

TERMS AND CONDITIONS

These Terms and Conditions incorporate the basis upon which accommodation and accommodation package reservations are accepted by the Centre. If bookings are made on behalf of a Guest, the person making the booking will be deemed to have accepted these terms and conditions on behalf of the Guest who must be directed to read this document prior to arriving at the centre. It is the responsibility of the person making the booking to ensure these terms and conditions are passed onto the Guest or Guests staying at the Centre.

1. Definitions

In these Terms and Conditions:

- 1.1. **Booked Dates** refers to the date accommodation is reserved and commencement of service delivery.
- 1.2. **Centre** refers to the Spinal Life Healthy Living Centre.
- 1.3. **Confirmed Reservation** refers to the acceptance of funding and accommodation agreed to by the Guest and Spinal Life Australia and allocation of accommodation and services for the Guest's Booked Dates.
- 1.4. **Enquiry Form** refers to the form which must be completed by the Guest applying to use accommodation or services at the Centre.
- 1.5. **Guest** refers to the individual whose name is on the Enquiry Form and who has agreed to the Terms and Conditions of Spinal Life Healthy Living Centre Accommodation and Services.
- 1.6. **NDIS** refers to the National Disability Insurance Scheme.
- 1.7. **NIISQ** refers to the National Injury Insurance Scheme Queensland.
- 1.8. **Unconfirmed Reservation** refers to a tentative booking made for accommodation and/or therapies and services.
- 1.9. **SLA** refers to Spinal Life Australia LTD as the legal business entity and service provider at the Centre.
- 1.10. **Self-funded** refers to a Guest meeting the costs of accommodation and services by their personal financial means.
- 1.11. **Service Agreement or Agreement** refers to the Service Agreement and the attachments and associated documents incorporated by reference.

2. Photo Identification

Valid photo identification (ID) matching the name of the registered Guest must be presented at the time of check-in. A valid Australian driver's license, Australian issued Proof of Age Card or Passport are all acceptable forms of photo identification. This ID may be copied and securely stored as a record that we have verified the registered Guest. As per our privacy policy, any personal information collected will be securely stored.

3. Reservations and Quotes

- 3.1. Reservations can be made online via spinalhealthyliving.com.au or with the Centre direct by calling 1300 774 625 (within Australia) or +61 7 4047 7600 (for international callers).

- 3.2. Reservations are subject to availability and applicable pricing of the Centre at the time of enquiry and some conditions and/exclusions may apply including but not limited to minimum stay requirements.
- 3.3. **For Guests booking an NDIS funded stay:** Upon receipt of a reservation enquiry (either by phone or online), an SLA employee will review the dates requested and contact the potential Guest, to obtain further necessary booking information. Upon receipt of all booking information, a formal quote will be prepared by SLA and emailed to the Guest for acceptance. Upon the return of a signed formal quote to SLA An unconfirmed reservation will be made. A pre-payment equal to one night's package rate is required at this same time to secure bookings for self-managed NDIS participants. The signed quotation must be returned within five (5) business days of the quotation date or it will lapse and no longer be capable of acceptance.
A Guest's care and equipment requirements may dictate the accommodation they are allocated. If a room requested by a Guest specifically is unavailable, an SLA employee will contact them before confirmation is finalised.
- 3.4. **For Self-funded Guests:** Upon receipt of the reservation enquiry (either by phone or online), SLA staff will review the dates requested and email the Guest to confirm availability, provide a formal quote and request a deposit equal to one night's room rate to secure the reservation.
- 3.5. Any confirmed price is subject to change if:
- 3.5.1. any details relating to the booking are incorrect or amended, for example reservation dates, room type, package type, increased care needs or the number of persons staying;
 - 3.5.2. there is a change in or imposition of a government charge, tax or levy, or NDIS rates increase which entitles or necessitates SLA changing accommodation or service prices.
- 3.6. An Unconfirmed Reservation will only become a Confirmed Reservation if one or all the following actions have occurred, (dependant on the Guest's payment method):
- All quotes and documentation sent by SLA are completed, signed and returned within 5 business days of the quotation date; and
 - For self-funded Guests, a pre-payment has been received equal to one (1) night's room rate or package rate debited against the Guest's credit card or debit card;
 - For Agency Managed Guests, that SLA have been able to make a claim on the funds;
 - For Plan Managed Guests, that SLA have received agreement from the Guest's Plan Manager that funds are available.

4. Rates and Charges

- 4.1. Any prices, fees, deposit amounts or charges which are specified or referred to in these Terms and Conditions are in the same currency as the booking to which they relate.
- 4.2. Quoted rates are inclusive of all compulsory government or regulatory charges and taxes (for example GST), where applicable.
- 4.3. Quoted rates do not include transport to or from the Centre or items of a personal nature including but not limited to laundry, telephone, meals or transfers, unless otherwise indicated.
- 4.4. For information on rates for extra persons, please refer to Clause 6.2.
- 4.5. Quoted rates are exclusive of all compulsory government or regulatory charges and taxes (for example GST) where applicable. Quoted rates do not include items of a personal nature including but not limited to laundry, telephone, taxis, room service, meals, transfers or airport taxes.



