



Terms and Conditions of Service

1. Agreement

- All Access Holidays is operated by Optimum Care Services Pty Ltd (ACN 613 681 468). All references to AAH, our, us, are references to All Access Holidays.
- All references to Client, you, or your, is a reference to the person who engages our service, and includes the Client travelling with us and any legal guardian or carer who deals with us on behalf of a travelling Client.
- By paying your deposit you are indicating your acceptance of these terms and conditions and a legally binding agreement is formed between AHA and you.
- These terms and conditions can only be varied by agreement between AHA and you.

2. Our Services

AAH takes people with disabilities on holidays around Australia and overseas. It is a condition of all international bookings that the Client holds a valid passport at the time of paying the deposit to AHA. AHA is a service provider for the purposes of the *Competition and Consumer Act 2010* ("the Consumer Law").

We provide holiday packages planned by us that include:

- Booking accommodation,
- Provision of all means, snacks and non-alcoholic beverages
- Arranging and booking your flights (the cost of which is not included in our fees)
- All excursions and transfers booked and paid for
- Entertainment and activities included in your itinerary
- All-day care and support,
- Over-night support can be arranged for an additional cost
- A photo album of your trip

We also provide tailored holidays for small groups. We will prepare a quote and itinerary which will stipulate the holiday inclusions based upon the Client needs. If something is not included in a tailored itinerary it is excluded.

Our services are only available where we can accommodate Clients' care needs and provide a safe and pleasant experience for all travelling Clients. AAH retains the discretion to decline to offer services for this reason.

The AAH holiday commences when the Client has checked in with our representative at the pre-arranged meeting point (generally an airport). AAH is not responsible for the Client travel prior to this time (e.g. while travelling to and from the meeting and departure points) and this cost must be borne by the Client. AAH will provide the Client with a meeting time. It is the Client's responsibility to be at the meeting point on time. AAH is subject to the boarding times of the airlines, and we will not wait for late attendees.

3. Exclusions

The following expenses are not included in our price:

- Cost of flights and excess baggage
- Souvenirs and miscellaneous purchases
- Travel insurance
- Travel to the holiday meeting destination, unless separately arranged with us for an additional cost
- Side trips or excursions not listed in AAH's itinerary
- Travel to and from the departure point
- Additional accommodation pre-departure or post-return. We can assist with making these accommodation arrangements at an additional cost.

4. Places are not guaranteed

Upon lodging your Expression of Interest Form with us, we will register your interest in a particular holiday. Some holidays may require a minimum number of Clients to proceed. If the holiday you are interested in, does not proceed we will work with you to either transfer the holiday or refund any deposit paid.

5. All-day care and support services

AAH will provide care and support to all Clients during the trip during waking hours. This includes:

- Assistance with showering and dressing
- Administering of non-invasive medication
- Supervision and assistance during the day

Over-night support can be arranged for an additional cost and includes:

- "Active Care" where the Client requires care during the night, a Carer will stay awake the entire night to provide care for the Client; and
- "Inactive Care" where the Client may require care during the night, a Carer will be available to assist the Client during the night but is able to sleep.

Active Care is required where the Client requires more than 4 attendances during a night, or requires care of more than one hour during the night.

Personal care services do not include the administering of invasive medical treatment (e.g. injections). Nurses can be arranged to attend the holiday with individual Clients at an additional cost.

6. Variations and Cancellations

- Cancellation requests must be made in writing. To the extent permitted by law, cancellation charges apply to the Client and any travelling companion where a holiday is cancelled. The following cancellation fees apply, in addition to any third-party expenses that have been paid on the Client's behalf:

Domestic holidays

60 days prior to travel	Deposit forfeited
31-59 days prior to travel	50% of the cost of the holiday
Within 30 days of departure date	100% of total cost of the holiday

International holidays

120 days prior to travel	Deposit forfeited
91-119 days prior to travel	50% of the cost of the holiday

Within 90 days of departure date	100% of total cost of the holiday
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We will accept requests for transfers to a different holiday, and accommodate such requests where it is practicable to do so, however transfer requests are not guaranteed and may result in a cancellation of the original holiday.

