

## Constellation Care Terms and Conditions Service Agreement

### 1. Parties

This **Service Agreement** is for the participant in the National Disability Insurance Scheme and is made between the Participant/participant's representative (such as a family member or friend) and Constellation Care Sydney PTY LTD ABN 72 669 062 168 10Sammot Crescent Chipping Norton NSW 2170. Referred to forthwith as "Constellation Care" within these terms and conditions.

### 2. The NDIS and this Service Agreement

When this service agreement is made these terms and conditions are to be read together with the quote, these quote terms do not bind parties until signed within the section titled service agreement. Formal agreement upon signing the service agreement is made between the parties. Support provided will be under the participant's NDIS plan. Plan should be attached to this service agreement.

### 3. Choice and Control

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

- I. support the independence and social and economic participation of people with disability; and
- II. enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.
- III. Please ensure the quote terms in your service agreement accurately reflect your choices which are under your control before signing. If you have questions require changes or have any concerns, please advise Constellation Care.

### 4. Schedule of supports

Constellation Care agrees to provide the participant with support. The supports and their prices are set out in the Schedule of Supports. All prices 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/participant's representative] and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

**When providing support with daily personal activities to participants who live alone, additional conditions apply, and additional service agreement terms may apply. This will include a risk factor assessment with the participant and/or participant representative.**

### 5. Constellation Care Responsibilities

Constellation Care agrees to:

- I. review the provision of supports frequently, as agreed with the participant or participants representative.
- II. To consult with you about how and when support services are provided, once agreed, provide supports that meet the participant's needs at the participant's preferred times.
- III. communicate openly and honestly in a timely manner.
- IV. treat the participant with courtesy and respect.
- V. consult the participant on decisions about how supports are provided.
- VI. Make information accessible to you about providing feedback managing changes, complaints, privacy and your rights to advocacy or assistance.
- VII. listen to the participant's feedback and resolve problems quickly.
- VIII. give the participant a minimum of 24 hours' notice if Constellation Care must change a scheduled appointment to provide supports.
- IX. give the participant 14 days' notice if Constellation Care needs to end this Service Agreement. If a party seriously breaches this service agreement the notice requirement will be waived.
- X. protect the participant's privacy and confidential information.
- XI. provide supports in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* (NDIS Act) and rules, and the Australian Consumer Law.
- XII. keep accurate records on the supports provided to the participant; and
- XIII. issue regular invoices and statements of the supports delivered to the participant as per the NDIA's *Terms of Business for Registered Providers*.

Note: We will work closely with other agencies to coordinate the best support for you. This means your informed consent for the sharing of information will be sought and respected in all situations unless:

- we are obliged by law to disclose your information regardless of consent or otherwise if authorised by law.
- it is unreasonable or impracticable to gain consent or consent has been refused, and
- the disclosure is reasonably necessary to prevent or lessen a serious threat to the life, health or safety of a person or group of people.

### 6. Responsibilities of the participant/participant's representative. You agree to:

- I. inform Constellation Care about how you wish the supports to be delivered to meet your needs.
- II. treat Constellation Care with courtesy and respect.
- III. talk to Constellation Care if you have any concerns about the supports being provided.
- IV. give Constellation Care a minimum of 24 hours' notice if the participant cannot make a scheduled appointment, noting that if the notice is not provided by then, Constellation Care cancellation policy will apply.
- V. give Constellation Care 14 days' notice if you need to end this Service Agreement.
- VI. let Constellation Care know immediately if your NDIS plan is suspended or replaced by a new NDIS plan or if you stop being a participant in the NDIS.

### 7. Payments

Constellation Care Sydney PTY LTD will seek payment for their provision of supports after the satisfactory delivery. Constellation Care will send an invoice for those supports for payment within 7 days of issue as follows:

- If you have chosen to self-manage the funding for the NDIS funding provided you will be required to pay the invoice within 7 days of issue.
- If under the service agreement support is managed by a plan nominee, said nominee is required to pay invoice within 7 days.
- If you have nominated the NDIA to manage the supports, Constellation Care Sydney P/L will claim payment for those supports from the NDIA.
- If you have nominated the Plan management provider to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, Constellation Care Sydney P/L will claim payment for those supports from the plan manager via invoice to be paid within 7 days.

### 8. How payments will be made:

After the delivery of the service by Constellation Care Sydney P/L the service provider will claim payment via invoice, terms payable within 7 days of issue by electronic funds transfer (EFT) to nominated bank account.

### 9. Changes to 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.

### 10. General Inquiries, feedback, complaints and disputes

For any inquiry relating to this service agreement provision of support, including but not limited to service changes, feedback, invoicing and disputes you can talk to Constellation Care on 0415626044 or at [constellationcare@outlook.com](mailto:constellationcare@outlook.com)

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

### 11. Goods and Services Tax (GST)

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

- I. 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, in the participant's NDIS plan currently in effect under section 37 of the NDIS Act.
- II. the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- III. the participant/participant's representative will immediately notify Constellation Care Sydney PTY LTD if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

### 12. Cancellation Policy

Out of consideration and respect for Constellation Care you the participant or your representative must provide Constellation Care with at least 24 hours' notice of the cancellation of any supports. For cancellation of weekend supports, you or your representative must notify Constellation Care by 5:00pm on the previous Thursday. Where multiple cancellations or no-shows occur in a 12-month period, Constellation Care will notify the NDIA as a review of the participant's NDIS Plan may be required.

Constellation Care may stop providing you with NDIS supports if funding is not available for any reason, if you NDIS is suspended, if you are no longer an NDIS participant or if your NDIS allocated allowances have been used up.

Where Constellation Care cancels a support due to operational reasons, the service will be rescheduled at no penalty to either party.