

Service Agreement Terms & Conditions



1. Parties To The Agreement

This Service Agreement is made between a participant and their representatives where relevant:

AND

Trek Learning Centre (ABN 29 626 220 184) of 19 McCarthy Rd, Olinda 3791 VIC.

This Service Agreement will commence *from a set date* and continue until either you or Trek Learning Centre terminates it in accordance with the termination conditions set out below.

2. Purpose

- a) The purpose of this agreement is to document the supports provided by Trek Learning Centre under your NDIS plan.
- b) This agreement is in the context of the NDIS, a scheme that aims to:
 - 1) Support the independence and social and economic participation of people with disability
 - 2) Enable people with disability to experience choice and control in the pursuit of their goals, and in the planning and delivery of supports.

3. Definitions

Trek Learning Centre, us or we means TREK LEARNING CENTRE LIMITED ABN 29 626 220 184.

Participant or you means the NDIS participant as identified on page 1 of this Agreement.

NDIA means the National Disability Insurance Agency, which runs the NDIS.

NDIS means the National Disability Insurance Scheme as established by the NDIS Act.

Services means the services and support you agree for us to provide and we agree to provide to you.

4. Supports And Services

- a) Trek Learning Centre will provide you with services and supports identified in your NDIS Plan.
- b) If your plan differs from the details recorded in the NDIS portal, Trek Learning Centre will provide the Services to you according to the details in the NDIS portal.
- c) Together with you and your representative, Trek Learning Centre will determine the specific services we can offer to help you meet your objectives.
- d) This will be done through initial consultations, your Participant intake form, this Agreement, and the support planning process.
- e) The specifics of the services, appointment times, locations, and staff members involved will be agreed upon and set out in writing.
- f) Your needs, goals, and preferences may change over time. In consultation with us, the services can be adapted and adjusted accordingly.
- g) Further details are in the attached Schedule of Supports.
- h) You and your representative agree to the following:
 - 1) Assessment and review of your Plan by Trek Learning Centre.
 - 2) Discussion of your Plan with the NDIA and its contractors (like Local Area Coordinators) by Trek Learning Centre.
 - 3) Trek Learning Centre's discussions with service providers providing other Support Services.
 - 4) Trek Learning Centre's right to claim travel time from your NDIS funds, to the extent permitted by NDIS rules and applicable laws.
 - 5) Provision of services by Trek Learning Centre in line with the terms set out in this Agreement (updated as necessary) and your support plan.
 - 6) To be available for interviews and record reviews by third party accreditation, auditors, and legislative bodies for random auditing purposes.
 - 7) Compliance with the terms of Trek Learning Centre's Policies (including our Privacy and Information Management Policy).

5. Consent

- a) Your informed consent is required for the Services provided by Trek Learning Centre.
- b) You may withdraw your consent for any specific Service at any time, and the specific Service will cease immediately.

Trek Learning Centre | **Service Agreement Terms & Conditions**

6. Trek Learning Centre's Responsibilities

Trek Learning Centre agrees to:

- a) Provide all supports under this agreement as outlined in Annexure A, in a manner that is timely and meets the Participant's needs;
- b) Review the provision of supports at least annually with the Participant;
- c) Once agreed, provide supports that meet the Participant's needs at the Participant's preferred times;
- d) Communicate clearly, openly and honestly in a timely manner;
- e) Treat the Participant and the Participant's representatives with courtesy and respect;
- f) Consult the Participant on decisions about how supports are provided;
- g) Give the Participant information about managing any complaints or disagreements and details of Trek Learning Centre's cancellation policy;
- h) Listen to the Participant's feedback and resolve problems quickly;
- i) Give the Participant a minimum of 24 hours notice if Trek Learning Centre has to change a scheduled appointment to provide supports;
- j) Give the Participant the required notice if Trek Learning Centre needs to end this Service Agreement (see "Terminating this Agreement" below for more information);
- k) Protect the Participant's privacy and confidential information;
- l) Provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013, its associated rules and regulations as issued and amended from time to time, and the Australian Consumer Law; and
- m) Keep accurate records on the supports provided to the Participant.
- n) In the event of unexpected changes in service provision, such as a worker's unavailability due to sudden or planned leave, we will take certain steps to ensure continuity in your service:
 - 1) Initially, a skilled substitute worker or a member of our management team, equipped with the necessary skills and capabilities, will temporarily fill the role of the absent worker.
 - 2) If this arrangement becomes untenable or lasts beyond a few weeks, our contingency plan involves sourcing temporary help from an external labour hire or contracting service, or even initiating a

recruitment process for the role.

3) Should the worker's absence turn out to be permanent, we will prioritise hiring a new worker to take over the role.

o) Throughout these adjustments, we will keep you fully informed and will actively seek your consent for any alternative arrangements.

p) For Further information on our procedures for providing support in the event of an emergency or disaster please request our Business Continuity Plan and Emergency and Disaster Management Policy.

