

Services Agreement

This Agreement is made between:

A Plus Disability
Services Pty Ltd,
Trading as A Plus
Disability, we or us:

A Plus Disability Services Pty Ltd ABN 30 645 659 918
Address: 3 Harrie Place, Doreen VIC 3754
Email: aplusdisabilityservices@gmail.com
Contact: Anne Patricia Tuck

and:

Client or You:	Name:	
	NDIS Participant No:	
	Address:	
	Phone & Email	
	Date of Birth:	
	How do you prefer us to communicate with you	

Plan Nominee or Representative	Name:	
	Phone:	
	Email:	
	Relationship to Client:	(If Representative please also complete Advocacy of Support Person Form)

Approved By:	The board of A Plus Disability Services Pty Ltd	Version	1
Approval Date:	February 2022	Next Scheduled Review	February 2024

Terms of Agreement

1. Purpose of this Agreement

- (a) The purpose of this Agreement is to document a personalised and self-directed support arrangement between A Plus Disability Services and you. Please ensure your details and those of your Representative (if any) are accurately set out above.
 - (b) This Agreement is made in accordance with the rules and the goals of the NDIS and for the purpose of providing the Services to You in accordance with your NDIS Plan.
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2. Definitions and interpretation

2.1 Definitions

In this Agreement:

Agreement means this Services Agreement and includes any schedules and annexures.

A Plus Disability Services, us or we means A Plus Disability Services Pty Ltd ABN 30 645 659 918

Client or You means the NDIS participant as identified on page 1 of this Agreement.

Commencement Date means the date on which You sign this Agreement.

NDIA means the National Disability Insurance Agency, which runs the NDIS.

NDIS means the National Disability Insurance Scheme as established by the NDIS act.

NDIS Act means the National Disability Insurance Scheme Act 2013 (Cth) (as amended or replaced from time to time).

NDIS Rules means any rules or other legislative instruments made under the) NDIS Act.

Other Support Services means services and supports delivered to You by other service providers including health care and allied health providers.

Personal Support means the class of support referred to as assistance with daily personal activities in the NDIS.

Plan means the written Plan developed with You and on your behalf by the National Disability Insurance Agency or their delegate (for example, your Local Area Coordinator).

Principal means Anne Patricia Tuck.

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

Services means the services and support You agree for us to provide and we agree to provide to You, following the process set out in clause 4(a).

Subject to a Significant Risk Factor means a Client that is living at home alone and is not receiving, from any other provider, Other Support Services that involves regular, face-to-face contact with the Client and one or more of the following applies:

- (a) the Client or the Client's plan indicates that the Client has limited or no regular, face-to-face contact with relatives, friends or other people with whom the Client is well-acquainted;
- (b) without the assistance of another person the Client has limited or no physical mobility;
- (c) the Client uses equipment to enable them to be physically mobile or to facilitate their physical mobility;
- (d) without the assistance of another person the Client has limited or no ability to communicate with others; or
- (e) the Client uses equipment to enable or facilitate communication with others, including to enable or facilitate the use of a phone or other device.

Support Coordination Services means a capacity building support included in your NDIS Plan. Further information of what this role provides is given in our Coordination of Supports Guide which will form part of this Agreement if those services are engaged.

Worker means any worker providing support or services to You.

2.2 Interpretation

In this Agreement:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to a party is a reference to a party to this Agreement and includes a reference to that party's successors and permitted assigns; and
- ~~(d)~~ the term 'including', 'e.g.', 'such as', 'particularly' or any similar expression is not used as, nor is intended to be interpreted as, a term of limitation-

3. Commencement and Review

- (a) The Agreement commences on the Commencement Date and will continue until either You or A Plus Disability Services terminates it in accordance with clause 13.
- (b) The terms of this Agreement will be reviewed on the anniversary of the renewal of your NDIS Plan. If both parties agree that no changes are required to this Agreement then it will be determined that the Agreement continues.

