

Terms and Conditions

"Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. References to "Summit" in these booking terms and conditions shall mean Summit Disability Network, trading as Summit community Network."

The Basics: Summit's website, www.scn.org.au (Site), is a place where people can view the advertising of, and obtain information about, holidays/programs/activities offered by Summit. The Site only permits users to view and request bookings. No confirmation of any bookings will be available by viewing the Site and, for more on confirmations, please see *Booking Confirmations*.

Summit's Terms & Conditions are deemed to be incorporated into any agreement between Summit and you (and the participant) and are legally binding. By using or accessing the Site, you agree to be bound by these Terms & Conditions. If you do not fully agree to these Terms & Conditions, you are not authorised to access or otherwise use the Site or to make a booking.

Summit may revise its Terms and Conditions at any time by posting an updated version to this Site. You should ensure that, before making any booking on this Site, you check the latest version of these Terms and Conditions because they are binding on you.

Requesting a Booking: You, as the person placing the booking, must be at least 18 years old at the time of booking.

To request a Booking, complete the booking form on the site (www.scn.org.au) or in person. If you cannot access the site for any reason, please contact us to request a booking.

Request Processing: When your completed Booking Request Form has been received and processed by Summit, you will be notified in writing regarding whether or not the participant has been accepted for the requested holiday. If there are insufficient places for the requested holiday, you will be placed on the waitlist. Please note that completing a Booking Request Form DOES NOT guarantee you (or the participant) a place on the requested holiday. Your booking is ONLY confirmed when you have received written confirmation from Summit.

Booking Confirmations: Your booking will be confirmed when you receive a Confirmation Letter (by post or email). This confirmation will be sent to you as soon as reasonably possible. The Confirmation Letter will provide information regarding the holiday you have booked and payment details. The Confirmation Letter will constitute the binding agreement between Summit, you and the participant and, accordingly, a deposit must be paid by the due date for deposits clearly marked on the Confirmation Letter. Once your booking has been confirmed the *cancellations and refunds policies* set out below will apply.

Confirmations are decided by Summit based on eligibility criteria that include, but are not limited to, registration status of the participant, prior signed Service Agreements with Summit, capacity, suitability, available supports and needs of participants.

Holiday Waitlist: If you have been placed on the waitlist, a position may be offered to you if a cancellation occurs or more positions become available. Positions will be allocated to participants on the waitlist using the same selection criteria for *Booking Confirmations*. If Summit is able to offer you a position, you will be sent a Confirmation Email informing you that a position is available. Once sent, you will have until the end of the following business day or the time set out in the email, to accept the position offered and pay the required deposit. If you accept the position offered and pay the required deposit, your booking will be subject to the *cancellations and refunds policies* set out below.

Activities and Programs: An activity is usually any outing/activity that commences and concludes on the same day. These activities will be charged as a day rate (NDIS funds) and any outing/activity costs (out of pocket expenses) will generally be collected from you or the participant on the day unless stated otherwise by Summit. A program is a series of outings /activities run on a specific timetable eg. (weekly, monthly, term based, etc) These programs will be charged after each occasion of service (weekly) during the course of the program and any out of pocket expenses may be charged weekly or at commencement of the program. Your bookings to programs will be subject to the *cancellations and refunds policies* set out below.

Payments: Payments may be made by electronic funds transfer to Summit, or by cash or cheque. Your booking is not secured until Summit receives the required deposit by the date set out in the Confirmation Letter.

All costs outlined are classed as out of pocket expenses, unless otherwise stated, and are not covered by the NDIS. Required funding for supports through the NDIS are not made available through any booking or this Site and will be charged as per your Service Agreement with Summit.

It is essential that you pay the balance of the cost of the holiday by the due date. If payment is not received by the due date, then Summit may treat your booking as having been cancelled by you in which case the *cancellations and refunds policies* set out below will apply.

Invoices: Before booking any activity (including any program and holiday) with Summit, you should ensure that you have available funds in your NDIS plan to cover Summit's supports for such activity. You must pay Summit for the provision of supports for any activity booked by you and provided by Summit if the participant does not have sufficient NDIS funds. You must pay any amounts which may be owing to Summit within 7 days after receiving an invoice in respect of such amounts. You acknowledge and agree that Summit may suspend the provision of supports under your Service Agreement if any amounts owing to Summit are not paid within 7 days after you receive an invoice in respect of such amounts.

It is your responsibility to monitor available funds in the participant's NDIS plan and the expenditure of funds out of the allocated budget in such plan. You can access this information in your MyGov portal or via your registered NDIS plan manager if you have one. You should contact NDIA or your Local Area Coordinator if you require assistance to access your MyGov portal.