5. Child Policy

For the purposes of this clause “Child” or “Children” means a person or persons aged between 2 years and 14 years; “Infant” means a person under the age of 2 years; and “Adult” means a person aged over 15 years. All ages will be determined from the arrival date at the Centre.

- 5.1. Children and Infants sharing a room with their parents or guardians may do so free of charge if using existing beds and linen and not exceeding the maximum occupancy for the given room type.
- 5.2. Children and Infants may not stay in any room without an Adult.
- 5.3. Additional charges will apply if extra beds or linen (including sofa beds) are required. These are charged at the Extra Person rate.
- 5.4. Subject to availability, cots can be provided at no extra charge.

6. Extra Person Policy

- 6.1. Persons aged over 15 years will be charged Extra Person rates for each person staying in a room not exceeding maximum occupancy for the room type, or where extra beds or linen are required.
- 6.2. The extra person rate is \$50 per person, per night.

7. Funding Approval

It is the responsibility of the Guest to ensure that any part of their stay, for which they are seeking funding, meets the criteria of that funder. The Guest is liable for the cost of all services provided, that the funder does not meet.

- 7.1. ***NDIA managed or Agency Managed participants*** must ensure that any services required/ engaged are covered by the NDIS and are included in their plan. Before an Unconfirmed Reservation can be created, a Service Agreement must be drawn up by SLA. Once the Guest signs and returns the Service Agreement to SLA, a service booking will be made in the MyPlace portal and funds will be secured; and the Unconfirmed Reservation then becomes a Confirmed Reservation.
- 7.2. ***NDIS Plan Managed participants***, must ensure that any services required/ engaged are covered by the NDIS and are included in their plan. Before an Unconfirmed Reservation can be created, a Service Agreement must be drawn up by SLA. Once the Guest signs and returns the Service Agreement to SLA, the Agreement will be sent to their nominated Plan Manager; at this stage, an Unconfirmed Reservation is created. An invoice will be sent on day of departure to the Guest and their Plan Manager to arrange payment. If a Plan Manager refuses to pay the invoice issued, the Guest is still liable for the costs of accommodation as well as any services used.
- 7.3. ***Guests who are funded by other funding bodies (i.e. NIISQ)*** are required to provide SLA with an approval number (RP number) and Service Approval/Purchase Order from their coordinator or case manager as part of the booking form. In order to create an Unconfirmed Reservation this approval must be received by SLA. SLA will track the number of nights against the approved maximum in the Service Approval/Purchase Order.



- 7.4. **Self-funded Guests (including Self-Managed NDIS participants):** A pre-payment of one night's room rate/package rate will be debited against the Guest's credit card or debit card, or via electronic funds transfer upon the return of a signed quote (payments by EFT must be received within 48 hours of the booking being made). The balance of the accommodation or package price for the Booked Dates is due upon check in. Self-managed participants can submit a payment request to the NDIA prior to staying at the Centre. In this case, participants must have an established Service Agreement with SLA. It is the responsibility of the Guest to submit this request to the NDIA, to allow sufficient time for the funds to be received, and to pay for the short-term accommodation package upon arrival.

8. Payments

- 8.1. Payment options, timeframes and any GST will be itemised in quotations, invoices and/or statements provided to Guests.
- 8.2. For the avoidance of doubt, SLA will consider any unpaid invoices for services received under the terms of this Agreement to a personal debt due and owing by the Participant to SLA. SLA reserves the right to pursue payment of personal debts to the full extent of the law.
- 8.3. Prices for each service included in any quotations, invoices and/or statements will be inclusive of GST (unless otherwise specified).
- 8.4. The fees and charges for the services itemised in quotations, invoices and/or statements are either set by SLA or are based on the approved rate set by each Guests' funding body/agency.
- 8.5. Upon check in, a credit card or debit card must be provided. Credit card details will be securely recorded, and the remaining balance of incidental charges must be paid before departure.

9. Cancellations and Refunds

- 9.1. A Confirmed Reservation may be cancelled without charge if more than 14 days written notice is given prior to the arrival date (this excludes peak periods – refer to Clause 9.2).
- 9.2. Cancellations within 7 - 14 days of arrival date will forfeit 50% of the nightly room rate/package rate during peak periods.
- 9.3. No-shows or cancellations received less than 7 days prior to the arrival date will forfeit one night's room rate. In the event of cancellations due to extraordinary circumstances, refunds or new bookings on different dates may be made, subject to review.
- 9.4. During peak periods a full charge will be incurred for any cancellation, no-show or reduced stays. Peak period times include Christmas & Boxing Day, New Year's Eve and Day, QLD school holiday periods, Easter, public holiday/long weekends and Cairns special events.
- 9.5. Outside peak periods and in the case of a shortened stay or altered bookings that do not have personal care included, 48 hours' notice prior to the original arrival date is required, or a 1-night charge will be incurred. In the case of a shortened stay or altered bookings that have personal care included, 14 days' notice prior to the Confirmed Reservation date is required, or nightly room rate/package rate will be incurred.
- 9.6. SLA will negotiate opportunities to reschedule services before any cancellation fees are charged. Appointments cancelled later than 3pm of the business day prior to the scheduled service being provided will incur a cancellation fee of up to 90% of the full cost. If there are unforeseen circumstances or the Guest can produce a medical certificate, the cancellation fees may be waived.