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

4. The Services we provide

- (a) You, your Representative and A Plus Disability Services will work together to determine the specific Services that we can provide to You to meet your goals. Through your client support plan form, initial consultation(s) with us, this Agreement and the support planning process, we will agree upon the specific Services, appointment times, locations and staff members that will provide the Services.
- (b) Attached to and made part of this Agreement is the Services and Supports Schedule. This sets out the costs of the agreed supports for the current NDIS Plan. This Schedule will be reviewed at the anniversary of your NDIS Plan commencement date.
- (c) The Services can be adjusted and adapted in consultation with us, as your needs, goals and preferences change.
- (d) If your NDIS Plan is NDIS/Agency managed and the details that appear on the portal differ from those agreed to in the Services and Support Schedule then we will provide services that the portal allows.
- (e) You and your Representative agree to:
 - (1) A Plus Disability Services assessing and reviewing your Plan;
 - (2) A Plus Disability Services claiming any travel time and travel costs when travelling to meet You, from your NDIS funds, to the extent we are entitled to under the NDIS Rules and applicable laws;
 - (3) A Plus Disability Services claiming for Non-Face-to-Face supports, to the extent we are entitled to under the NDIS Rules and applicable laws;
 - (4) A Plus Disability Services claiming for NDIA Requested Reports supports, to the extent we are entitled to under the NDIS Rules and applicable laws;
 - (5) A Plus Disability Services providing you with the Services in line with the terms set out in this Agreement (as updated from time to time) and your client support plan;
 - (6) the terms of A Plus Disability Service's Policies.

1. Conflicts of Interest – Support Coordination Services

When engaging with Support Coordination Services in addition to other necessary supports to you, to ensure that any perceived or actual conflict of interest is managed, A Plus Disability Services will enter into a Conflict of Interest Declaration with you and will:

- (a) explain our Conflict of Interest Policy to you in a manner that you are most likely to understand.
- (b) to ensure there is no conflict of interest, when A Plus Disability Services proposes to provide services that you require, in addition to Support Coordination Services, endeavour to always provide 3 quotes (if possible) from other businesses, in addition to our own. It is then your decision if you would like to choose our supports (in addition to support coordination) or go with another provider.

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

- (c) make clear to you that your decision to choose an alternative provider will not affect your Support Coordination Services at all, as they operate independently from each other, and that you need not be worried about any repercussions.
- (d) document, in case notes and/or below, the choice of providers offered to you and/or your nominee for each support category where a provider is to be engaged.
- (e) document, in case notes and/or below, the rationale for your choice of provider for each support category where a provider is engaged.
- (f) where you have chosen another A Plus Disability Services service for service provision, a request for capacity or quote is documented by the support coordinator in respect of such service proposed to be offered by A Plus Disability Services-
- (g) provide information to you and/or your nominee at the initial meeting of the process for requesting a change in service provider, including Support Coordination.

5. Your consent to Services

- (a) Your informed consent is required to commence the Services provided by A Plus Disability Services. If the Client is a child, consent also needs to be provided by a parent or legal guardian (i.e. your Representative).
- (b) You may withdraw your consent for any specific Service at any time, and the specific Service will cease immediately.
- (c) The Services are designed to be effective and safe, however like any treatment, therapy or service, there are benefits and risks. A Plus Disability Services staff working with You will discuss any foreseeable risks prior to providing any Service or administering any treatment, therapy or service (as applicable).
- (d) A Plus Disability Services staff may ask personal questions relating to your individual goals and circumstances. The more information You provide, the more effective the Services will be. However, it is your choice as to what information You choose to provide.
- (e) It may be necessary for the A Plus Disability Services staff to make physical contact with You for the purpose of providing the Services. Consent will be achieved through signing this Agreement, with implied consent being assumed for the duration of the Agreement (until You tell us otherwise).
- (f) The risks related to some Services can increase when A Plus Disability Services is not aware of certain facts. Please inform our staff if You have any of the following:
 - (1) a heart condition impacting engagement in physical activity
 - (2) seizures
 - (3) severe respiratory conditions e.g. asthma
 - (4) severe allergies

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

- (5) severe phobias
- (6) absconding (running away, running onto busy roads, etc.).
- (g) By agreeing to receive the Services, You further acknowledge the following:
 - (1) assessment and screening may be undertaken and any records taken will be kept in your confidential client file in accordance with the relevant privacy laws;
 - (2) video, photo, written records and work samples may be taken, and if taken will be kept in a confidential client file in accordance with the Privacy and Dignity Policy; and
 - (3) With prior permission and consent, the NDIA, local area coordinators and providers that provide Other Support Services may be contacted to discuss your Plan to gather further information and understanding of and otherwise support your individual circumstances and goals

