

MEDICATION & MEDICAL CONSENT AGREEMENT

Non Prescribed Over the Counter Medication

I am able to be administered over the counter medications for treatment of minor ailments if required (dose as per package or contains prescription and used strictly as directed by a pharmacist or medical professional).

Medical Checks Pre, Post and during your Holiday

You agree to be tested by a suitably qualified medically trained professional or a nominated ClubMates representative pre, post and during your holiday to ascertain any perceived medical or safety risks that may inhibit the smooth operation of the holiday. All People joining the holiday will be obliged to take the tests and it can include but is not limited to family members, support staff, and other people who come in close contact with you on a regular basis. If the tests are refused by passengers, family members, support staff, and other people who come in close contact with you on a regular basis, ClubMates reserves the right to cancel your holiday, it will be at the sole discretion of ClubMates Management to allow potential medical or safety risks on holiday. If it is decided that you pose a risk to the smooth operation of the holiday no refund will be issued for any part of the holiday, you will need to contact your Travel insurer for refunds.

Medical Treatment in Event of an Emergency

In the event of an emergency requiring immediate attention, I give my permission for a legally qualified medical officer to treat me. I confirm that my health and medical details as completed in this booking application form are true and correct and any contra indications for concerns regarding administration of medication and my general health have been detailed. I have read the booking conditions and tour dossier and understand the physical demands of the tour I will be undertaking. I acknowledge the difficulties of travelling with specific disabilities or medical requirements. I have discussed pre existing conditions with my doctor who has confirmed that I am suitable to travel on this tour and I agree to 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.

I understand that it is in my best interest and in the best interest of the group that ClubMates Travel reserves the right to prevent me from further participation on the holiday if a physical or psychological condition presents itself which significantly effects the enjoyment or wellbeing of the group.

ClubMates Travel will not be responsible for any refund. I will be responsible for any additional charges involved in making alternative arrangements to accommodate my disability.



ClubMates Travel Pty Ltd

P.O. Box 8553 CARRUM DOWNS VIC 3201

PH 1300 158 003 Fax 1300 158 020 Email: info@clubmatestravel.com

Website: Clubmatestravel.com

ABN: 25 121 497 890 Travel Agents License Number 32728



TERMS & CONDITIONS

- Both the ClubMates Travel booking form and medical consent form **MUST** be completed and agreed to by the passenger or their guardian. The agreement must be accepted via the passenger or their Guardian making their mark on the bottom of this agreement or email confirming acceptance of Term and Conditions by the passenger, or their legal representative.
- Only services as approved and indicated on the Passenger's NDIS plan will be covered by the funds allocated for each Passenger. All other expenses need to be paid from the passengers own account.
- 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 – ClubMates uses reputable Travel Insurance ****Please check the PDS to ensure extra coverage is not required for Pre-Existing medical conditions which may include medications****.
- Pandemics such as Covid 19 are not covered by Travel Insurance please ensure you check the PDS for terms and Conditions of the required coverage. Any questions regarding Travel Insurance please contact the provider.
- ClubMates takes no responsibility for Travel Insurance claims or disputes, and advises all participants to check the PDS (Product Disclosure Document) and its terms and conditions
- ClubMates Travel passengers are required to take out travel insurance as a condition of participation of our holiday/tours, if the passenger refuses to take Travel insurance this must be made in writing to the ClubMates office.
- If the passengers holiday is cancelled due to a Pandemic, no money will be refunded, all unpaid invoices to suppliers from ClubMates will be retained as a credit for the passenger to use on another holiday within 12 months of the original holiday departure date. Money already paid by ClubMates to their suppliers will be forfeited unless ClubMates can retrieve a refund.
- If the passenger cancels a holiday for any reason the NDIS (National Disability Insurance Scheme) funding/payment will be claimed on the scheduled return date of the holiday, if there is no NDIS funding available the passenger is liable for NDIS portion of the holiday.
- Final payment **MUST** be received by ClubMates Travel by the due date stated on the invoice. (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 via the on-line portal, plan manager or if self-managed directly from the passenger after the holiday returns.
- If the passengers NDIS funding is suspended or replaced by a new NDIS plan before, during, or after the holiday the passenger or their representative is liable for all outstanding costs.
- NDIS monies will be claimed when the supports have been delivered
- 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 holiday costs if necessary.
 - Cancel a holiday (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).
 - Postpone a holiday, all money paid will remain in trust by Clubmates Travel
 - Terminate a holiday at any time during the tour for safety or operational reasons
- The price of the tours includes all breakfasts, all lunches, all dinners, accommodation (motel/hotel unless noted on itinerary), entry fees, transport as per itinerary and staff support at the agreed ratio.
- 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, medical expenses.



