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SERVICE AGREEMENT

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NOTE: A Service Agreement can be made between a participant and a provider, a participant's representative, and a provider. A participant's representative is someone close to the participant, such as a family member or friend, or manages the support funding under a participant's NDIS plan. This Service Agreement includes the provider's Standard Terms of Trade set out in **Annexure A**.

1. Parties

This **Service Agreement** concerns a participant in the National Disability Insurance Scheme and is made between:

Name and address of Participant	
Name of Advocate/Participant's Representative <i>(e.g. a family member or friend)</i>	

and

Service Provider	Power Mobility Pty Ltd
Address	Unit 2, 452 Bilsen Road Geebung Brisbane QLD 4014
Phone number (if available)	(07) 32654663

This Service Agreement will commence on **[day, month, year]** for the period **[insert date]** to **[insert date]**.

2. The NDIS and this Service Agreement

- (a) This Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS).
- (b) The participant and the service provider agree that this Agreement is in line with the main ideas of the NDIS. These ideas include having more choices, achieving your goals and participating in the community.
- (c) 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
 - enable people with a disability to exercise choice and control in pursuing their goals and planning and delivering their supports.

3. Schedule of Supports

The provider agrees to provide the participant with the product/s and or service/s set out in the quote and invoice provided by the service provider to the participant (**Schedule of Supports/supports**). The Schedule of Supports/supports will include the following information

- (a) Details of the product/s and or service/s being provided
- (b) An estimate of the timeframe the Schedule of Supports will be provided
- (c) who will provide them
- (d) how much they will cost.

All prices are GST inclusive (if applicable) and include the cost of providing the supports.

4. Responsibilities of the Provider

4.1 The provider agrees to:

- (a) Review the provision of support with the participant at least [specify frequency, e.g. three monthly].
- (b) Create a Participant Emergency and Disaster Plan where we will consult and review your needs, risks and requirements to design a plan that keeps you safe during an emergency and disaster. To ensure that this plan is relevant and works for you, we will complete a trial of your emergency plan and seek your input to improve this plan. The Plan will be added as an appendix in this Agreement
- (c) Test and adjust the emergency plan used to respond to an emergency or disaster
- (d) Provide supports that meet the participant's needs at the participant's preferred times.
- (e) Provide supports that consider the participant's safety
- (f) Communicate openly and honestly promptly.
- (g) Treat the participant with courtesy and respect.
- (h) Consult the participant on decisions about how supports are provided.
- (i) Ensure that there is no conflict of interest and inform the participant if there is any potential.
- (j) Provide an invoice to fix damages for the participant to pay.
- (k) Provide the supports that meet your needs at the agreed preferred times.
- (l) Give the information about managing complaints or disagreements and details of the Provider's cancellation policy (if relevant).
- (m) Listen to the participant's feedback and resolve problems quickly.
- (n) Provide the participant with a minimum of 24 hours' notice if the Provider has to change a scheduled appointment to provide supports.
- (o) Keep personal information private

- (p) Follow critical incident management procedures to ensure the safety of participants by providing information via the Participant Handbook
- (q) Keep you safe and ensure the safety of others where relevant
- (r) Never provide the participant with financial advice or information (see Participant Handbook for more details)
- (s) Provide a copy of any updated support or risk plan as soon as it is practicable.
- (t) Provide you with the opportunity to select your support worker/s via interviews or meetings. You have the final say on your workers.
- (u) Train staff to meet your needs and circumstances.
- (v) give the participant the required notice if the Provider needs to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information)
- (w) protect the participant's privacy and confidential information, including the participant's data, health information and other personal details gathered during the intake process. We will ensure that your information remains private while delivering our services.
- (x) provide supports consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](#) and [rules](#) and the Australian Consumer Law; keep accurate records on the supports provided to the participant
- (y) issue regular invoices and statements of the supports delivered to the participant.
- (z) The Provider has policies and procedures that are built on human rights. Where allegations of abuse, neglect, violence, exploitation or discrimination are made (service provider employs a Zero Tolerance policy and procedure).

