



NDIS Service Agreement

1. Parties

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

[Participant / participant's representative (such as a family member or friend)]

*Participant Name -
NDIS Reference –
Representative Name –*

and

Provider

Allround Plan Management

This Service Agreement is between GA Business Services T/As Allround Plan Management participant (who is a NDIS participant) / Nominated Representative in the National Disability Scheme.

This service Agreement will be in effect from the date the participant / nominated representative signs this Service Agreement and will continue for the duration of the participant's association with GA Business Services T/As Allround Plan Management, until either party terminates this agreement in accordance with clause 9.

To engage the services of GA Business Services T/As Allround Plan Management, upon acceptance of this Service Agreement, the participant /nominated representative, will provide their NDIS plan details, NDIS number and other relevant details as requested in this Agreement, to GA Business Services T/As Allround Plan Management

2. Schedule of Supports

Provided the funds are available for GA Business Services T/As Allround Plan Management to access on the National Disability Insurance Agency (NDIA) portal relevant to the participant /nominated representative, GA Business Services T/As Allround Plan Management agrees to provide supports relating to the Clients Plan Management – Financial Administration, set out in the attached Schedule of Supports. The prices for those supports are set out in the Schedule of Supports and are GST inclusive (if applicable) and include the cost of providing the supports, Additional expenses (i.e., things that are not included as part of a participant's NDIS supports) are the responsibility of the participant /nominated representative and are not included in the cost of the supports.

3. Responsibilities of GA Business Services T/As Allround Plan Management

GA Business Services T/As Allround Plan Management agrees to:

- Provide plan management – financial administration
- Reconcile participant balances
- Pay supplier invoices on behalf of participants provided such invoices meet ATO requirements
- Process participants reimbursement claims
- Track expenditure against participants budget and make relevant budgetary information available online (upon request, GA Business Services T/As Allround Plan Management will use reasonable endeavours to provide such information in another format)
- Provide participant liaison via emails, phone calls etc
- Consult the participant/nominated representative on request regarding decisions about how funds are spent
- Communicate openly and honestly in a timely manner
- Treat the participant/nominated representative with courtesy and respect
- Listen to the participant/nominated representative's feedback and resolve problems quickly
- Support the participant to report any allegations of abuse by service providers or other third parties in connection with this service agreement (including fraud)

In accordance with GA Business Services T/As Allround Plan Management responsibilities as a Registered Provider. GA Business Services T/As Allround Plan Management has a responsibility to comply with the National Disability Insurance Scheme Act 2013 (NDIS Act) and make reports in respect of "reportable incidents" or other matters required by the NDIS Commission or the NDIA.

4. Responsibility of the participant/nominated representative

The participant /nominated representative agrees to:

- Take due steps to provide information as requested by GA Business Services T/As Allround Plan Management in a timely manner
- Treat GA Business Services T/As Allround Plan Management with courtesy and respect
- Discuss any concerns about the service with GA Business Services T/As Allround Plan Management
- Ensure all claims for reimbursement are clear and provide evidence of purchase to the satisfaction of GA Business Services T/As Allround Plan Management
- Advise GA Business Services T/As Allround Plan Management immediately if the Client's NDIS plan is suspended or replaced by a new NDIS plan or the participant stops being a participant in the NDIS
- Not engage in conduct or provide misleading information which may reasonably be expected to
- Expose GA Business Services T/As Allround Plan Management to reputational, regulatory, or financial risk
- Present a work, health and safety risk to any GA Business Services T/As Allround Plan Management personnel (including contractors). This extends to and covers any verbal or written abuse
- Be contrary to, or cause GA Business Services T/As Allround Plan Management to breach, the Terms of Business under which GA Business Services T/As Allround Plan Management is registered with the NDIS commission
- Be contrary to, or cause GA Business Services T/As Allround Plan Management to breach, the NDIS Act or any law or regulation

5. Payments

GA Business Services T/As Allround Plan Management will seek payment for the provision of services which GA Business Services T/As Allround Plan Management provides to the participant, from the NDIS.

Where the Participant has nominated Allround Plan Management to manage the funding for the NDIS supports provided to them, Allround Plan Management will receive invoices from the Participant's nominated provider and provide Financial Intermediary services, according to the NDIS Terms of Business for Plan Management Providers by forwarding an invoice to invoices@allroundpm.com.au

6. Participant Budgets to be Managed

The participant / nominated representative will provide GA Business Services T/As Allround Plan Management details of their support budgets as per the participants current NDIS plan. If the support categories or budgets change, the participant /nominated representative agrees any changes will be submitted immediately in writing to GA Business Services T/As Allround Plan Management, signed and dated by the participant / nominated representative.

7. Changes to the Plan

The participant /nominated representative agrees to immediately notify GA Business Services T/As Allround Plan Management and provide relevant plan details in writing if the participants NDIS plan is amended, replaced with a new plan, or the participant ceases to be a participant in the NDIS.

8. Liability

The participant /nominated representative agrees that GA Business Services T/As Allround Plan Management provides plan management services only and will not hold it responsible for any loss or damage the Client/Nominated Representative suffers as result of or in connection with the conduct of any other third party (including any NDIS registered or unregistered provider). The participant /nominated representative agrees that GA Business Services T/As Allround Plan Management is not liable for any loss (including indirect, consequential, incidental, or special damages) the participant /nominated representative may suffer from a breach of this Agreement unless that breach involves fraud or wilful default of GA Business Services T/As Allround Plan Management.