ClubMates Travel Pty Ltd

P.O. Box 8553 CARRUM DOWNS VIC 3201

PH 1300 158 003 Fax 1300 158 020 Email: info@clubmatestravel.com

Website: Clubmatestravel.com

ABN: 25 121 497 890 Travel Agents License Number 32728



TERMS & CONDITIONS CONT.

- ClubMates Travel reserve the right to end a passenger's holiday prematurely in the case of:
 - Behavior strongly effects other passengers' enjoyment.
 - They pose a safety risk to themselves or others.
 - They have been medically diagnosed and advised not to continue the holiday
 - Refuse to be assessed by a Trained medical Professional or Clubmates representative
- 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 should be sent to the ClubMates office 1 month prior to Departure of the chosen holiday, ClubMates travel will not be held accountable for any monies not directly under their control.
- Clubmates utilises Pre Paid gift cards linked with Visa/Mastercard and personalised to the passenger when on holidays reducing the use of cash and providing open and honest financial accountability, passengers will be charged the cost of a single load pre paid card if they do not supply their own form of card payment for all on tour expenses.
- If the card is managed by Clubmates staff and it is lost, Clubmates will reimburse all recovery costs. If the passenger manages their own card and it is lost for any reason the passenger will be responsible for all recovery costs.
- For all the terms and Conditions on the Pre-Paid card please visit <https://universalgiftcard.com.au/terms.aspx>
- 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, 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, pandemics, 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 holiday to the full extent permitted by law.
- If due to unforeseen circumstances including but not limited to weather conditions ClubMates Travel will hold in trust 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, pandemics, hotel overbooking and faults with transportation and road conditions may also have an effect on the holiday 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.
- The passenger and support network agree that they have booked this holiday in collaboration with ClubMates Travel, this application form forms the written NDIS Service agreement, and risk assessment, the support network will send all support plans and care plans to ClubMates travel for use on holidays. If the ClubMates application form is not completed ClubMates have the right to refuse the passenger travel and no part of the holiday costs will be refunded
- When making the booking the passenger has the right to choose the support person and skills to enhance the overall enjoyment of the holiday. The choice of the support person must be done at the time of booking. If the chosen support person is not available, the passenger will be notified either via email or telephone so they can discuss alternative options. If the passenger is unhappy with the variety of support people, all cancellation fees as stated above are applicable.
- 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.


ClubMates Travel Pty Ltd

P.O. Box 8553 CARRUM DOWNS VIC 3201

 PH 1300 158 003 Fax 1300 158 020 Email: info@clubmatestravel.com

 Website: Clubmatestravel.com

ABN: 25 121 497 890 Travel Agents License Number 32728



PRIVACY

ClubMates Travel respects the privacy of all individuals. We acknowledge and respect each individual's right to privacy and are committed to maintaining the confidentiality of personal information. ClubMates Travel uses information in line with Privacy Acts and associated legislation to maintain information as confidential. To provide a service and conduct business, ClubMates Travel is required to collect a range of personal information. We primarily collect information to assess, plan and manage passenger needs in providing services to them. If a passenger provides incomplete or inaccurate information to us, we may not be able to provide them with the services they require. "Personal information" is any information about an individual whose identity is apparent, or can be reasonably determined from that information, e.g. name, date of birth, etc.

"Personal information" also includes sensitive information about individuals, e.g. health information, culture and religion. The types of personal information ClubMates Travel collects will depend on the nature of the association with us. When passengers receive our services, we need to collect personal and medical information in relation to their status, occupational health and safety, processes of work, and other relevant information. The information from passengers is only used for the purpose for which it was collected in connection with the delivery of services. Family and Friends – we need to collect Next of Kin details from passengers. We use this personal information only in case of an emergency affecting the passenger.

At times we are legally required to collect personal information, including but not limited to, where there is a threat to public health, or in connection with the monitoring of a service provided by ClubMates Travel. Our use of personal information in such instances will be in accordance with our obligations under applicable privacy and health acts. Although ClubMates Travel primarily collects personal information to manage passengers' needs in providing our service to them, we may also collect, use and disclose personal information about passengers for other related purposes, such as:

- To meet government and regulatory requirements in relation to activities such as quality assurance, compliance issues and complaint management.
- For invoicing, billing, and account management.

USE AND DISCLOSURE

ClubMates Travel may at times disclose personal information about passengers where it is necessary to deliver services.

ClubMates Travel will not rent, trade, or sell personal information about passengers to third parties.

