cancels their holiday. Notice of cancellation must be made in writing to ClubMates Travel. Cancellation fees are:

Australian Land Based:

Train, Plane, Cruise Tours:

International Tours

100% for 0-30 days prior to travel	100% for 0-60 days prior to travel	100% for 0-120 days prior to travel
50% for 31-60 days prior to travel	50% for 61-90 days prior to travel	50% for 121-150 days prior to travel

- ClubMates Travel reserves the right to:
  - Alter or modify itineraries as deemed necessary;
  - Alter tour costs if necessary;
  - Cancel a tour if minimum passenger numbers have not been met. (If a tour is cancelled all monies paid will be refunded to the passenger or transferred to an alternative holiday as chosen by the passenger).
- The price of the tours includes breakfasts, lunches, dinners, accommodation (motel/hotel unless noted on itinerary), entry fees, transport as per itinerary and staff support at 1:5, 1:6 or 1:1 passengers, unless otherwise noted.
- NOT included in the tour price is: -passenger spending money; transfers to and from departure point; cost of passports, visa etc; and items of a personal nature such as laundry, toiletries, telephone, excess baggage, wheelchair rental, morning/afternoon teas, drinks.
- ClubMates Travel reserve the right to end a passenger's holiday prematurely in the case of:
  - Behavior strongly effects another passengers' enjoyment;
  - They pose a safety risk to themselves or others.

In the circumstances of a passenger's holiday ending prematurely, the passenger or guardian will be liable to the full cost of the passenger's return including: staff cost, transport, accommodation and all other support costs. No part of the tour fare is refundable.
- To maintain financial accountability, all passenger spending money can be handed over to ClubMates Travel staff at time of check-in. ClubMates Travel will not be held accountable to any monies not directly under their control.
- If assistance is required with medication, sufficient medication for the duration of the holiday, plus 3 extra days medication, must be handed to ClubMates Travel staff prior to commencement of the holiday in Webster/Medico Packs or industry approved containers.
- ClubMates Travel take photographic and video images during the holiday and reserve the right to use these in promotional material unless requested otherwise by the passenger.
- ClubMates Travel reserves the right to correct any errors in the rates quoted or calculated or any omissions made at any time during your booking.
- ClubMates Travel acts as agent for the owners, contractors and suppliers of transportation, sightseeing and hotel accommodation and other related travel services provided and accepts no responsibility for any personal injury, loss, theft or damage to personal property whatsoever caused directly or indirectly from accidents, loss, theft, delays, transport failure, strikes, wars, and uprisings or acts of God. The passenger releases ClubMates Travel from any liability in respect of any personal injuries, loss or damage to property which may be sustained by the passenger in the course of undertaking the tour to the full extent permitted by law.

## **TERMS & CONDITIONS CONT.**

- If due to unforeseen circumstances a tour is cancelled, including but not limited to weather conditions ClubMates Travel will refund all money paid prior to departure less any cancellation fees levied by airlines or other third parties. Unforeseen circumstances such as adverse weather, flight rescheduling, hotel overbooking and faults with transportation and 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 operators to re-route or amend the itinerary due to the above or similar circumstances is at the discretion of the tour provider and ClubMates Travel will not be liable for any claim arising from such events.
- Hotel descriptions featured in the company brochures are based on current hotel guides provided by suppliers and contractual agreements. Any facilities described are subject to change at any time. Maps and photographs are included for general information only and do not necessarily reflect the actual locations and services.
- A passenger is responsible for any damage to property or persons they may cause. The passenger indemnifies ClubMates Travel against any claim resulting from any act or failure to act by the passenger during the tour.
- If any part of this Agreement is found to be void or unenforceable or illegal, then that part shall be severed from this Agreement to the extent that the remaining parts of this Agreement shall remain in full force and in effect.
- This Agreement sets out all the terms of the Agreement. Any promise, condition, representation or warranty that may have been made by ClubMates Travel or any person on behalf of ClubMates Travel and which is not set out in this Agreement is negated and withdrawn.
- This Agreement is governed by the laws of the State of Victoria, Australia.
- ClubMates Travel means ClubMates Travel Pty Ltd (ABN 25 121 497 890) and its affiliated companies/Trusts

### Medical Treatment in Event of an Emergency

In the event of an emergency requiring immediate attention, the passenger and their carers give permission for a legally qualified medical officer to treat the passenger. The passenger confirms that his/her health and medical details as completed are true and correct and any contra-indications for concerns regarding administration of medication and my general health have been detailed. The passenger has read the booking conditions and tour dossier and understands the physical demands of the tour. The passenger acknowledges the difficulties of travelling with specific disabilities or medical requirements. The passenger's pre-existing medical conditions have been discussed with their doctor who has confirmed suitability to travel the selected tour and the passenger agrees that this information being made available to ClubMates Travel and to be used in the event that I require any form of medical treatment while on the tour.

The passenger understands that it is in their best interest and in the best interest of the group that ClubMates Travel reserves the right to prevent me from further participation on the tour if a physical or psychological condition presents itself which significantly affects the enjoyment or wellbeing of the group.

## **FEEDBACK & COMPLAINTS**

ClubMates Travel welcome your feedback about our holidays and the service we provide. We take all compliments, complaints and general feedback seriously and all feedback assists in the development of our staff and systems. ClubMates can receive compliments and complaints from the passengers we support on holidays, family members, support staff, and advocates, and it is your right to complain if our service does not meet your level of expectation.

If you wish to make a complaint there are several options, email, phone call, message through the website, speak to one of our staff or send a letter. Complaints will be dealt with in confidence. Once the compliment or complaint has been received it will be addressed and you will be notified of the outcome. At any time before, during or after contact with ClubMates Travel you have can refer the matter to the Disability Services Commissioner on 1800 677 342 email [complaints@odsc.vic.gov.au](mailto:complaints@odsc.vic.gov.au) Website [www.odsc.vic.gov.au](http://www.odsc.vic.gov.au)

- The ACT Ombudsman (phone: 1300 362 072, ACT Ombudsman, GPO Box 442, Canberra ACT 2601).
- The NDIA ([feedback@ndis.gov.au](mailto:feedback@ndis.gov.au) or phone 1800 800 110).
- ACT Human Rights Commission which includes the ACT Disability and Community Services Commissioner.

## **NDIS and the GST**

For the purposes of GST legislation, the Parties confirm that:

- A supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance

Scheme Act 2013 (NDIS Act), in the participant's NDIS plan currently in effect under section 37 of the NDIS Act.

- The participant's NDIS plan is expected to remain in effect during the period the supports are provide;  
and
- The participant/participant's representative will immediately notify ClubMates Travel if the participant's NDIS plan is replaced by a new plan or the participant stops being a participant in the NDIS.