6. Fees for Services

- (a) A Plus Disability Services will charge You for the Services and You must pay for the Services we provide to You. These are set out in the Services and Support Schedule attached to this Agreement.
- (b) Additional expenses (i.e. things that are not funded under your Plan) are your responsibility and to be paid by You.
- (c) The prices for the specific Services, as outlined on the Services and Support Schedule, attached to this Agreement, that we provide to You are set out in the [NDIS Price Guide](#). All prices are subject to change when the NDIS Price Guide changes. The prices we charge You will be automatically adjusted to reflect the prices outlined in the most up to date NDIS Price Guide and the specific Services we perform.
- (d) Without limiting the generality of this clause, if we are entitled to do so under the NDIS Rules and applicable laws, You agree that A Plus Disability Services may charge You an establishment fee for personal care/participation Services which we provide to You with your Agreement, if we assist You with:
 - (1) the design or implementation of your NDIS Plan; and
 - (2) are to deliver a minimum of 20 hours per month of personal care/community access support.
- (e) Where Services are included or funded under your Plan to enable You to pursue recreational activities and engage in the community (e.g. for activities associated with your disability and goals /such as camps, vacation and outside school hours' care, course or membership fees), to the extent we are entitled to do so under the NDIS Rules and applicable laws, You agree that funded hours under your Plan may be converted to a fee and claimed by A Plus Disability Services for these purposes.
- (f) Where Services are included or funded under your Plan include assistance to access community, social and recreational activities and such assistance is to be provided in a group setting, to the extent we are entitled to do so under the NDIS Rules and applicable laws, You agree that in order for A Plus Disability Services to meet the increased capital costs for centre-based group care associated with

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

delivering care in a facility, we may charge You an additional allowance (charged to You at \$2 per hour).

- (g) Where we are entitled to do so under the NDIS Rules and applicable laws, we may charge You for shadow shifts if You have complex individual support needs that are best met by introducing a new worker to You before it is reasonable that they commence providing Services independently. These may be considered appropriate where your specific individual support needs include:

- (1) Very limited communication;
- (2) Behaviour support needs; and/or
- (3) Medical needs/procedures such as ventilation or home enteral nutrition.

Where the individual would require shadow shifts to assist with the introduction of new workers, and this is the desired method by the participant or their family, a claim for up to 6 hours of weekday support per year will be claimed.

- (h) Where we are required to prepare meals for You, the cost of the food itself is not covered by your Plan however, there will be a cost for the provision of our Services. The cost will vary based on the number of meals prepared and the deliveries required and charged at an hourly rate.
- (i) Where we are permitted to do so under the NDIS Rules, we may charge You for travel costs, including time spent travelling to You in order to deliver your supports and costs incurred in addition to the cost of a worker's time such as road tolls, parking fees and the running costs of the vehicle. The maximum amount of travel time we will charge will be 30 minutes in MMM 1-3 areas and 60 minutes in MMM 4-5 areas. Charges will be at the same hourly rate as the primary support being delivered. (Areas labelled as MMM are defined by the Department of Health <https://www.health.gov.au/health-topics/rural-health-workforce/classifications/mmm>)

7. Payments

A Plus Disability Services will be paid in respect of Services provided to You by one or a combination of the below payment methods. The method of payment is identified as per (e) below:

- (a) **(Self-managed)** A Plus Disability Services will send you an invoice for those Services for You to pay. You must pay the invoice within seven (7) days of the date of the invoice;
- (b) **(NDIA/Agency managed)** If You have nominated the NDIA to manage the funding/payment for the Services, after we provide the relevant Services (or part thereof), A Plus Disability Services will claim payment for those Services directly from the NDIA Provider Portal;
- (c) **(Plan Managed by a registered plan management provider)**, A Plus Disability Services will claim payment for those Services from the plan management provider.
- (d) In the event that we are unable to obtain payment for such Services provided to You the identified methods, You must pay or cause to be paid when due and payable, all amounts due and payable to us for Services provided to You.
- (e) A Plus Disability Services to invoice:

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

How funds managed	<input type="checkbox"/> Self Managed Invoices addressed to:	<input type="checkbox"/> NDIS/Agency Managed
	<input type="checkbox"/> Plan Managed Plan Manager Name: Phone: Email:	

(f)

8. Your rights and our responsibilities

8.1 General

During the term of this Agreement, A Plus Disability Services will:

- (a) act with respect for your individual rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions.
- (b) respect your privacy.
- (c) respect your right to intimacy and sexual expression.
- (d) provide Services in a safe and competent manner with care and skill.
- (e) act with integrity, honesty and transparency.
- (f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of Services.
- (g) take all reasonable steps to prevent and respond to all forms of violence against, and exploitation, neglect and abuse of, people with disability.
- (h) take all reasonable steps to prevent and respond to sexual misconduct.
- (i) arrive at the location where the Services are to be provided at the appointment time, ready to deliver the Services.
- (j) provide the Services in a way that is consistent with all applicable laws, including the NDIS Act and the NDIS Rules, the National Privacy Principles and the Australian Consumer Law.
- (k) treat You with dignity and respect at all times and value your legal and human rights, including your right to make informed choices concerning the Services to be provided to You.
- (l) make reasonable efforts to involve You in selecting your workers, including the preferred gender of workers, if we are providing personal care support to You.
- (m) where You have specific needs which require monitoring and/or daily support, workers providing support to You are appropriately trained and understand the Client's needs and preferences.

Approved By: The board of A Plus Disability Services Pty Ltd		Version	1.1
Approval Date:	July 2022	Next Scheduled Review	July 2024

- (n) notify You about changes to appointment times and other changes to the delivery of Services.
- (o) with your reasonable assistance, provide a safe and comfortable space for the delivery of the Services.
- (p) If required, provide You with a photo of your Workers to ensure they are easily identifiable to You.
- (q) treat your information as private and confidential.
- (r) provide timely invoices and statements for the Services.
- (s) communicate openly, honestly and promptly with You.
- (t) keep accurate and up-to-date records of all the Services provided to You.
- (u) make contact with the NDIA about your Plan when necessary.

8.2 Advocacy

A Plus Disability Services understands that You may wish to have your rights and concerns represented in the course of service delivery. As a Client You have a right to be represented by an advocate at any time and we encourage the use of advocates during the assessment and planning process; advocates can be a family member, friend, medical practitioner or from an advocacy body.

We can assist You to access the services of an advocacy body and provide a list of advocacy bodies upon request.

8.3 Clients Subject to a Significant Risk Factor

For any Client that is assessed as Subject to a Significant Risk Factor, during the term of this Agreement, A Plus Disability Services must:

- (a) not allow Personal Support to be provided by a sole Worker to a Client unless A Plus Disability Services has:
 - (1) has entered into a written Services Agreement with the Client (which may be in the form of this Agreement); or
 - (2) has prepared a proposed version of a written Services Agreement (which may be in the form of this Agreement) to enter into with the Client and has made all reasonable efforts to enter it with the Client and provided a copy of it to the Client.
- (b) document its assessment of the risk factors the Client is subject to including whether the Client is Subject to a Significant Risk Factor;
- (c) as soon as reasonably practicable after completing the assessment, provide a copy of the assessment to the Client;
- (d) as soon as practicable after A Plus Disability Services becomes aware of any change in circumstances that may have a significant impact on the provision of personal support to the Client:
 - (1) update the assessment to take account of the change;

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

- (2) provide a copy of the updated assessment to the Client; and

8.4 Matching a Worker with a Client

- (a) A Plus Disability Services recognises the significance of matching the right Worker to meet your needs and achieve your goals.
- (b) We consider a number of factors such as personality, language, culture and skill requirements and if You are Subject to a Significant Risk Factor, such risk factor(s) when working with You to make this assessment.
- (c) We value your views and if You have a preference in respect of one or more Worker(s). We do our best to accommodate that preference. Our ability to accommodate that preference depends on whether that Worker is qualified and competent to meet your needs and achieve your goals based on your personal circumstances and the Worker's availability and suitability to assist You.
- (d) We encourage and support You to be involved in the process of matching your needs with the right Worker and value your opinion. We can also support You to access an advocate of your choice to support You in this process.