7. Payment and Pricing

- Prices are scaled depending upon individual client care needs
- AAH will provide the Client with a personalised quote
- We will provide the Client with a written estimate of flight costs at the time of booking. This will be an estimate only, and subject to change at the discretion of the airline. It should be relied upon as an indicative cost only.
- We require a deposit of 25% of the price to secure your booking
- Payment must be made in full 60 days prior to the departure date
- Payment may be made by way of electronic funds transfer, cheque or credit card
- There may be additional expenses that Clients incur while travelling. This includes but is not limited to out of pocket expenses such as incidentals and souvenirs. Such costs are separate to those paid to AAH
- Clients may bring cash to make purchases. Upon request we can look after this for you and assist you to make purchases, to ensure that Clients are not taken advantage of. All purchase / expenditure receipts are kept and provided to the Client.
- If Clients do not request AAH to manage the Client's money, the Client is solely responsible for managing their own expenditure and the security of the money. AAH will not be responsible for any losses to Client money that is not in our possession or control.
- Clients are entitled to take up to 20kgs of luggage and 7kgs of hand luggage. The Client is responsible for paying any excess baggage fees imposed by the airline.
- AAH will invoice the Client for any additional costs incurred by the Client during the trip. The Client acknowledges that AAH may use third party collection agencies to recover any funds owing by the Client to AAH and that the Client will be required to pay the costs incurred by AAH in recovering any amounts owing to it by the Client.

8. Refunds

- AAH will provide refunds in accordance with the *Competition and Consumer Act 2010*.
- Refunds are not provided for a 'change of mind'.
- The Client acknowledges that services booked through third party providers (such as airlines and accommodation) are subject to the cancellation policies of the provider, and the Client's right to a refund is dependent upon that provider's terms.

9. Image Use

- Photographs and filming will be taken during your travel with AAH so that we can provide you with a photo album at the end of your trip. Your photograph may also appear in the albums of your travel companions for example, if we take group photographs or video.
- You authorise AAH to include your image in the photo albums of other travel companions and to use your image in both print and/or electronic means for our own promotional purposes.

10. Travel Behaviour

- the consumption of illicit drugs are not permitted on AAH holidays.
- Smoking in accommodation, vehicles and areas where smoking is prohibited.
- When traveling as a group noise must be kept to a minimum to not affect the enjoyment of others.

- Clients will maintain cleanliness, keep all shared areas tidy and dispose of waste appropriately during the trip.
- Clients must treat others respectfully at all times and must not engage in behaviour that:
 - may be offensive or be a nuisance to another person;
 - is defamatory, fraudulent, threatening, intimidating, harassment, disrespectful, inappropriate, abusive, sexist, racist, homophobic or violent;
 - infringes on the privacy or rights of others;
 - damages property;
 - violates any law; or
 - encourages or incites another person to engage in any of the above behaviour.
- AAH reserves the right to cancel the trip of any Client that engages in behaviour that we deem to be a breach of this term, in which case AAH will make arrangements for the safe return home of the Client at the expense of the Client.
- The Client is responsible for paying the cost of any damage caused to third party property during the trip and agrees to reimburse AAH any costs incurred as a result of the Client causing such damage.

11. Medical Disclaimer

- The Client is responsible for disclosing all medical conditions, care needs and dietary requirements to AAH prior to the departure date. To the extent permitted by law, you release and forever discharge AAH from all liability and claims including loss or harm suffered arising from your failure to notify us of any dietary requirement, medical condition or care requirements.
- Clients agree to inform AAH of any injuries, illnesses or medical issues that arise during the trip, including any changes that occur during the trip.
- AAH reserves the right to deny a Client participation in an excursion or continuation on the trip if we are concerned about the state of the Client's health.
- AAH will assist with the administering of medication during the trip upon request. It is a condition of this service that all medications must be packaged in a webster pack and given to the AAH representative on the day of departure.
- If a medical emergency arises during the trip, AAH will contact the Client's emergency contact, and will, in its sole discretion arrange for immediate medical attention (such as an ambulance). The cost of which is to be paid by the Client.

12. Disclaimer

- It is the client's responsibility to ensure that you obtain travel insurance for your trip. Travel insurance is not included in our price.
- Single room accommodation is not guaranteed.
- We may use local guides during our trip, who are not employees of AAH. Accordingly, we do not provide any guarantees or warranties regarding your level of satisfaction with any third-party Suppliers.
- Our services are provided by us in accordance with the Australian Consumer Law as it applies. The following exclusions and limitations apply to the extent permitted by law. Except for the express representations and warranties stated in this agreement and those contained in the Australian Consumer Law, AAH makes no warranties whatsoever, and explicitly disclaims any other warranties of any kind, either express or implied.
- Particular excursions and experiences are not guaranteed, and are subject to the availability and requirements of the third-party venues and providers.

13. Time Frames

- Sometimes delays occur in travel due to factors outside of our control such as traffic and weather. We are also subject to the time frames of third party Suppliers which are outside of our control.
- Clients acknowledge that AAH is not responsible for delays that arise due to factors outside of our control.

14. Termination

- This Agreement ceases automatically once the services have been provided in full.
- Termination by the client prior to the services being provided in full may trigger the cancellation policy in clause 6.

15. General

- This Agreement and the rights and obligations of the Parties hereunder are governed by the Law of Victoria, Australia.
- Any provision of this Agreement which is prohibited or unenforceable will be effective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Agreement.