4.2 Australian consumer law

Power Mobility Pty Ltd will ensure that the participant is treated fairly. Our services are fit-for-purpose and match the description provided, per the *Competition and Consumer Act 2010 (CCA)*. Support or replacement of services will be negotiated with the Participant. Power Mobility Pty Ltd will provide proof of financial transactions to the participant or their advocate, as requested. In the development of Service Agreements with the Participant, we do not:

- mislead or deceive participants (this includes providing false information or not enough information)
- accept payment for goods or services if we are unsure of our ability to supply them to the participant
- accept payment for goods or services that the participant has not agreed to purchase
- as part of their service agreement.

Power Mobility Pty Ltd will not undertake unfair treatment or take advantage of the participant. Examples of this include:

- providing services or expending funds contrary to the participant's approved Plan
- asking for or accepting any additional fees for providing a service
- offering inducements or rewards that have no particular link to an NDIS Plan that could be perceived to encourage participants to take up or continue with your organisation or a particular service option
- engaging in high-pressure sales tactics.

4.3 NDIS Code of Conduct

All our actions are linked to the NDIS Code of Conduct, and we will always act with honesty, integrity and transparency. Our actions include the following:

- supplying truthful information about the capacity, qualifications, training and professional affiliations of our workforce, and we will never advise the participant of our ability to provide a specialised service when not legally able to do so
- never making false claims about the efficacy of any of our supports, services or products
- providing clear advice regarding the total costs of the service or support and what the cost covers
- not making claims about the efficacy of treatments or supports that cannot be substantiated independently.

4.4 Critical Incidents

All reportable incidents are managed as per our policy and procedure requirements. We will support and inform you of the actions taken and their results. We follow the **NDIS (Incident Management and Reportable Incident) Rules 2018**. Refer to our website – www.powermobility.com.au (at the bottom of the first page and click on “Agreements and Handbooks”) for a copy of your **Participant Handbook** (includes details on incident handling) and for a copy of our **Easy Read documents** (go to the bottom of the first page and click on “Complaints”).

5 Responsibilities of the participant/participant's representative

5.1 The participant/participant's representative agrees to:

- (a) Respect the rights of staff, ensuring their workplace is safe and healthy and free from harassment.
- (b) Abide by the terms of your Agreement with us.
- (c) Understand that your needs may change, and your services may need to meet your needs.
- (d) Accept responsibility for your actions and choices, even though some choices may involve risk.
- (e) Let us know if you have problems with the care and services you receive.
- (f) Give us enough information to develop, deliver and review your support plan.
- (g) Care for your health and well-being as much as you are able.
- (h) Provide us with information that will help us better meet your needs.
- (i) Give us a minimum of 24 hours' notice when you will not be home for your service.
- (j) Be aware that our staff are only authorised to perform the agreed number of hours and tasks outlined in your service agreement.
- (k) Participate in safety assessments of your home.
- (l) Ensure pets are controlled during service provision.
- (m) Provide a smoke-free working environment.
- (n) Pay the agreed amount for the services provided.

- (o) Tell us in writing (where able) and give us notice before the day you intend to stop receiving services from us.
- (p) To inform staff if you wish to opt out when asked
- (q) inform the Provider about how they wish the supports to be delivered to meet the participant's needs
- (r) treat the Provider with courtesy and respect
- (s) talk to the Provider if the participant has any concerns about the supports being provided
- (t) give the Provider a minimum of 24 hours 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
- (u) give the Provider the required notice if the participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- (v) let the Provider know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS plan or if the participant stops participating in the NDIS.

6 Payments

The Provider will seek payment for their provision of supports after **the [insert participant/participant's representative name]** confirms satisfactory delivery. However, In some circumstances, the Provider may require a deposit or payment upfront before the supports are ordered/delivered.

[One or more of the below paragraphs may apply - DELETE those that do not apply].