8.5 Monitoring and Supervision

- (a) A Plus Disability Services will supervise and monitor the performance of the Worker to ensure their performance is consistent with this Agreement and your safety and well-being.
- (b) The Worker's supervisor or an independent person will be engaged for this purpose to, as far as practicable, visit your home, to undertake in-person supervision of the Worker,
- (c) The frequency at which we will undertake the in-person supervision of the Worker will be agreed with you including the means by which we will communicate with you, which must include (as far as practicable) face-to-face communication with you in your home at an appropriate frequency. These communication means and monitoring frequency is documented above
- (d) If you engage Other Support Services where our staff are also present at time of service delivery, we will engage with them to provide feedback on our staff, to assist with our monitoring and supervision obligations.

8.6 Risk Management

If you are Subject to a Significant Risk Factor, A Plus Disability Services will ensure:

- (a) there is a documented plan for supervision of your Worker that is appropriate having regard to your risk factors and the plan is implemented;
- (b) all of A Plus Disability Services' key management personnel receive regular reports in relation to the care and skill with which Personal Support is being provided to the Client by the Worker, with the regularity of the reports being appropriate having regard to your risk factors; and
- (c) appropriate action is taken by A Plus Disability Services, without any unreasonable delay, to address any concerns identified in those reports.

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

8.7 Emergency and Disaster Management

- (a) Emergency and Disaster affecting A Plus Disability Services.

In the event of any unavoidable changes to the provision of supports to You due to an emergency or disaster occurring, such that the regular Worker providing supports to you is unavailable, we will follow the client care plan to ensure that supports continue to be delivered to You:

We will:

- (1) attempt to find a suitably qualified and/or experienced Worker at A Plus Disability Services to fill in on a temporary basis to provide support to you while your regular Worker is absent.
- (2) Should the above not be available, with your previously sought permission we will engage an external agency (such as Drake or Mabel) to provide short term assistance or otherwise recruit for the role.
- (3) If the unplanned staff absence will be permanent, recruit a new Worker to act in the role.

- (b) Where changes or interruptions are unavoidable, we will explain and agree with you.

Further information on our arrangements for providing support in the event of an emergency or disaster are set out in our Business Continuity, Emergency and Disaster Preparedness Plan and Emergency and Disaster Preparedness Policy. We are happy to provide these documents to You on request.

- (c) Emergency and Disaster Affecting You.

In conjunction with your client care plan, we will create an emergency plan with You.

Should we become, or You make us, aware of an emergency or disaster occurring A Plus Disability will ensure communication is made with You to enact that plan.

9. Responsibilities of the Client

You and your Representatives agree to:

- (a) let A Plus Disability Services know about any concerns You have with any of the Services which are being provided.
- (b) be actively involved in designing the support plan and setting and monitoring goals.
- (c) ensure the fees for the Services are able to be met within the funding available in your approved Plan.
- (d) ensure all invoices are paid promptly and in full.
- (e) immediately notify A Plus Disability Services if You stop being a participant in the NDIS.
- (f) keep A Plus Disability Services informed of any change in circumstances that will likely affect the delivery of Services or impact this Agreement such as, where You live, medication/medical treatments and procedures, behavioural changes that are likely to impact on the safe delivery of the Services, guardianship and care arrangements.
- (g) Be at the designated location where the Services are to be provided at the agreed appointment time.

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

- (h) treat all A Plus Disability Services staff, workers and others present during the delivery of support and services with respect and abide by A Plus Disability Services' Policies.
- (i) let us know if You suspend, change, or intend to change, your Plan, or if You are no longer a participant in the NDIS.
- (j) provide A Plus Disability Services with a copy of any updated or revised Plan as soon as reasonably possible.
- (k) A Plus Disability Services providing documents and email updates to You electronically; and
- (l) inform A Plus Disability Services if You do not want to receive documents or email updates electronically.

