



# fairhaven

## Participant Service Agreement

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for the delivery of services under the National Disability  
Insurance Scheme

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209 Brisbane Water Drive, Point Clare NSW 2250  
ABN 83 058 123 729 CFN 15891 Registered NDIS Provider

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## Definitions

<b>NDIS</b>	National Disability Insurance Scheme, which is a new way to support a better life for hundreds of thousands of Australians with a significant and permanent disability and their families and carers.
<b>NDIA</b>	Means National Disability Insurance Agency which is the agency that provides information and referrals, links to services and activities, individualised plans and where necessary, funded supports to people over a lifetime. Helps empower and inform people with disability to be confident consumers.
<b>Services and Supports</b>	Means supports and activities including equipment that participants access that are 'reasonable and necessary' services and supports to help pursue participant's goals. These supports fall into 15 categories aligned with their purpose. These are: Assistance with Daily Life. Transport. Consumables. Assistance with Social & Community Participation.
<b>Service Provider</b>	In this document the Service Provider is Fairhaven Services Limited and means a person or entity registered under s 73E of the Act, to provide supports and services to NDIS participants.
<b>ABN</b>	Is the Australian Business Number issued to the Service Provider by the Australian Taxation Office.
<b>Participant</b>	The person wanting to receive Services from the Service Provider.
<b>Participant's Representative</b>	A person who holds guardianship for the participant, a parent or family member who is responsible for the participant's wellbeing.
<b>Service Agreement</b>	is an agreement between a participant and the Service provider that makes it clear to what you have both agreed to. It is covered by Australian Consumer Law. A Service Agreement provides participants and providers clarity about what each party has agreed to.
<b>NDIS Plan</b>	NDIS plan sets out the participant's goals and the supports that will help the participant to pursue those goals. The plan is based on your disability support needs.
<b>Incident</b>	means acts, omissions, events or circumstances that occur in connection with providing supports or services to a person with disability; and that have, or could have, caused harm to a person with disability.
<b>Reportable Incident</b>	Means a certain act or event needs to have happened (or be alleged to have happened) in connection with the provision of supports or services. This includes: the death of a person with disability; serious injury of a person with disability; abuse or neglect of a person with disability; unlawful sexual or physical contact with, or assault of, a person with disability; sexual misconduct, committed against, or in the presence of, a person with disability, including grooming of the person with disability for sexual activity; use of a restrictive practice in relation to a person with disability where the use is not in accordance with an authorisation (however described) of a state or territory in relation to the person, or if it is used according to that authorisation but not in

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	accordance with a behaviour support plan for the person with disability.
<b>Complaint</b>	a statement that something is unsatisfactory or unacceptable, the statement is usually in writing and provides a suggested requested outcome.
<b>Continuity of Service</b>	Means making sure that support services continue without interruption due to staff absences, emergencies or disasters such as floods, fire or pandemic such as COVID-19.

## Context

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

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.

This **Service Agreement**:

- a) Sets out the terms for the delivery of services to be provided by Fairhaven Services in the Schedule of Supports (**Attachment A**).
- b) Has been negotiated with the Participant and all parties who are signatories to this Service Agreement.
- c) May be reviewed at any time by any of the parties who are signatories to this Agreement or those with decision-making responsibilities related to the Participant (e.g. parent, guardian).
- d) Is effective from the commencement date outlined in section 1 below and remains in place while the Participant is in receipt of NDIS services from Fairhaven.
- e) Fairhaven's standard Service Agreement (this document) is published on Fairhaven's website ([www.fairhaven.org.au](http://www.fairhaven.org.au)). The standard Service Agreement may be updated from time to time. However, you will not be required to sign a new Service Agreement each time a change is made to the standard Service Agreement.

