

# General Booking Terms And Conditions

## SCOPE OF THESE CONDITIONS

Please read the following terms and conditions carefully. It's important to us that you understand and agree with the following Booking Terms and Conditions.

Social Solutions WA Pty Ltd ABN 46 163 536 105 (trading as "**Discovery Holidays**") is a licensed travel agent, an accredited member of Australian Federation of Travel Agents Ltd (ATAS) and an NDIS Registered Service Provider of daily living personal care and support, wellbeing and recreation services, accommodation, community participation, group and centre activities, assisted travel/ transport and having a break.

These Booking Terms and Conditions apply to the person making the booking and all persons on whose behalf the booking is made and apply to all bookings made through Social Solutions who are acting as agents on behalf of all of the suppliers (including airlines, tour/cruise operators, car hirers, accommodation and service providers) in your booking.

In the case of external travel and transport services, you are contracting with the suppliers, whose terms and conditions apply to your booking. Copies of those terms and conditions are available upon request.

Our Booking Terms and Conditions, [Policy on Privacy and Confidentiality](#), Consumer Rights and the National Disability Service Standards govern your relationship with us.

Any person making a booking must be at least 18 years of age and must be authorised to make the booking on behalf of the members of the party. The person making the booking must also provide a copy of these booking conditions to the other members of the party.

## THE CONTRACT

Guest supported services bookings are confirmed only on receipt of:

- Completed and signed Guest Services Plan.
- Completed and signed Guest Service Summary and Agreement;
- Minimum deposit as specified for the itinerary or Service Agreement.

Applicable medical consent form and declarations that include:

- Disclosure of all relevant medical conditions, allergies and alerts and response plans
- Fitness to Travel from their doctor.
- *COVID19 Healthy You - Check In*, 3 days pre-service and negative COVID19 test, if requested.

## GUEST SERVICES

1. It is the customer's responsibility to provide accurate, recently reviewed, information detailing the individual support preferences and needs.
2. Support plans and care service ratios and services are agreed to by the Guest, their families, service agency or representative and Social Solutions WA Pty Ltd.
3. All Guests will abide by the Social Solutions WA Policies and Guidelines (available on request).

## HEALTH SCREENING

1. It is a requirement of all Guests to follow the required health screen checks for Covid19 pre, post or during a tour to ascertain any perceived risks that may inhibit the smooth operation of the holiday.

2. If Covid19 symptoms and subsequent testing is positive, Guests may be supported to return home while they isolate in accordance with destination government requirements.

### PAYMENTS - SELF FUNDED GUESTS (*private non-ndis*)

Client payments are received into our Client Trust Account and held in trust until distributed to purchase the goods and services associated with the guest's service delivery.

#### Payments via EFT to:

Social Solutions WA / Discovery Holidays WA

BSB: **036-134**

Acc No: **240-928**

#### Payments via CHEQUE to:

Discovery Holidays WA

PO Box 793

CLOVERDALE WA 6985

### PAYMENTS - NDIS FUNDED PARTICIPANTS

NDIS customers should refer to the Booking Terms and Conditions referred to below in Special Conditions.

#### SELF-MANAGED PARTICIPANTS

Participants who are self-managing their plan are invoiced by, and pay, Social Solutions WA directly. Participants use the provided invoice and receipt to acquit the expenditure against their plan using the myplace participant portal. Note strictly 7 day terms post service delivery applies.

#### PLAN-MANAGED PARTICIPANTS

Social Solutions will send invoices directly to the participant's plan manager subject to approval of the Plan Managers payment terms and conditions. Note strictly 7 day terms post service delivery applies.

## NDIA-MANAGED PARTICIPANTS

Social Solutions WA submits a payment request through the myplace provider portal to receive payment for the agreed services after the services have been provided.

## CANCELLATIONS FEES

Intention to cancel must be notified in writing.