Trek Learning Centre | **Service Agreement Terms & Conditions**

7. Responsibilities Of The Participant

You and your Representatives agree to:

a) Inform Trek Learning Centre about how you wish the Services to be delivered to meet the Participant's need;

b) Collaborate and actively participate in the development and review of your NDIS plan;

c) Provide accurate and up-to-date information necessary for the delivery of services, including relevant medical, personal and contact details;

d) Communicate openly and honestly with Trek Learning Centre, and Inform of any concerns you have with any of the Services being provided;

e) Treat all Trek Learning Centre's staff, workers and others present during the delivery of support and services with courtesy and respect;

f) Give Trek Learning Centre the required notice if you cannot make a scheduled appointment, noting that if the notice is not provided, Trek Learning Centre's cancellation policy will apply;

g) Pay all invoices for agreed services, transport and/or other expenses promptly;

h) Let Trek Learning Centre know Immediately if there is a change to your NDIS plan, if it is suspended, replaced by a new plan, or if you stop being an NDIS participant.

8. Fees For Services

a) Trek Learning Centre will charge you for the Services.

b) The prices for the specific services that we provide to you are set out in the NDIS Pricing Arrangements and Price Limits & TLC's EOI.

c) The prices for all services are subject to modification in line with any changes to the NDIS Price Guide.

d) Any adjustments in our charges will automatically correspond with the most recent NDIS Price Guide, reflecting the specific Services we provide to you.

e) Additional expenses (i.e. things that are not funded under your Plan), are your responsibility and to be paid by you.

9. Payments

- a) Trek Learning Centre will seek payment for their provision of supports after the supports have been delivered.
- 1) *Self Managed* - If you have chosen to self-manage the funding for NDIS supports provided under the Service Agreement. After providing those supports, Trek Learning Centre will send you an invoice for those supports for you to pay. You must pay the invoice within seven days of the date of the invoice;
 - 2) *NDIA Managed* - If you have nominated the NDIA to manage the funding for supports provided under this Service Agreement, after we provide the relevant services and supports, Trek Learning Centre will claim payment from the NDIA;
 - 3) *Plan Managed* - If you have nominated the Plan Management Provider to manage the funding for NDIS supports provided under this Service Agreement, after providing the relevant supports, Trek Learning Centre will claim payment for those supports from the Plan Management Provider.

10. Goods And Services Tax (Gst)

For the purpose of 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 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 while the supports are provided; and
- c) 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.

11. Cancellation And No Show Policy

- a) If a service is cancelled at short notice, or there is a no show, you agree that we may charge you 100% of the relevant amount that would otherwise be payable to us if you:
 - 1) Do not show up for a scheduled support within a reasonable time, or are not present at the agreed place and within a reasonable time when Trek Learning Centre is travelling to deliver the support; or
 - 2) Have given less than seven days' notice of cancellation for a support.
- b) Trek Learning Centre will only charge for a short notice cancellation (or no show):
 - 1) For support items that the price guide allows short notice cancellation claims; and
 - 2) *When* they cannot find other billable work for the relevant worker, and if they must pay the worker for their time.
- c) The NDIS monitors short-notice cancellations and may contact Trek Learning Centre about participants with a high number of cancellations. Trek Learning Centre will work with you to minimise cancellations and make sure your plan is meeting your needs.
- d) To cancel a support outside of office hours, please call 0433 902 623.

12. Terminating This Agreement

- a) Should either party wish to end this Agreement, they must give twenty-eight (28) days' notice in writing or by phone (if written notice cannot be provided by the Participant/Representative).
- b) If either party seriously breaches this Agreement, the requirement of notice will be waived.
- c) Trek Learning Centre reserves the right to terminate this Service Agreement immediately under the following circumstances:
 - 1) If you cease to possess a source of individualised government funding (i.e., no longer an NDIS participant or have exhausted all your NDIS funding) or a source of private funding.
 - 2) If your support plan or the services offered by Trek Learning Centre no longer meet your needs or assist in achieving your chosen goals.
 - 3) If you or your support network fail to communicate and inform us about changes in your support needs.
 - 4) If you decide to transfer to another service provider.
 - 5) In the event of your death.
 - 6) If you demonstrate an inability or unwillingness over time to work towards the agreed goals.
 - 7) If you fail to comply with the reasonable conditions outlined in your support plan, consequently jeopardising the safe delivery of our services and the health and safety of our staff.
 - 8) If you breach the terms of this Agreement.
 - 9) If you fail to comply with the Policies of Trek Learning Centre.
 - 10) If changes in your condition result in the need for supports or services that exceed the skills and expertise of Trek Learning Centre's staff, or would require services that we lack the capacity to provide.
 - 11) If there has been no contact between you and Trek Learning Centre for a period of 2 months.
 - 12) If you or members of your support network engage in behaviour deemed unacceptable by Trek Learning Centre, such as violence, abuse, aggression, theft, property damage, or behaviour posing risks to the safe delivery of our Services or the health and safety of our staff.
 - 13) If you disregard risk management procedures under Trek Learning Centre's Workplace Health and Safety Policy.
 - 14) If you fail to pay the fees due to Trek Learning Centre by the specified due date under this Agreement.