GA Business Services T/As Allround Plan Management aggregate liability under or in connection with this Service Agreement (whether in contract, tort (including negligence) equity, for breach of statutory duty, or otherwise) will not exceed the amount of fees paid to GA Business Services T/As Allround Plan Management for the provision of supports under this agreement in the previous 12 months.

9. Ending this Service Agreement

Should either Party wish to end this Service Agreement they must give one (1) months' notice in writing.

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

10. Goods and Service Tax (GST)

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

- A supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33 (2) of the NDIS Act 2013, 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 supports are provided.
- Most services provided under the NDIS will not include GST. However, GST will apply to some services.

11. Feedback, Complaints and Disputes

If the Participant and/or the Plan Nominee wishes to provide feedback, make a complaint, make a suggestion for improvements, they can contact Allround Plan Management on:

Phone:	0456 961 135
Email:	admin@allroundpm.com.au
Mail:	PO Box 2608, Bowral NSW 2576

If the Participant is not satisfied with the response from Allround Plan Management, they may contact the NDIS Quality and Safeguards Commission:

Free phone	1800 035 544
Web	www.ndiscommission.org.au

12. Contact details

The *participant/the participant's representative* can be contacted on:

Contact details	
Phone	-
Email	-
Address	
Alternative contact person	
Alternative contact phone number	

The provider can be contacted on:

Contact name	Allround Plan Management (HEAD OFFICE)
Phone [B/H]	0456 961 135
Phone [A/H]	0456 961 135
Email	admin@allroundpm.com.au
Address	411 Bong Bong Street, Bowral NSW 2576

13. Schedule of supports

Support List the name of the support.	Description of support List the details of the support, including scope and volume.	Price and payment information List the price of the support (e.g., per hour / Per session / per unit) and whether NDIS funding for the support is managed by the Participant, Participant's Nominee, the NDIA, or a Registered Plan Management Provider.	How the support will be provided List how, when, where, and by whom the support will be provided.
Management of Funding for Supports [Plan Management]	Plan Management Plan Management and Financial Capacity Building <input type="checkbox"/> - Set Up Costs A one-off (per plan) fee for setting up the financial management arrangements.	\$232.35	The support will be provided by Allround Plan Management.
Management of Funding for Supports [Plan Management]	Plan Management - Financial Administration <input type="checkbox"/> - Monthly Fee A monthly fee for the ongoing maintenance of the financial management arrangements.	\$104.45	The support will be provided by Allround Plan Management.
Capacity Building and Training in Plan and Financial Management	Capacity Building and Training in Plan and Financial Management by a Plan Manager		The support will be provided by Allround Plan Management.

14. Cancellation Policy

Either you, or Allround Plan Management, may terminate this Service Agreement at any time.

Should either party wish to end this agreement, they must give one month's notice prior to the termination. This notice must be given in writing.

This notice period will be waived if the termination is due to a serious breach of this Service Agreement by the other Party. If you notify us that you want to terminate this Service Agreement Allround Plan Management will:

- Notify the NDIA and the service providers which are providing supports to you under your Plan that we will no longer be acting as your intermediary once the 30-day notice period is up. We will also notify them that we will only accept claims for payment up to the date on which this Agreement ends.
- Provide you with a statement of the Plan balances remaining on the last day of Plan Management activities, within 14 days of the last day we process transactions on your behalf.

*Please note any changes will be in accordance with NDIA Pricing guide.

Disclaimer

In addition to the limitations on liability set out in this Service Agreement (above), the participant /Nominated representative acknowledges that:

- (a) GA Business Services T/As Allround Plan Management information is provided in good faith, to the best of our knowledge and is correct at the time of communication, however, changes may affect this accuracy therefore GA Business Services T/As Allround Plan Management gives no assurance as to the accuracy of any information or advice given.
- (b) Any advice given by GA Business Services T/As Allround Plan Management outside of plan management advice shall be considered general in nature. GA Business Services T/As Allround Plan Management shall not be liable for any failure of, or delay in the performance of this service agreement for the period that such failure or delay is
 - (i) Beyond the reasonable control of a party
 - (ii) Materially affects the performance of any of its obligations under this agreement, and
 - (iii) Could not reasonably have been foreseen or provided against (e.g., Government Acts prohibiting or impeding any party from performing its respective obligations under the Service agreement contact) or (e.g., prolonged lack of power supply)
- (c) Nothing in this Service Agreement negates or diminishes the statutory guarantees regarding the supply of services the participant/nominated representative received under the Australian Consumer Law (Competition and Consumer Act 2010-Schedule2)
- (d) GA Business Services T/As Allround Plan Management takes in good faith the information provided by the participant /nominated representative to be true and accurate, and that claims presented by GA Business Services T/As Allround Plan Management are a true reflection of goods and services provided to the Client in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013)

Variations

Allround Plan Management reserves the right to vary, replace or terminate this policy from time to time.

Policy version and revision information

Policy Authorised by: Geraldine Arnold

Original issue: 09/06/2021

Policy Maintained by: Geraldine Arnold

Current version: 2

Revised: 15/03/2022

Review date: 09/06/2022

15. Agreement signatures

The parties agree to the terms and conditions of this Service Agreement.

Signature of *Participant / representative*

Name of signer

Date

Signature of authorised person from
Allround Plan Management

Geraldine Arnold/Madeline Gaskin
Name of authorised person from
Allround Plan Management

Date