

Service Agreement

Parties

This **Service Agreement** is for _____

a participant in the National Disability Insurance Scheme (Participant), and is made between:

***Participant and/or Plan
Nominee***

And

Provider

**National Disability Support Partners Pty Ltd
(NDSP)**

This Service Agreement will commence on

The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) plan.

A copy of the Participant's NDIS plan is attached to this Service Agreement [\[Y/N\]](#)

The Parties agree that this Service 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 supports.

Service Provision

The Provider agrees to provide the Participant a **Plan Management** service for the period stated in the Participant's NDIS Plan.

Responsibilities of Provider

The Provider agrees to:

- pay all service provider invoices which meet the NDIS 'reasonable and necessary' legislation on behalf of the Participant
- keep accurate records on the service provided to the Participant
- communicate openly and honestly in a timely manner
- treat the Participant with courtesy and respect
- listen to the Participant's feedback and resolve problems in a timely manner
- give the Participant the required notice if the Provider needs to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information)
- 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 the Australian Consumer Law

Responsibilities of Participant and/or the Plan Nominee

The Participant and/or the Plan Nominee 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 the required notice if the Participant needs to end the Service Agreement (see '[Ending this Service Agreement](#)' 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.

Payments

NDSP will seek payment for the provision of services which NDSP provide to the participant from NDIS.

Where the Participant has nominated NDSP to manage the funding for the NDIS supports provided to them, NDSP will receive invoices from the participants nominated provider and provide the Financial Intermediary services as per the NDIS Terms of Business for Plan Management providers.

Changes to this Service Agreement

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

Ending this Service Agreement

Should either Party wish to end this Service Agreement they must give 1 months' notice.

If either Party seriously breaches this Service Agreement 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 NDSP via;

Phone: 1800 636 377 or

Email: info@ndsp.com.au

If the Participant is not satisfied with their response from NDSP, 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 for further information.

Goods and Services Tax (GST)

For the purposes 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* (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 supports are provided; and
- the Participant and/or the Plan Nominee will immediately notify NDSP if the Participant's NDIS Plan is replaced by a new plan or the Participant stops being a participant in the NDIS.

Contact Details

Participant and/or the Plan Nominee contact details:

Contact details	
Phone [B/H] Phone [A/H]	
Mobile	
Email	
Address	
Alternative contact person details	
Participant Date of Birth	
NDIS Number	
Plan Start & End dates	

NDSP can be contacted on:

Phone	1800 636 377
Email	info@ndsp.com.au
Address	

Agreement Signatures

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

Signature of Participant and/or the
Plan Nominee

Name of Participant and/or the Plan
Nominee

Date

Signature of authorised person from
NDSP

Name of authorised person from NDSP

Date