

## SERVICE AGREEMENT

### 1. TERM

- 1.1 This Service Agreement will begin when the Plan Manager receives the completed *Participant Registration Form* and creates a service booking/s on the NDIS MyPlace Portal.
- 1.2 Subject to clause 6.4, this Service Agreement shall continue to apply until one (1) calendar month after:
- (a) the Participant/Representative notifies the Plan Manager that they wish to end this Service Agreement; or
  - (b) the Plan Manager notifies the Participant/Representative that it wishes to end this Service Agreement.

### 2. RESPONSIBILITIES

The **Plan Manager** agrees to:

- Undertake financial administration of plan-managed NDIS supports on behalf of the Participant according to their NDIS Plan
- Refer to clause 3 for more information
- Communicate with the Participant/Representative openly, honestly and in a timely manner
  - Treat the Participant/Representative with courtesy and respect
  - Listen to the Participant's/Representative's feedback and resolve problems quickly
- Note: A copy of our Complaints and Feedback Policy is available [on our website](#)
- Protect the Participant's privacy and confidential information
- Note: A copy of our Privacy Policy is available [on our website](#)
- Keep accurate records relating to the Participant and this Service Agreement
  - Follow this Service Agreement and all relevant laws

The **Participant/Representative** agrees to:

- Share the Participant's current and future NDIS plans with the Plan Manager
- Note: Information on how to share the Participant's current and future NDIS plans is [available on our website](#)
- Tell the Plan Manager straight away if the Participant's NDIS plan changes or is reviewed or extended or suspended or if the Participant stops being a Participant in the NDIS
  - Keep the contact details provided to the Plan Manager up to date, and quickly provide the Plan Manager with information when asked
  - Communicate with the Plan Manager openly, honestly and in a timely manner
  - Treat the Plan Manager with courtesy and respect
  - Discuss any concerns in relation to plan management services with the Plan Manager
  - Follow this Service Agreement and all relevant laws

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### 3. FINANCIAL ADMINISTRATION

3.1 The Participant/Representative authorises the Plan Manager to undertake financial administration of plan-managed NDIS supports on behalf of the Participant according to their NDIS plan. This is agreed to include:

- (a) paying suppliers (including the Plan Manager) up to the amounts specified in relevant support categories subject to the price limits contained in the *NDIS Price Guide*;
- (b) processing reimbursement claims up to the amounts specified in relevant support categories subject to the price limits contained in the *NDIS Price Guide*;
- (c) claiming payment and disbursing funds received from the NDIA (including disbursement to the Plan Manager);
- (d) reconciling NDIS plan balances, tracking NDIS plan spending and attending to NDIA's reporting requirements; and
- (e) communicating with the Participant/Representative, suppliers, the NDIA and other relevant stakeholders from time to time as required.

Sometimes, the Plan Manager may also agree to help the Participant/Representative choose suppliers.

3.2 The Participant/Representative agrees that the Plan Manager may claim payment from the NDIA for the provision of its services up to the amount specified in the relevant support category of the Participant's NDIS plan subject to the price limits contained in the *NDIS Price Guide*.

3.3 To properly provide its services, the Plan Manager requires access to the Participant's current NDIS plan. Without such access, the Plan Manager may not know what amounts are specified in relevant support categories. Therefore, the Plan Manager:

- (a) reserves the right to suspend provision of its services unless/until it receives access to the Participant's current NDIS plan; and
- (b) disclaims all liability for any accidental or unintentional overspending in circumstances where it does not have access to the Participant's current NDIS plan.

3.4 The Plan Manager:

- (a) limits any liability it may incur for failure to comply with Part 3-2, Division 1 of the Australian Consumer Law to, at its election, either supplying the relevant services again or paying the cost of having the relevant services supplied again by an alternate supplier; and
- (b) limits its maximum aggregate liability to the Participant/Representative in connection with this Service Agreement to the total amount of money received from the NDIA for the provision of services.

Any amounts paid and the value of any of services supplied by the Plan Manager under paragraph (a) shall count towards the calculation of its maximum aggregate liability under paragraph (b).

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- 3.5 Any liability the Plan Manager may have shall be reduced by the extent that the Participant/Representative caused or contributed to that liability.

### 4. REPRESENTATIVES

- 4.1 The Participant authorises the Representative to act on their behalf for all purposes connected with this Service Agreement.

Note: This includes processing payment of invoices received from your third-party providers. If you would like to stop or cancel payment to any providers for any services, you need to let us know in writing.

- 4.2 The Representative promises the Plan Manager that they are appropriately authorised by the Participant or the NDIA to act on behalf of the Participant for all purposes connected with this Service Agreement.

- 4.3 Any act or omission by the Representative shall for all purposes connected with this Service Agreement be deemed to be an act or omission of the Participant.

### 5. MYPLACE PORTAL

The Participant/Representative consents to the Plan Manager:

- (a) accessing information about the Participant/Representative through the MyPlace Portal, including the Participant's current and future NDIS plans; and
- (b) creating service bookings on behalf of the Participant/Representative through the MyPlace Portal even if the Plan Manager does not have access to the Participant's current NDIS plan at the time of booking.

### 6. OTHER

- 6.1 The Participant/Representative authorises the Plan Manager to communicate by email to any email addresses notified by the Participant/Representative as needed or any alternate email that the Plan Manager reasonably believes to be used by the Participant/Representative.
- 6.2 The Plan Manager may give notice to the Participant/Representative by any means it considers to be reasonably likely to bring the notice to the Participant's/Representative's attention. This includes for example website posts, emails, 'push' notifications and verbal notice.
- 6.3 Unless the Plan Manager otherwise agrees, the Participant/Representative must give notices in writing (including by email).
- 6.4 The Plan Manager reserves the right to vary this Service Agreement as needed by no less than fourteen (14) days prior notice to the Participant/Representative. If the Participant/Representative does not agree to a change proposed by the Plan Manager, they may terminate this Service Agreement with seven (7) days' notice before the change is due to start.
- 6.5 The Plan Manager may assign and/or subcontract this Service Agreement with or without Participant/Representative consent.
- 6.6 This Service Agreement shall be governed by and construed in accordance with the laws applying in the Australian Capital Territory.

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- 6.7 By signing and/or submitting the *Participant Registration Form* or ticking the "I agree" checkbox, the Plan Manager will assume that you have read and you agree to this Service Agreement. If the Participant/Representative does not agree to this Service Agreement, please contact the Plan Manager.

## 7. DEFINITIONS

In this Service Agreement:

**MyPlace Portal** means the NDIS secure website portal for Participants and/or providers.

**NDIA** means the National Disability Insurance Agency.

**NDIS** means the National Disability Insurance Scheme.

**NDIS Price Guide** means the price guide and associated operational guidelines published and updated by the NDIA.

**Participant** means the person in who is participating in the NDIS and for whom the Plan Manager will provide financial administration services.

**Participant Registration Form** means the Plan Manager's approved client intake form.

**Plan Manager** means iDEAL Plan Management, ABN 48 663 250 299, NDIS Provider Number 4050 157 038.

**Representative** means the person (if any) who represents the Participant in relation to their NDIS plan as notified to the Plan Manager.

*For a list of the documents referenced in this Service Agreement visit [www.idealplan.com.au/resources/referenced-materials](http://www.idealplan.com.au/resources/referenced-materials)*