Personal information may only be disclosed outside of ClubMates Travel if: -

- Passengers have consented to the disclosure in accordance with the purpose for which ClubMates collected the information.
- Government or legal requirements must be met.
- To meet service needs ClubMates Travel may be required to discuss a client's personal information with other agencies or service providers. Should this be required the clients consent to share information will be acquired.
- ClubMates Travel has a legal obligation to disclose personal information, such as to government or under health regulations, or where such disclosure is permitted by law, including under privacy laws. SECURITY OF PERSONAL INFORMATION.
- ClubMates Travel takes all reasonable steps to safeguard the security of personal information we have collected and hold.
- We may store personal information electronically on our computer database and/or in hard copy documents kept at our premises or on tour.
- ClubMates have systems and procedures in place to protect your personal information from unauthorized access, use, modification or disclosure.
- ClubMates Travel staff who handle personal information have a duty to protect that information from unauthorized access and are granted access to personal information on a 'need to know' basis.
- When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, Personal Information is or will be stored in passenger files which will be kept by us for a **minimum of 5 years and maximum of 7 years**. ClubMates Travel ensures that personal information no longer required is destroyed appropriately.

ACCESS AND CORRECTION

Staff and passengers have a right to request access to personal information that ClubMates Travel holds about them and to update or change personal information about them if it is inaccurate, incomplete, or outdated. If a passenger wishes to exercise their right to seek access to the personal information that ClubMates Travel holds about them; they must contact ClubMates Travel office. Requests for access to personal information must be made in writing stating exactly what personal information you are requesting. ClubMates Travel will respond to all requests for access to personal information within 14 working days; depending on the type of personal information the passenger has requested access to. ClubMates travel reserves the right to charge reasonable costs in the supply of requested Information.



CONTACT:

Any concerns or comments about ClubMates Terms and Conditions contact the ClubMates Travel office during business hours.

You can also seek assistance from **Disability Advocacy groups, Family, group home staff** in your area (Please refer to the Disability Advocacy Finder to locate the nearest agency in your area and they can help you understand our Terms and Conditions <https://disabilityadvocacyfinder.dss.gov.au/disability/ndap/>)

REFERENCES

- The Privacy Act 1988 (Commonwealth) – Covers the handling of personal information
- Information Privacy Act 2000 (Vic) IPA - promotes the responsible and transparent handling of personal information and balances the free flow of information with the protection of personal information.
- The Information Privacy Act 2009 (Qld) (IP Act) recognises the importance of protecting the personal information of individuals.
- Privacy and Personal Information Protection Act 1998 (NSW)
- Health Records Act 2001 (Vic) – protects the health information of an individual
- Charter of Human Rights and Responsibilities Act 2006 (Vic) – Protects all human rights Including the right to privacy.

Incident Management

All Incidents will be managed by the Tour leader in the first instance and Clubmates management will be notified within 24hrs of the incident occurring. An incident report form will be sent to the ClubMates office for further investigation. The incident form will be sent to the relevant passenger or support network for consideration. If no response from the passenger or support network is received the incident will be closed, if there is a response, ClubMates management will update the passenger and/or their nominated delegate with the findings.

FEEDBACK & COMPLAINTS

ClubMates Travel welcomes 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. ClubMates will provide feedback about the compliment or complaint via email, written documentation, or phone.

At the end of the holiday you will be sent a feedback form to be completed, we will endeavor to always improve our service and develop to suit our passengers wants and needs. 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 within 2 business days 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 NDIS Commission by calling 1800 035 544 or go the website <https://www.ndiscommission.gov.au/> or the Disability Services Commissioner on 1800 677 342 email complaints@odsc.vic.gov.au Website www.odsc.vic.gov.au

For a free-of-charge translator or interpreter phone **131 450** If you have hearing or speech loss - TTY: **1800 555 677** Speak and Listen: **1800 555 727**

Visit the [National Relay Service](http://NationalRelayService.gov.au) website or phone **1800 555 727** then ask for **1800 800 110**



THE SUPPORTED HOLIDAY SPECIALISTS

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 identified in the National Disability Insurance Scheme Act 2013 (NDIS Act). You agree at the time of the service being provided, if the plan has insufficient funds and/or cancelled the passenger is liable for all outstanding payments.
- The participant's NDIS plan is expected to remain in effect during the period the supports are provided;
and
- The participant/participant's representative will immediately notify the ClubMates Travel if the participant's NDIS plan is replaced by a new plan or the participant stops being a participant in the NDIS.

We use your Personal Information only for providing and improving our services. By completing this form, you agree to the collection of and use of information in accordance with this policy. 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)

