ACH Group Social Experiences
Getaway Booking Form and Terms and Conditions

Please complete this form for each person travelling. Please read the Terms and Conditions in Part 2 carefully. By signing and returning a completed form to ACH Group, you agree to be bound by the Terms and Conditions which form the agreement between you and Aged Care & Housing Group Inc. ABN 99 437 071 895 (**ACH Group**) (**Agreement**).

Part 1: Your Getaway Details

Getaway Details

Getaway name	
Departure date	
Return date	
Number of days	
Cost per person	

Traveller Details

	Traveller 1	**Traveller 2**
Full name		
Date of birth		
Residential address		
Pick-up address, if different		
Phone number		
Email address		
Dietary requirements		

Room Type (Please Circle)

Single	Double	Twin (2-bed)

Emergency Contact Information

	Traveller 1	**Traveller 2**
Emergency contact's full name		
Relationship to traveller		
Phone number		

Mobility and Accessibility

	Traveller 1	**Traveller 2**
Can you walk independently without a mobility aid?	☐ Yes ☐ No	☐ Yes ☐ No
If no, what mobility aid do you use?	☐ Walking stick ☐ 4-wheeled walker ☐ Other	☐ Walking stick ☐ 4-wheeled walker ☐ Other
Can you independently manage bus steps and stairs, and walk on uneven surfaces? *Please note: This getaway requires travellers to manage stairs independently and without assistance.*	☐ Yes ☐ No	☐ Yes ☐ No

Part 2: Terms and Conditions

1. Your Travel Contract

1.1. By signing this document, you agree to the Terms and Conditions set out in this Agreement for the Getaway described above.

1.2. ACH Group works closely with our third party service operators including third party tour providers (**Suppliers**). Whilst ACH Group exercises care in selecting Suppliers, ACH Group has no control over or liability for the services provided by Suppliers and you acknowledge that you are bound by the terms and conditions of those Suppliers.

2. Prices and Payment

2.1. The total cost of the Getaway will be added to your next monthly ACH Group invoice following the Getaway departure date.

2.2. The invoice must be paid in accordance with the payment terms set out on that invoice.

2.3. All prices are quoted in Australian Dollars, include GST and compulsory taxes where applicable.

2.4. You acknowledge that circumstances beyond ACH Group's control may cause unforeseeable increase in prices from Suppliers involved in the Getaway including but not limited to fuel and hotel surcharges, government taxes and changes, transport fares and/or other Getaway related costs. ACH Group will endeavour to notify you of any major changes as soon as practicable. However, you acknowledge that it is not always practicable for ACH Group to provide prior notice of the change.

3. Changes to the Getaway

3.1. You acknowledge that the Getaway itinerary may be affected by reasons outside of ACH Group's control (including but not limited to adverse weather, road closures and/or naturally occurring events) which may require ACH Group to make changes to the Getaway.

3.2. The Getaway itinerary is a guide only, and although ACH Group will use reasonable efforts to adhere to the itinerary and will endeavour to advise you of any major changes as soon as practicable, you acknowledge that ACH Group may alter the Getaway without notice or consultation to you.

3.3. ACH Group reserves the right to make any alterations and substitutions as necessary including:

a. cancel or modify any routes or activities set out in the Getaway itinerary; or
b. substitute different routes or activities within the Getaway;
c. postpone, cancel or delay any aspect of the Getaway in ACH Group's discretion if ACH Group considers it necessary due to inclement weather or other circumstances that are likely to be hazardous or dangerous, or if an act or omission of a third party prevents any aspect of the Getaway being carried out in accordance with the Getaway itinerary.

3.4. A minimum number of travellers is required for the Getaway to go ahead. If the minimum number of travellers is not reached, ACH Group may postpone or cancel the Getaway at its absolute discretion.

3.5. The information in this Agreement is to the best of our knowledge correct at the time of publication. However, changes beyond our control may have occurred since then. Every effort is made to ensure the accuracy at the time of going to print, and ACH Group is not responsible for printing or typographical errors, or errors arising from unforeseen circumstances.

4. Cancellation

4.1. The notice period for customer cancellations for Getaways is 4 weeks prior to departure.

4.2. Any payments made in advance will be refunded in full if you cancel more than 4 weeks before departure.
4.3. You will be charged the full cost of the Getaway if you cancel less than 4 weeks before departure.
4.4. The cancellation fee will be added to your monthly ACH Group invoice following the Getaway departure date.

5. Consumer Rights

5.1. Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy you have under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified.