[If the participant manages the funding for any of the supports provided under this Service Agreement :]

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 to pay. The participant will pay the invoice by **[specify cash/cheque /EFT]** within **[insert reasonable time period, e.g. 7 days]**.

[AND / OR]

[If a Plan Nominee :] manages the funding for any of the supports provided under this Service Agreement

The participant's Plan 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 **[specify cash/cheque/EFT]** within **[insert reasonable time period, e.g. seven working days]**.

[AND / OR]

[If the National Disability Insurance Agency manages the funding for any of the supports provided under this Service Agreement :]

The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports from the NDIS

[AND / OR]

[If a Registered Plan Management Provider manages the funding for any of the supports provided under this Service Agreement :]

The participant has nominated the Registered Plan Management Provider **[insert name of Registered Plan Management Provider]** to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will claim payment from **[insert name of Registered Plan Management Provider]**.

A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports 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.

7 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.

8 Formation of Agreement

The parties agree that this legally binding agreement is created between them when either the participant signs this agreement, and or where the participant uses the provider's quote and product script as a part of the participant's submission to the NDIA and or the participant advises us in writing that the participant wishes to acquire the supports from the Provider and or the NDIA approves the funding for the supports.

9 Ending this Service Agreement

Subject to the provider's cancellation policy, should either party wish to end this Service Agreement, they must give the other party 1 months' notice in writing. **The Provider may charge the participant for services rendered or products supplied/ordered before this Service Agreement is terminated.**

The notice requirement will be waived if either party seriously breaches this Service Agreement.

10 Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can communicate to the General Manager Scott Keddy on scott@powermobility.com.au.

The participant can also make an anonymous complaint by completing the Anonymous Complaints and Feedback Form or phoning our Complaints Manager. If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can communicate this to our Complaints Manager, Scott Keddy at scott@powermobility.com.au.

If the participant is not satisfied with the handling of the complaint or does not want to talk to our Complaints Manager regarding their feedback or complaint, they can contact the National Disability Insurance Scheme at any time throughout the process by calling 1800 035 544, visiting one of their offices in person, or visiting ndis.gov.au for further information.

11 Goods and Services Tax (GST)

For GST legislation, the Parties confirm that:

- (a) 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
- (b) The participant's NDIS plan is expected to remain in effect during the period the supports are provided.
- (c) The participant will immediately notify the provider if a new plan replaces the participant's NDIS Plan or stops being a participant in the NDIS.

12 Access to Records

My file can be accessed by NDIS Registered Auditor for audit purposes only Yes No

I agree that the following people can be provided access to my records.

Please tick below the people you wish to have permission to access your records:

- Support Coordinator
- Plan Manager
- School
- Parents
- Family Member. Name: _____
- Other practitioners
- Other List _____

13 Cancellation Policy

The participant cannot cancel the supports if funding for the supports has been approved by the NDIS and or the participant has paid for the supports and the and the provider has acted upon that approval/payment in anyway to provide the supports e.g. ordered the product and or parts and or is in transit to provide the supports.

14 Information Storage

The NDIS Commission may collect personal information about and from you, your representative or a third party. Use forms, online portals and other electronic or paper correspondence to collect this information. The NDIS Commission or we as service providers may collect information directly. The NDIS Commission may obtain personal information from other Commonwealth agencies, State or Territory government bodies, or other organisations. From time to time, the NDIS Commission may receive personal information from members of the public without it being requested.

The NDIS Commission and we, as service providers, will not ask you for any personal information we do not need. The Privacy Act requires that we collect information for a reasonably necessary purpose for, or related to, a function or activity of the NDIS Commission.



When the NDIS Commission collects personal information, we are required by the Privacy Act to notify you of several matters. These include the purposes for collecting the information, whether the collection is required or authorised by law and any person or body to whom we usually disclose the information. The NDIS Commission generally provides this notification by having Privacy Notices on our paper-based forms and online portals.

