**Parties**

This Service Agreement (**Agreement**) is for
*firstname lastname,* a participant in the National Disability Insurance Scheme (**NDIS**) and is made between:

*firstname lastname* of address; and

**Care Pty Ltd** (ABN: 12 123 234 123)of (address)
 (**Provider**), (collectively the **Parties**).

This Agreement will commence on from date for the period date to date.

**The NDIS and this Agreement**

This Agreement is made for providing support services under the Participant’s NDIS plan (**NDIS Plan**).

The Parties agree that this Agreement is made in the context of the NDIS, which is a scheme that aims to:

* support the independence and social and economic participation of people with disability; and
* enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their support services.

**Schedule of support services**

The Provider agrees to provide the Participantthe support services (**Services**) for the duration (**Duration**) at the cost (**Cost**) listed in the Schedule of Services.

All prices are GST inclusive (if applicable) and include the cost of providing the Services.

Additional expenses (i.e. things that are not included as part of a Participant’s NDIS Services) are the responsibility of the Participant and are not included in the cost of the Services. Examples include entrance fees, event tickets, meals, etc.

**Payments**

The Provider will seek payment for their provision of Services after the Participant/Participant’s Representative confirms satisfactory delivery. Such confirmation cannot be unreasonably withheld.

The Participant has nominated ***the NDIA*** to manage the funding for Services provided under this Agreement. After providing those Services, the Provider will claim payment for those Services from the NDIA.

**Responsibilities of Provider**

The Provider agrees to:

* review the provision of Services at least 6-monthly with the Participant;
* once agreed, provide Services that meet the Participant’s needs at the Participant’s preferred times;
* communicate openly and honestly in a timely manner;
* treat the Participant with courtesy and respect;
* consult the Participant on decisions about how Services are provided;
* give the Participant information about managing any complaints or disagreements and details of the provider’s cancellation policy (if relevant);
* listen to the Participant’s feedback and resolve problems quickly;
* give the Participant a minimum of 24 hours’ notice if the Provider has to change a scheduled appointment to provide Services;
* give the Participant the required notice if the Provider needs to end the Agreement (see ‘[Ending this Service Agreement](#_1fob9te)’ below for more information);
* protect the Participant’s privacy and confidential information;
* provide Services in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* and rules, and the Australian Consumer Law; keep accurate records on the Services provided to the Participant; and
* issue regular invoices and statements of the Services delivered to the Participant.

**Responsibilities of the Participant/Participant’s Representative**

The Participant/Participant’s Representative agrees to:

* inform the Provider about how they wish the Services to be delivered to meet the Participant’s needs;
* treat the Provider with courtesy and respect;
* talk to the Provider if the Participant has any concerns about the Services being provided;
* give the Provider a minimum of 24 hours’ notice if the Participant cannot make a scheduled appointment; and if the notice is not provided by then, the Provider’s cancellation policy will apply;
* give the Provider the required notice if the Participant needs to end the Agreement (see ‘[Ending this Service Agreement](#_1fob9te)’ below for more information); and
* let the Provider know immediately if the Participant’s NDIS Plan is suspended or replaced by a new NDIS Plan or the Participant stops being a participant in the NDIS.

**Indemnity**

The Participant/Participant’s Representative must indemnify and hold the Provider harmless from and against all claims and losses arising from loss, damage, expense, liability, injury to the Participant, by reason of or arising out of the services supplied to the Participant by the Provider within or outside of the scope of this Agreement.

**Changes to this Agreement**

If changes to the Services or their delivery are required, the Parties agree to discuss and review this Agreement. The Parties agree that any changes to this Agreement will be in writing, signed, and dated by the Parties.

**Ending this Agreement**

Should either Party wish to end this Agreement they must give 1-month notice.

If either Party seriously breaches this Agreement the requirement of notice will be waived.

**Feedback, complaints and disputes**

If the Participant wishes to give the Provider feedback, the Participant can talk to name onphone number or email email address

If the Participant is not happy with the provision of Services and wishes to make a complaint, the Participant can talk to nameonphone number or email email address

If the Participant is not satisfied or does not want to talk to this person, the Participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting [ndis.gov.au](http://www.ndis.gov.au/) for further information.

**Goods and services tax (GST)**

For the purposes of GST legislation, the Parties confirm that:

* a supply of Services under this Agreement is a supply of one or more of the reasonable and necessary Services specified in the statement included, under subsection 33(2) of the [*National Disability Insurance Scheme Act 2013*](http://www.comlaw.gov.au/Current/C2014C00149) (NDIS Act), in the Participant’s NDIS Plan currently in effect under section 37 of the NDIS Act;
* the Participant’s NDIS Plan is expected to remain in effect during the period the Services are provided; and
* The Participant/Participant’s Representative will immediately notify the Provider if the Participant’s NDIS Plan is replaced by a new Plan or the Participant stops being a participant in the NDIS.

**Cancellation Policy:**

If the participant makes a short-notice cancellation, which is after 3pm the day before the service, the provider will charge 90% of the agreed price for the cancelled appointment. This fee may be charged against a participant NDIS Plan up to 12 times per year for personal care and community access Services.

For other cancellations, where the participant has provided notice of cancellation prior to 3pm the day before the scheduled service, the provider will not charge a cancellation fee.

Where a participant fails, at short-notice or without notice, to keep the scheduled arrangement for the support, the provider will make every effort to contact the participant to determine if there is an additional problem (e.g. the person has fallen out of bed and cannot raise an alarm, or there is a sudden breakdown in the informal Services and additional support is likely to be required).

Where there is a specific risk that a participant will frequently make short-notice cancellations for a support due to the nature of a person’s disability or the nature of the support (e.g. behaviour intervention Services), the provider will make individual arrangements to minimise the number of cancellations.

**Contact details**

The Participant **firstname lastname** can be contacted on:

|  |
| --- |
| **Contact details** |
| **Mobile** | phone |
| **Email** | email address |
| **Address** | address |
| **NDIS Participant No.**  | registration number |

The Provider can be contacted on:

|  |  |
| --- | --- |
| **Contact name** | Name |
| **Phone [B/H]****Phone [A/H]** | 07 1111 11110411 111 111 |
| **Mobile** | 0411 111 111 |
| **Email** | contact@care.com |
| **Address** | 1 Care Road, Health City QLD 4000 |

**Agreement signatures**

The Parties agree to the terms and conditions of this Agreement.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of *name* or Participant representative |  | Name of [Participant / Participant’s representative] |
|  |
| Date |
|  |  |  |
| Signature of authorised person from Provider |  | Name of authorised person from Provider |
|  |
| Date |