10. Cancellation and No Show Policy

You agree that we may charge You 100% of the relevant amount that would otherwise be payable to us if You:

- (a) do not show up for a scheduled Service within a reasonable time, or are not present at the agreed place and within a reasonable time when A Plus Disability Services is travelling to deliver the Services; or / and
- (b) have given less than seven (7) clear days' notice to the cancellation for a Service;

11. Privacy

- (a) Your privacy is important to us. When we provide the Services to You, we will collect, use, disclose and store information about You. The information is known as Personal Information and Sensitive Information.
- (b) Our Privacy and Dignity Policy defines what this Personal Information and Sensitive Information is and how we collect, use, store and disclose this information. You can request a copy of our Privacy and Dignity Policy and should read it carefully – it contains important information. You do not have to consent to us collecting, using, storing and disclosing this information.
- (c) You are able to make decisions about your Personal Information and Sensitive Information including about how we collect, use, store and disclose it when You complete a Privacy Consent Form.

12. Feedback and Complaints

- (a) If You feel comfortable, You are encouraged to raise any feedback, concerns or complaints with us first, as this is often the best way to have your issue resolved quickly.
- (b) A complaint may be made on an anonymous basis. You can make an anonymous complaint:
 - (1) by calling the number in section 12.1(d) below and stating that You wish to make an anonymous complaint (so we don't ask You to identify yourself); or

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

- (2) in writing by filling out a Feedback and Complaints Form but not including your name or other details that may identify You and posting it to the address specified in section 12.1(c) below.
- (c) You can make a complaint to A Plus Disability Services:
 - (1) in person to the Principal or a staff member;
 - (2) by email to aplusdisabilityservices@gmail.com;
 - (3) by post to 3 Harrie Place, Doreen VIC 3754;
 - (4) verbally by telephone to 0414197403.

For all written feedback or complaints, You are encouraged to provide your complaint in the form of our written Feedback and Complaint Form.

- (d) You can make a complaint to the NDIS Commission by:
 - (1) Phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.
 - (2) National relay Service and ask for 1800 035 544.
 - (3) Visiting <https://www.ndiscommission.gov.au/about/complaints> and completing a complaint contact form.

The NDIS Commission can take complaints about:

- (1) services or supports that were not provided in a safe and respectful way.
- (2) services and supports that were not delivered to an appropriate standard.
- (e) We will endeavour to resolve all complaints promptly in accordance with our Feedback and Complaints Management Policy.

13. Termination

- (a) A Plus Disability Services and the Client may terminate this Agreement by giving at least four weeks' written notice of termination to the other party.
- (b) A Plus Disability Services may terminate this Service Agreement with immediate effect if:
 - (1) the Client ceases to have a source of individualised government funding (i.e. they are no longer an NDIS participant or all of their NDIS funding is used) or have a source of private funding;
 - (2) the Client's support plan or the Services provided by A Plus Disability Services are no longer able to meet the person's needs or assist in achieving chosen goals;
 - (3) the Client or their support network fails to communicate and provide information about changes to the Client's needs including in respect of the Services;

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

- (4) the Client transfers to another service provider;
- (5) the Client is unable or unwilling over a period of time to work towards agreed goals;
- (6) the Client is unwilling to meet the reasonable conditions required in their support plan, thus affecting the safe delivery of a service to the Client and the health and safety of the staff;
- (7) the Client is in breach of the terms of the Agreement
- (8) the Client fails to comply with the Policies of A Plus Disability Services;
- (9) changes to the Client's condition results in the supports or services they require exceeding the skills and expertise A Plus Disability Services staff can deliver or the would otherwise require services to be provided that A Plus Disability Services does not have capacity to provide;
- (10) there has been no contact between the person and A Plus Disability Services for 2 months;
- (11) the Client or members of their support network engage in behaviour which is unacceptable to A Plus Disability Services, such as violence, abuse, aggression, theft or property damage or which poses risks to the safe delivery of the Services or the health and safety of the staff;
- (12) The Client ignores risk management procedures under the A Plus Disability Services Work Health and Safety Policy.
- (13) the Client fails to pay fees due and payable to A Plus Disability Services by the due date for payment under this Agreement.