15. Contact details

Participant Contact details	
Phone [B/H]	
Phone [A/H]	
Mobile	
Email	
Address	
Alternative contact person/advocate	

Provider Contact details	
Contact name	Power Mobility Pty Ltd
Phone	07 32654663
Email	sales@powermobility.com.au
Address	Unit 2/452 Bilsen Road Geebung 4014

16 Participant's copy of the service agreement

The participant confirms they have been offered a copy of this Service Agreement once completed:

Yes No

The participant advised that they **DO NOT** wish to receive a copy of this Service Agreement.

Yes No

If the above answer is yes, the reason/s why the participant does not want a copy of the Service Agreement to follow:



Agreement signatures

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

This Agreement has been explained verbally: Yes No

Signature of Participant/Participant Representative

Name of Participant/Participant's Representative

Date

Signature of authorised person from Provider

Name of authorised person from Provider

Date

ANNEXURE A STANDARD TERMS OF TRADE

1 PRODUCT WARRANTY

The Product is supplied to You with the Product manufacturer's warranty. A copy of the Product manufacturer's warranty will be supplied to You with the supply of the Product. The Product warranty only includes the replacement of defective parts covered under the Product manufacturer's warranty. The Product Warranty does not include any service fee to replace defective parts or repairs generally.

2 DELIVERY AND SET UP

2.1 Lead times

Power Mobility will endeavour to supply the Product to You as soon as reasonably possible after payment. Lead times for the production and delivery of the Product are determined by Power Mobility's suppliers and are out of Power Mobility's control generally. Power Mobility's will communicate an estimate of the lead times to You in writing when it provides You with the Quote. Any lead time communicated to You by Power Mobility is indicative only and are subject to change.

2.2 Delivery

Power Mobility will arrange deliver of the Product to You at the agreed delivery point as soon as possible after it receives the Product from its supplier provided You have paid Power Mobility the Price for the Product in full. Once the Product is delivered to the agreed delivery point, You accept delivery of the Product. Power Mobility will manage the set-up for a scripted Product, but is not obliged to deliver and set up a scripted Product without an allied health professional present on-site at the time of delivery.

2.3 Set-up Fee and Delivery Fee

Power Mobility will charge You the set-up fee set out in the Quote for setting up and commissioning the Product. Power Mobility will also charge You the delivery fee set out in the Quote for delivery of the Product to the delivery point set out in the Quote (or at a place otherwise agreed).

3 RISK AND TITLE

The risk of loss or damage in respect of any delivery of the Product passes to You immediately when Power Mobility delivers the Product to You at the delivery point set out in the Quote. The title to the Product does not pass to You until You have paid Power Mobility the Price for the Product in full (without set off or deduction).

4 RELEASE/LIMITATION OF LIABILITY

4.1 Limitation of Liability

Power Mobility will not be responsible to You for any loss, damage or claim in relation to You or any other party arising out of or in connection with this Agreement (including any loss of profit or consequential loss or damage). To the maximum extent permitted by the law, Power Mobility excludes and disclaims all representations and warranties, express or implied, made to You or any other party relating to this Agreement and or the supply of the Product or Service by Power Mobility to You.

4.2 Extent of Liability

You acknowledge that Power Mobility's total/maximum liability to You in connection with this Agreement is limited to resupplying You the Service or providing You with a replacement of the Product purchased by You from Power Mobility (or any part thereof) or a refund of the Product purchased by You from Power Mobility in accordance with the Purchase Order.

4.3 Release

You agree to indemnify Power Mobility (and its directors, officers, employees and contractors) from and against all claims, suites, liabilities, or costs (whether in contract, tort or negligence) or under statute incurred or asserted against Power Mobility (or its directors, officers, employees and or contractors) in connection with or arising under this Agreement and or the supply of Product and or Service to You under this Agreement or generally.