Trek Learning Centre | **Service Agreement Terms & Conditions**

13. Complaints And Feedback

- a) If the Participant wishes to give Trek Learning Centre feedback or wishes to make a complaint in regard to the provision of supports, you can make a complaint:
- 1) In person to the CEO or a staff member;
 - 2) By email to admin@treklearningcentre.org;
 - 3) Verbally by telephone to 0433 902 623;
 - 4) On our website www.treklearningcentre.org; or
 - 5) By post to PO Box 296, Monbulk 3793 VIC.
- b) For all written complaints or feedback, please provide your complaint in the form of our written Feedback and Complaints Form.
- c) We will resolve complaints promptly in accordance with our Feedback and Complaints Policy.
- d) You can make a complaint to the NDIS Commission by:
- 1) Phone: 1800 035 544 or TTY 133 677 (Interpreters can be arranged);
 - 2) National Relay Service and ask for 1800 035 544; or
 - 3) Visiting <https://www.ndiscommission.gov.au/about/complaints> and filling out a complaint contact form.

14. Emergency And Disaster Management

- a) In the event of an unavoidable change to the provision of supports to you due to an emergency or disaster occurring, we will abide by the following care continuity plan to ensure that supports continue to be delivered to you:
- 1) We will attempt to find a suitably qualified and/or experienced Worker at Trek Learning Centre to fill in on a temporary basis to provide support to you while your regular worker is absent.
 - 2) Engage an external agency to provide short term assistance or otherwise recruit for the role.
 - 3) Recruit a new Worker to act in the role.
- b) In the event of an emergency or disaster, Trek Learning Centre's workers will be trained to follow the procedures set out in the Emergency Management Plan, ensuring you are safe, and your supports are maintained during this time.
- c) A Participant Emergency Plan will be completed in collaboration with you and your representative/family, to ensure your specific support needs are taken care of and appropriate procedures are in place during an emergency.

15. Daily Personal Activities (0107) With Sole Support Workers

- a) Trek Learning Centre, when providing daily personal activities with sole support workers, providing supports to participants who live alone, will comply with the additional conditions imposed under section 73G of the National Disability Insurance Scheme Act 2013. <https://www.ndiscommission.gov.au/providers/registered-ndis-providers/registered-provider-obligations-and-requirements/>
- Version: 1
- b) Where this is applicable, Trek Learning Centre will record the evaluation of your risk factors on the Participant Risk Assessment Form. You will receive a copy of this, along with an updated version in the event of any changes in circumstances.
- c) Trek Learning Centre will ensure your sole support worker possesses the necessary skills, qualifications, and attributes to provide quality support. You asked for your preferences for workers, and will be involved in this selection process.
- d) The evaluation of your Service Agreement's implementation will occur at appropriate frequency, conducted by a person other than the sole support worker. This assessment will incorporate your feedback regarding the satisfaction levels with the type, quality, and frequency of personal support provided.
- e) Trek Learning Centre will oversee and assess the performance of the sole support worker, at appropriate frequency, ensuring that it aligns with the terms of the agreement and prioritizes your safety and well-being. This will include, with your consent:
- 1) Scheduled visits by a supervisor to your home for in-person supervision of the sole support worker.
 - 2) Communication with you, in your preferred language and mode of communication, including face-to-face contact within your home.
- f) With your consent, Trek Learning Centre will establish connections with other providers who may be involved in providing supports or services to you in your home or in supporting you to access community based activities.

Trek Learning Centre | **Service Agreement**

Annexure A: Schedule of Supports

| Support item | Description of support | Price per unit | No. of Units | How the support will be provided | Start Date | End Date | Total | Comments |
|-------------------------------------|------------------------|----------------|-------------------------------------|----------------------------------|------------|-------------------------------------|-------|----------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total budget NDIA managed \$ | | | Total budget plan managed \$ | | | Total budget self-managed \$ | | |

| | |
|--|--------------------------|
| Participant Signature (Parent): | Date: __/__/__ |
| Signed on behalf of Trek Learning Centre: | Date: __18/6/25__ |

Annexure B: Change to Schedule of Supports

Version: 1

Trek Learning Centre | Service Agreement

| Change number | Type of change | Support relating to | Details of change | Date effective | Change in budget | Total new budget | Payment information | Comments |
|---------------|----------------|---------------------|-------------------|----------------|------------------|------------------|---------------------|----------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| Change number | Trek Learning Centre Representative name | Trek Learning Centre Representative signature | Date | Participant/Representative's name | Participant/Representative's signature | Date |
|---------------|--|---|------|-----------------------------------|--|------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|