## NDIS PARTICIPANTS CANCELLATION FEES

1. NDIS Customers should refer to the Cancellation conditions outlined in special conditions appendices.

## STANDARD CANCELLATION FEES

### a. Guest Support Services (Support Only)

1. Notification greater than 24 hours prior to departure: Payments are fully transferable as Future Holiday Credit
2. Notification greater than 72 hours prior to departure: Payments are fully transferable as Future Holiday Credit AND 100% refundable.

### b. Travel Services (Travel, Accommodation)

1. **where no substitute Guest Booking is found** Refund amounts and cancellation fees will be in accordance with the Terms and Conditions of individual accommodation, transport and activity suppliers for the specified itinerary.
2. **where a substitute Guest Booking is received** refund amounts will be made in full less any name change or reservation change costs that apply.

## OTHER CANCELLATIONS

- a. We reserve the right to cancel any advertised tour or individual order if :
  1. Any travel, health or environmental alert advises against or significantly impacts travel safety or the planned itinerary (includes Covid 19 Lockdowns, Fire, Severe Weather, Road and Event closures).
  2. COVID19 symptoms such as cough, runny nose, fever are present, witnessed or reported by care staff at any-time, see *Healthy You - Check In* form for symptoms.
  3. Minimum participants and staff ratios are not reached. If a cancellation should occur
  4. Any eligible person that is not fully vaccinated for COVID-19 or have proof of a valid medical exemption or does not commit to such requirement

For all cancellations described above then the following cancellation rules applies:

1. At any time prior to departure: Payments are fully transferable as Future Holiday Credit AND Payments are 100% refundable.
2. At any time after Departure: Partial refunds may apply subject to the cancellation terms of suppliers and reservations. (Note shared support services are non-refundable post departure)

We reserve the right to terminate or withdraw Guest participation in any of our holidays due to any deliberate action or behaviour that does, or is likely to, affect the safety and enjoyment of the Guest, staff, other customers or any third-party supplier or service. In that event, the person who made the booking will be liable for the full cost

of returning the Guest from the holiday including the cost of staff accompanying them.

## LIMITATION OF LIABILITY

All holiday and travel arrangements are made on the Guest's behalf on the express condition that neither Discovery Holidays, the owner, staff or other company representative shall be liable or responsible for any negligent or willful act, or failure to act, of any third party which are engaged to, or do supply any goods or services on any holiday.

Discovery Holidays is not liable for any loss or damage incurred by you as a consequence of Discovery Holidays or any of the suppliers being unable to perform its obligations under your contract(s) due to the unusual or unforeseeable circumstances (a "force majeure event") beyond the control of the party affected by the force majeure event.

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).

## TRAVEL INSURANCE

Discovery Holidays accompanied Guests may be nominated for travel insurance cover by the company's Corporate Travel Insurance AHI International as described by the full Product Disclosure Statement (available on request). Note cover may be limited for international and interstate deposit losses caused by *COVID-19 disruptions or cancellations*.

## CHANGES TO BOOKING TERMS AND CONDITIONS

Discovery Holidays constantly reviews all its policies and procedures to keep up to date with changes in the law, technology and market practice. As a result, Discovery Holidays reserves the right to alter these Booking Terms and Conditions at any time.

## INCLUSIONS AND SPECIAL CONDITIONS

Special conditions and inclusions apply to the following service types and are described in Appendices to this document:

1. [Standard Booking Supported Holidays - Getaways:](#) Shall mean standard services for holidays and breaks away for social, leisure and recreational purposes.
2. NDIS Service Bookings : Shall mean NDIS services for participants requesting [Short Term Accommodation & Community Participation](#)
3. Medium Term Accommodation T&C's (available on request)

## COMPLAINTS

We hope you will have no reason to complain but if you are unhappy with any aspect of the services provided you must report it immediately to the supplier or contact Social Solutions WA Pty Ltd. We shall attempt to resolve the matter immediately but if you remain dissatisfied, we ask that you refer to our [Customer Complaints and Disputes Policy](#) (available for download at <https://www.discoveryholidays.com.au/downloads/> )