

## **NDIS Terms of Service**

### **Parties**

Terms of service apply between a participant of the National Disability Insurance Scheme (their guardian, and/or plan nominee), and Davenport Physiotherapy Pty Ltd (the provider)

### **The NDIS and Terms of Service**

Terms of service (also known as Service Agreements) are made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) plan.

The parties agree that these terms of service are 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 supports.

### **Service Provision**

The Provider agrees to provide the Participant Allied Health and/or Support coordination services for the period stated in the Participant's NDIS Plan.

### **Responsibilities of the Provider**

The provider agrees to:

- Review the provision of supports at least annually with the participant.
- Once agreed, provide supports that meet the Participant's needs and 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 supports 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 2 days notice if the provider has to change a scheduled appointment to provide supports.
- Give the participant the required notice if the provider needs to end the service agreement.
- Protect the participant's privacy and confidential information.
- Provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and Australian Consumer Law, keep accurate records on the supports provided to the participant, and
- Issue regular invoices and statements of the supports delivered to the participant.

## **Responsibilities of the Participant/Participant's parent or guardian**

The participant agrees to:

- Inform the provider about how they wish the supports 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 supports being provided.
- Give the provider a minimum 2 days 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 service agreement 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.

## **Schedule Of Supports**

The supports and their prices are discussed and agreed at initial assessment with the therapist directly. These budgets can be progressed and updated as the plan progresses between the participant and provider.

Davenport Physiotherapy charges under the NDIS price guide guidelines. All prices are GST inclusive and include the cost of providing supports.

**NDIS rates Victoria - Physiotherapy - \$193.99/hr**

\*All prices are subject to change pending annual review of the NDIS price guide as of July 1st each financial year. Prices will be indexed accordingly.

## Travel Charges

Travel costing is determined via the NDIS guidelines , charged in 5 minute increments based at the therapist hourly rate. This is capped at a maximum of 30 minutes travel.

Additional expenses (i.e. things that are not included as part of the Participant's NDIS supports) are the responsibility of the Participant or the participant's representative and are not included in the cost of the supports. Examples of these include entrance fees, event tickets, meals, etc.

## Cancellation Policy

The participant must give **48 hours notice** in they cannot attend a scheduled appointment. If the participant fails to give 2 days notice the scheduled appointment will be billed from the supports on the participant's NDIS plan.

## Payments

The provider will seek payment for their provision of supports after the participant confirms satisfactory delivery.

Payments are applied depending on how the plan categories are managed, being either one, or a combination of the below:

1. If the funding for any of the supports provided under this service agreement is managed by the participant. The participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by cash/cheque/eft within a reasonable time period (2 days).

And/or

2. (If the funding for any of the supports provided under this service agreement is managed by a plan nominee). The participant's nominee manages the funding for supports provided under this service agreement. After providing those supports, the provider will send the participant's nominee an invoice for those supports for the participant's nominee to pay. The participant's nominee will pay the invoice by cash/cheque/eft within a reasonable time period (2 days).

And/or

- 4.(if the funding for any of the supports provided under this Service agreement is managed by a registered plan management provider. The participant has nominated the plan management provider and is required to provide the details to Davenport Physiotherapy at

time of booking. After providing those supports, the provider will claim payment for those supports from the plan management provider.

## **Declined Funds**

Should funds be declined due to exhausted funds or expired plans, the participant acknowledges they are liable for payment of the services rendered. The provider often does not have visibility over the allocation or usage of funds to manage budgets.

Payment terms will be 7 days after issuing the invoice (for plan managed clients only). Self managed payment terms is 2 days after receiving the service.

## **Changes to our Terms of Service**

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

## **Ending Services**

Should either party wish to end their service delivery, they must give one month notice. If either party seriously breaches these terms of service, the requirement of notice will be waived.

## **Feedback, complaints and disputes**

If the Participant and/or the Plan Nominee wishes to provide feedback, complaints or suggestions for improvements, they can contact Davenport Physiotherapy via;

Phone: 0493045634 or

Email: [info@davenportphysiotherapy.com.au](mailto:info@davenportphysiotherapy.com.au)

If the Participant is not satisfied with their response from Davenport Physiotherapy, 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://ndis.gov.au) for further information.

## **Goods and service tax:**

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 National Disability Insurance Scheme 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, and

The participant 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.



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Davenport Physiotherapy acknowledges the Australian Aboriginal and Torres Strait Islander peoples as the traditional custodians of the lands where we live, learn and work.