Cancellation and refunds: While we understand that holidays are booked by you with every intention of the participant attending, we realise that plans can change, and unforeseen circumstances arise. Should you need to cancel your booking for any reason, including as a result of illness, the death of an immediate family member or any other reason beyond your control, we ask that you notify your Key Worker or Summit staff member, in writing at your earliest convenience. Summit will make all reasonable attempts to have your position taken by another participant and minimise your financial loss where possible. In the event that your position cannot be taken by someone else the fees set out in the table below will apply.

The refund or cancellation fees that will be payable depend on the date of departure of the Holiday and the amount of notice you provide to Summit.

Australian Land Based Travel

Days of Notice	Fee Payable
60 days or more	Full Refund
31-59 days	50% of total cost
30 days or less	100% of total cost

International, Plane, Train or Cruise Travel

Days of Notice	Fee Payable
120 days or more	Full Refund
91-119 days	Deposit amount
61-91 days	50% of total cost
60 days or less	100% of total cost

The refund or cancellation fees that will be payable depend on the date of commencement of outing/activity and the amount of notice you provide to Summit.

Activity / Program

Days of Notice	Fee Payable
2 weeks prior	Full Refund

<2 weeks but > 48 hrs	50% of total Cost
<48 hours prior	100% of total cost

Optional Activities: When on holidays/programs/activities with Summit, you may be offered the opportunity to engage in optional or non itinerary activities. You acknowledge and agree that such activities may be inherently risky and Summit will not be responsible to you and/or the participant for any loss, damage, injury or accident that may occur as a result of any participation in those activities.

Liability: To the maximum extent permitted by law, Summit excludes all warranties in respect of the services provided and all liability for direct, indirect, consequential or incidental damages or losses, loss of property (including lost or damaged personal belongings) and any loss or damage sustained by any person (including the death or illness of, or personal injury to, a participant) or damages for disappointment. The liability of Summit for breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the maximum extent possible and, at Summit's option, to the supply of the relevant services again, or payment to you of the cost of having the services supplied again. Summit does not accept any liability whatsoever for the acts or outcomes of third party service providers over whom we have no direct control. Summit will not be liable for any loss, breach or delay due to any cause beyond Summit's control including but not limited to an act of God, explosion, flood, war or threat of war, act or threat of terrorism, strikes, lockouts or other industrial actions or adverse weather conditions. Participants will be liable for any damage to persons or property they may cause.

Travel Insurance: Travel insurance is highly recommended by the Department of Foreign Affairs and Trade for all overseas travel. For more information on Travel Insurance and whether it is included in the cost of the holiday, please contact Summit. If travel insurance is not included in the cost of the holiday, Summit recommends that you take out appropriate travel insurance to cover the holiday.

International Travel: Where the holiday involves travel outside of Australia, you are responsible for obtaining all required visas and for the participant's compliance with all immigration, quarantine, customs, health and other requirements of the country or countries to be visited. You must also ensure that the participant has a passport which is valid for a period of at least six months after the holiday return date.

Photos: Summit may take images or video during holidays/programs/ activities and reserves the right to use these images in promotional material unless requested otherwise in writing by a participant.

Cancellation by us: Summit reserves the right to cancel holidays/programs/activities for any reason (such as failure to reach minimum numbers for the holiday). Summit's maximum liability to you in respect of any cancellation of a holiday/program/activity will be a full refund of any monies paid.

Changes: Summit reserves the right to alter or modify the itinerary and date(s) of any holiday (and the cost of any holiday) as deemed necessary without notice.

Privacy: Summit may collect and hold personal information about you. Summit may exchange the personal information with entities in accordance with our privacy policy. Summit may use your personal information to provide you with current information about offers you may find of interest, changes to our organisation, or new services being offered by us or any company with which we are associated. You consent to us using your information to contact you on an ongoing basis for this purpose, including by mail, email, SMS, social media and telephone. You may gain access to the personal information that we hold about you by contacting us. A copy of our privacy policy can be obtained at www.scn.org.au or by contacting us on admin@scn.org.au. Our privacy policy contains information about how you may access or seek correction of the information we hold about you, how we manage that information and our complaints process.

General: The contract constituted by these Terms and Conditions will be governed by and subject to the laws of the State of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State. If any provision of these Terms and Conditions is held invalid or unenforceable by any court, that provision will be deemed to be re-written to give effect to the same purpose. The validity and enforceability of any other provisions will not be affected. These Terms and Conditions constitute the entire agreement between the parties as to their subject matter and supersede any prior understanding or agreement between