6. Limitation of Liability

6.1. ACH Group's Getaway and Getaway services include and depend on the services provided by our Suppliers who are independent contractors. Whilst ACH Group takes care in selecting the Suppliers, ACH Group does not take responsibility for the conduct of the Suppliers, their employees, agents or sub-contractors.
6.2. ACH Group is not liable for any cancellations, delays, substitution, illness, injury, loss, damage, costs, charges or expenses unless directly caused by the wilful act or gross negligence of ACH Group.
6.3. To the fullest extent permitted by law, ACH Group excludes all representations, conditions, guarantees and warranties that relate to our products or services that are not expressly set out in this Agreement.
6.4. To the fullest extent permitted by law, ACH Group's liability arising under or in connection with this Agreement:
   a. is limited to the re-supply of the products and/or services owing to you or the payment of the cost of the re-supply of the products and/or services owing to you; and
   b. excludes any liability to you (or any other person) for any loss, cost, inconvenience, or damage of any kind arising directly or indirectly in relation to the Getaway products or services.
6.5. Participation in the Getaway is at your own risk and ACH Group is not responsible for any illness, harm or injury that may occur during participation in the Getaway unless directly caused by ACH Group's wilful act or gross negligence.
6.6. ACH Group is not liable for any damage, injury or loss which may occur due to accident, delay, irregularity or defect of any vehicle, vessel or accommodation in relation to the Getaway products and services.

7. Travel Insurance

7.1. Travel insurance is not included in the Getaway cost.
7.2. ACH Group strongly recommends that you arrange appropriate travel insurance for the Getaway as a way to cover yourself for any unexpected or unforeseen events.
7.3. If illness, injury or other emergency prevents you from participating or continuing to participate in the Getaway (either by way of hospitalisation or otherwise), ACH Group will take reasonable steps to obtain appropriate assistance in the circumstances, including contacting emergency services where necessary or contacting your emergency contact person as soon as reasonably practicable and assist with a safe handover. You acknowledge and understand that in these circumstances, return transport outside the Getaway itinerary is not included in the Getaway price unless otherwise agreed. ACH Group and its third-party providers will act reasonably to assist with a safe handover.

7.4. Your emergency contact person, or any other person nominated by you, will be responsible for you from this point onwards.
7.5. You acknowledge and agree that you are responsible for any unexpected costs resulting from or incidental to such illness, injury, hospitalisation or other emergency.

8. Your Conduct

8.1. You agree that while participating in the Getaway, you will:
   a. follow any relevant health and safety advice provided by ACH Group or any other Supplier involved in the Getaway;
   b. treat all staff, volunteers and fellow travellers with respect; and
   c. consume alcohol responsibly. Our facilitators may refuse participation in Getaway activities if alcohol is not consumed responsibly.

8.2. ACH Group reserves the right to refuse a booking or remove you from the Getaway:
   a. if your behaviour is illegal, disruptive, undesirable, unsafe or negatively impacts the experience of other travellers
   b. if you are incapable of caring for yourself or suffer from any mental or physical impairment or infectious illness;
   c. if you are unable to cope with the requirements of the Getaway;
   d. if you fail to comply with the reasonable instructions of staff employed by ACH Group or our Suppliers; or
   e. if your behaviour does not align with ACH Group's values.

8.3. If this occurs, ACH Group will not provide a refund or cover any costs incurred by you as a result. You will be required to disembark the Getaway at a safe public location and arrange your own transportation at your cost.
8.4. ACH Group is released from all liability and is not responsible for any refusal of booking or termination of travel arrangements pursuant to the Getaway in accordance with the conditions in this clause 8.

9. Force Majeure Event

9.1. A Force Majeure Event means any event or circumstance beyond the control of ACH Group, including but not limited to acts of god (such as earthquake, flood, fire, cyclone, storm or natural disaster), industrial disputes (including work ban/labour disputes), acts of terrorism, political unrest, war or threat of war, riots or civil strife, failure or delays to scheduled transportation, the closure of airports or ports, criminal acts committed by third parties, pandemic, epidemic or health risk or governmental directions (including lockdowns, quarantine requirements, border closures and travel warnings and restrictions).
9.2. If ACH Group, in its reasonable opinion, considers that any Force Majeure Event prevents us from completing the Getaway, we may at any time by written notice to you:
   a. terminate this Agreement; or
   b. amend the Agreement and Getaway arrangements as we think fit, acting reasonably, which may include changing travel arrangements with the view of safeguarding your interest and safety. We may invoice you for any additional costs incurred for the provision of any revised or additional product or service.

9.3. If ACH Group cancels or changes your travel arrangements due to a Force Majeure Event, we will not be liable to you for any loss, damages, costs, charges or expenses resulting from or in connection with the cancellation or change of travel arrangements and/or the Force Majeure Event.

10. Lost Property

10.1. You are responsible for all personal belongings you bring on the Getaway.
10.2. ACH Group will not be liable for any property that is lost, stolen or damaged during the Getaway.

11. Privacy

11.1. It is important to keep up to date personal contact information. This information will be accessed by ACH Group staff in the event of an emergency or to gain more understanding of medical or support information.
11.2. You acknowledge and agree that you are bound by the terms of ACH Group's Privacy Policy available at: https://achgroup.org.au/privacy-policy/
11.3. ACH Group recognises the importance of your privacy and will only use your personal information in accordance with our Privacy Policy and the *Privacy Act 1988*. Details of how we use and disclose your personal information for the purposes for which it was collected can be obtained by visiting our Privacy Policy.

12. Miscellaneous

12.1. This Agreement is governed by the laws of the State of South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia.
12.2. If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of the Agreement remain in force.

Your Confirmation

By signing below, each traveller confirms that the information provided is accurate and that they have read, understood and agree to these Terms and Conditions.

	Traveller 1	**Traveller 2**
Full name		
Signature		
Date		