5 ADMINISTRATIVE PROCESS

5.1 Notices

All notices, notifications, consents, demands, elections, agreements and other documents and communications required or permitted to be given under this Agreement shall be in writing, be addressed to the party to whom it is to be given at the registered office of the party or as such other address as the party may have substituted by notice to the other parties, be delivered personally, by ordinary mail postage prepaid, by facsimile or by email.

5.2 Client Complaints

- (a) Client satisfaction is important to Power Mobility. If You would like to make a formal complaint, You must first contact Power Mobility by phone or email.
- (b) Power Mobility will advise You of its complaints handling process. An outline of Power Mobility's complaints handling process is published on its website - www.powermobility.com.au (go to link at bottom of home page – click on Complaints).

5.3 Confidentiality

The contents of this Agreement, the Quote, any invoice issued by Power Mobility and the Script (**Confidential Information**) are strictly confidential. You must (and You must ensure that your Representatives) keep the Confidential Information confidential and do not use it for any unauthorised purpose and or disclose it to any party without Power Mobility's authority. For the avoidance of doubt, You (and Your Representatives) are only authorised to disclose the Confidential Information: (i) if compelled by law, (ii) if it's in the public domain; and (iii) to the NDIS (or any other government and or insurance funding body for the purpose of securing funding for the purchase of the Product and or the engagement of the Services set out in a Power Mobility Quote.

5.4 Intellectual Property

The parties acknowledge and agree that Power Mobility owns all intellectual property rights in the Confidential Information. You must not (and You must ensure that your Representatives) do not use, copy and or reproduce the Confidential information for any unauthorised purpose, including but not limited to sharing the Confidential Information with other suppliers and or service providers, or using the Confidential Information to secure a quote or script from another supplier and or service provider, and or use the Confidential Information as part of an application for funding to the NDIS (or another government and or insurance funding body) in connection with the funding and supply of products and services to You from another supplier or service provider.

5.5 General Provisions

- (a) Power Mobility will not be responsible for any delays caused by an event of Force Majeure. Power Mobility will not be required to supply the Productor Service to You if an event of Force Majeure occurs and prevents power Mobility from sourcing and or supplying the Product.
- (b) Power Mobility will supply You the Product and or Service in accordance with all applicable standards and laws.
- (c) These general terms do not in any way imply a principal and agent, partnership, joint venture, franchise or any similar relationship between You and Power Mobility. Neither Party may act or represent itself as acting on behalf of the other Party.
- (d) You cannot assign your rights or obligations under this Agreement without our written consent.
- (e) This Agreement shall be governed by the laws of the State of Queensland.
- (f) This Agreement may only be varied by the parties in writing.

5.6 Special Meaning of Words

In this Agreement, the following words have special meaning:

"Force Majeure" means an event or circumstance beyond the reasonable control of the Parties which could not be taken into account on the formation of this Agreement, whose consequences could not be avoided in this Agreement and which makes performance of this Agreement impossible, not just more onerous or uneconomic and includes (without limitation): fire, storms, flood, lightning, drought, earthquake, explosion, epidemic, quarantine restriction, industrial action, strikes, lock-outs, bans, industrial disputes, labour shortages, transport embargos, accidents, acts of God, acts of the public enemy, war or hostilities, riot, terrorism and sabotage. Force Majeure does not include financial distress;

"Product" means any Product specified in the Quote to be supplied by Power Mobility;

"Quote" means Power Mobility's formal quote (and Script) submitted by Power Mobility to You and or Your Representative and or the NDIS specifying the Price for the Product and or Services, and Power Mobility's set up fee and delivery fee; and

"Representative" means the Client's family representative, and or carer, and or allied health advisor, and or support co-ordinator, and or nominee, and or legal representative and or plan manager;

"Script" means the Client's custom product script prepared by Power Mobility and approved by the Client's allied health advisor and any other supporting documentation and notes specific to You prepared by Power Mobility in connection with Your custom Product and or Services; and

"Services" means any services specified in the Quote to be supplied by Power Mobility.

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