14. Indemnity and Release

- (a) Except to the extent that the liability is caused or contributed by our negligence, default or wrongful act, You irrevocably and unconditionally indemnify us against all liabilities You directly or indirectly in connection with:
 - (1) damage or loss of any property or injury or the death of any person;
 - (2) anything we are required or permitted to do under this Agreement; or
 - (3) any Services not being available to You.
- (b) You irrevocably and unconditionally indemnify us against all liabilities directly or indirectly arising from or incurred in connection with:
 - (1) except to the extent that the liability is caused or contributed by our negligence, default or wrongful act, damage or loss of any property or injury or the death of any person;
 - (2) our doing anything that You must do under this Agreement but which You have not done properly; and
 - (3) your breach of this Agreement, which includes anything done by your Representative, agent or invitee that would be a breach of this Agreement if done by You.

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

15. Goods and services tax

There may be some services where we will claim GST as a part of the cost. We will provide GST tax invoices when this happens.

A supply of supports under this Agreement is a supply of one or more of the reasonable and necessary supports under subsection 33(2) of the NDIS and as specified in the Services and Supports Schedule attached to and forming part of this Agreement

16. Cooling Off Period

This Agreement is subject to a 10 day cooling off period during which time the Client may end this Agreement by written notification to A Plus Disability Services. Any such notification shall be made via email to aplusdisability@gmail.com or written notice given to a staff member.

17. General

17.1 Governing law and jurisdiction

This Agreement is governed by the laws of the jurisdiction in which A Plus Disability Services is located. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

17.2 Amendment

The parties may only amend this Agreement if each party signs the written amendment.

17.3 Waiver

A provision of this Agreement or a right created under it may not be waived except in writing signed by the party granting the waiver.

17.4 Exercise of a right

A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

17.5 Remedies cumulative

The rights and remedies provided in this Agreement are cumulative with and not exclusive of the rights and remedies provided by law independently of this Agreement.

17.6 Assignment

- (a) This Agreement cannot be assigned. is for the benefit of the parties and their permitted successors and assigns. The parties and their successors and assigns are bound by this Agreement.

Approved By: The board of A Plus Disability Services Pty Ltd		Version	1.1
Approval Date:	July 2022	Next Scheduled Review	July 2024

- (b) A party other than A Plus Disability Services may not assign its rights under this Agreement.
- (c) A Plus Disability Services may assign its rights under this Agreement in its absolute discretion, subject only to compliance with relevant NDIS Rules.

17.7 Severance

If any provision of this Agreement is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

17.8 Counterparts

The parties may execute this Agreement in two or more counterparts and all counterparts together constitute one instrument. A counterpart may be in electronic form.

17.9 Consent or approval

Subject to an express provision in this Agreement, a party may in its absolute discretion give its consent or approval conditionally or unconditionally, or withhold its consent or approval.

17.10 Entire Agreement

This Agreement constitutes the entire Agreement of the parties in respect of the subject matter of this Agreement and supersedes all prior discussions, undertakings and agreements.

17.11 Further assurances

Each party must, at its own expense, do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including without limitation the execution of documents.

17.12 Relationship

Nothing in this Agreement constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably except as expressly stated in this Agreement.

17.13 Notices

- (a) A party may send a notice in connection with this Agreement by hand delivery, pre-paid post or email transmission to another party at the recipient party's address details set out at the beginning of this Agreement or in such other way as the recipient party may have last notified each other party in writing.
- (b) A notice is deemed to be received:
 - (1) if sent by hand delivery, at the time of delivery if on a Business Day at or before 5:30 pm, otherwise on the next Business Day;

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024

- (2) if sent by pre-paid post, on the second Business Day after the date of posting; or
- (3) if sent by email transmission, at the time of sending if on a Business Day at or before 5:30 pm, otherwise on the next Business Day, provided that the sender does not receive a subsequent “Out of Office” reply or similar response or a system administrator message stating that the email did not reach its intended recipient.

Execution

Executed as an Agreement on Date:

Signed for and on behalf
of A Plus Disability Services Pty Ltd
ABN 30 645 659 918, by:

.....
Signature

.....
Name (please print)

Signed by the Client:

.....
Signature

.....
Name (please print)

Signed by the Representative:

.....
Signature

.....
Name (please print)

Approved By: The board of A Plus Disability Services Pty Ltd	Version 1.1
Approval Date: July 2022	Next Scheduled Review July 2024