10. Check In and Check Out

- 10.1. **Check In** time for Guests is from 3:00pm – 5:30pm, Monday to Friday.
- 10.2. All registered Guests(s) must complete the Guest registration card and confirm credit/debit card details at check in. SLA requires disclosure of all Guest names staying in the room at the time of check in.
- 10.3. Guests arriving after hours (between 5:30pm – 8:30am) must notify SLA staff and comply with after hours check in procedures (emailed to Guests at the point of Confirmed Reservation being created). SLA employees can be available to assist Guests arriving after hours at the applicable rate.
- 10.4. **Check Out** time is 11:00am on the day of departure.

11. Late Check Out

- 11.1. Guests wishing to check out after the standard check-out time, must contact reception no later than 24 hours before departure to request approval. Check out after 11am will incur the following charges, payable on departure, by cash, credit card or debit card:
 - Check out before 12 noon with prior approval from Centre Management no surcharge will apply;
 - Check out between 12pm and 2pm a surcharge of \$50 applies;
 - Check out after 2pm a charge equivalent to the full nightly rate which applies to the Guest's booking.
- 11.2. Should a Guest depart before the Centre opens, any outstanding accounts will be charged to the pre-authorized credit or debit card.

12. Credit/Debit Card Authorisation

- 12.1. Guests will be required to provide a credit card authorisation or imprint at check in.
- 12.2. The authorisation may be used to cover incidental items including but not limited to telephone charges, deposits for any breakages or damage incurred during any stay or cleaning charges if cleaning in excess of the usual level of cleaning is required.
- 12.3. The pre-authorization process validates the Guest's credit card and protects both the cardholder and reduces the risk of fraud.
- 12.4. The pre-authorized amount is set aside by Westpac for a period of up to 30 days from the date of pre-authorization and the pre-authorization may affect available funds balance and/or spending limits. For more information on this practice please contact the card issuer.
- 12.5. Once a pre-authorization has been made, SLA cannot release, remove or lower the authorised amount, until the final account is processed on departure. This is a restriction imposed by the card issuer and cannot be negotiated.
- 12.6. Where a credit card is not available full payment of accommodation and services will be required on check-in.

13. Special Requests

Whilst SLA will attempt to satisfy special requests wherever possible, SLA cannot guarantee special requests can be accommodated.



14. Travel Insurance

SLA strongly recommend that at the time of booking, Guests purchase comprehensive travel insurance to cover items including but not limited to loss of booking amount through cancellation, loss or damage to personal baggage, loss of money and any medical expenses.

15. No Pets Policy

No pets are allowed in the Centre at any time. Guests travelling with an assistance animal must refer to Clause 16.

16. Assistance Animals

SLA welcomes Guests travelling with an assistance animal. Guests with an assistance animal, that are visiting from another state, are required to adhere to the Centre Terms and Conditions, which incorporate QLD Legislative requirements. ([click here for more details](#)).

SLA requires proof of accreditation before allowing any animal to accompany a Guest. Any Guest bringing an animal without the proper accreditation, will be required to arrange alternate housing for the animal during their stay at the Centre.

In accordance with Local Council requirements, before issuing an accreditation for an assistance animal, it is expected that the Guest's animal be trained to meet standards of hygiene and behaviour appropriate for an animal in a public place. This means:

- Assistance animals must not urinate or defecate anywhere inside the building. They must be taken outside, and all faeces removed and placed in a rubbish bin after being sealed in a plastic bag.
- Only animal water and food bowls are to be used for assistance animals.
- Assistance animals must not cause harm to another person, animal or property.
- Assistance animals must not disturb other Guests by causing noise such as barking or scratching.
- Assistance animals must not sleep on beds, couches or furniture in the Guest's room or common areas. Guests may bring a clean animal bed. This is important for the sake of other Guests who will use the property and may have allergies. Specific rooms may be allocated for those with assistance animals to aid in the comfort of others

Any cost incurred by SLA as a result of additional cleaning, property damage or any other physical damage or damage to our reputation, due to this policy not being adhered to, will be passed onto the Guest with the accompanying assistance animal.

Guide Dogs and Assistance Dogs must have a badge/medallion on their collar or harness. Guide Dogs and Assistance Dogs are required to be harnessed and wear their bibs in all public areas within the Centre. Handlers accompanied by a certified dog, as well as trainers, are required to carry a handler's identity card.



17. Privacy Policy

At SLA, we collect and hold personal information in order to provide the most effective service to our clients and members. Our organisation follows the Australian Privacy Principles contained in the Privacy Act 1988 (the Privacy Act) when handling any personal information from clients, business partners, members, donors, members of the public and employees (including volunteers, contractors and candidates for prospective volunteers or employees). Personal information will not be disclosed to third parties without permission, except where permitted or required under the Privacy Act.

18. General

- 18.1. These Terms and Conditions are governed by and will be construed in accordance with the laws of the State of Queensland, Australia.
- 18.2. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