## 1. Commencement Date of Agreement

This Agreement commences from: **Click or tap to enter a date.**

## 2. a) Parties to the Agreement

This Agreement is made between: **Click or tap here to enter text.** (the Participant)

and

**Fairhaven Services (ABN: 83 058 123 729)**

**b) Plan Nominee or Key Supported Decision Maker/s (if applicable)**

If the Participant has a key person or representative who supports them in their decision making around services (e.g. plan nominee / manager, advocate, parent, guardian etc) who is party to this Agreement, please provide their details here:

Name/s:	Click or tap here to enter text.
Relationship/s to Participant:	Click or tap here to enter text.
Phone Number/s:	Click or tap here to enter text.
Email/s:	Click or tap here to enter text.

**3. NDIS Registration Numbers**

Participant:	Click or tap here to enter text.
Fairhaven:	4-3LLM-764

**4. Participant’s Details**

Address:	Click or tap here to enter text.
Home:	Click or tap here to enter text.
Mobile:	Click or tap here to enter text.
Email/s:	Click or tap here to enter text.

**5. Acceptance of this Agreement**

Fairhaven Services requires the Participant or the Participant’s Representative to accept the terms of this Agreement by signing this document, to receive the services outlined in the Schedule of Supports. Fairhaven Services will also accept this document as signed through an email or letter of acceptance from the Participant or Participant’s Representative. If the Participant or the Participant’s representative is unable to accept this Agreement by signing or by email or letter acceptance, Fairhaven Services may accept verbal consent which will be noted on this Agreement. Fairhaven Services reserves the right to seek payment for services provided without formal acceptance of this Agreement by the Participant or the Participants Representative, if Fairhaven Services has:

- made repeated attempts to obtain acceptance of this Agreement, and

- provided services to the Participant which are included in the Schedule of Supports attached to this Agreement, and the Participant (or their representative) has accepted the provision of these services.

## 6. Changing or Terminating this Agreement

Either party may terminate this agreement either in whole or in part.

Notice must be received in writing.

The Participant may change or terminate this Agreement by providing a minimum of 14 days notice.

Fairhaven Services will provide a minimum of 14 days notice to terminate this Agreement.

Subject to this minimum period, this time frame may be extended to enable the Participant to nominate an alternative service provider to deliver required support services.

Exiting of services/programs either in whole or in part by the participant may result in cancellation and/or exit fees.

Fairhaven Service's Cancellation and Exit Notice Period (section 19 of this Agreement) outlines the notice periods for the cancelling, rescheduling or exiting of supports that is required to avoid incurring charges.

If either party breaches this Agreement, the requirement of notice may be waived by the other party.

Upon termination of the Service Agreement, by either party, Fairhaven Services will:

- report the cancellation of the service to the National Disability Insurance Agency
- claim services that have been provided under the terms of the service agreement
- put alternative support solutions in place for the safety and wellbeing of the participant.

The above conditions are not applicable for Supported Independent Living Services (SIL). All SIL terms and conditions are stated in the Supported Independent Living (SIL) Service Agreement.

## 7. Supports

Fairhaven Services will provide services up to the maximum set out in the Schedule of Supports. Services will be provided as agreed between the parties.

## 8. Fees for Supports

Fairhaven Services will charge for the services as set out in the Schedule of Supports, based on the NDIS Price Guide rate applicable to the date on which the service is provided.

As a registered provider Fairhaven Services are entitled to use the Temporary Transformation Payment (TTP) and price limits. Fairhaven Services apply the TTP to relevant services and adjust service bookings accordingly.

Transport charges that are not included as part of the Participant's NDIS Plan will be payable by and invoiced directly to the Participant. These charges will be set out in the Schedule of Supports.

Fairhaven Services may charge Participants for non-direct services or charges as per the NDIS Price Guide if the non-direct service or charge is applicable to the support. These non-direct charges may include (but are not limited to):

- Non-Face-to-Face Support Provision
- Provider Travel
- NDIA Requested Reports.

The charges for non-direct services will be discussed with the Participant and any such charges specified in the Schedule of Supports.

Additional charges that are not included as part of the Participant's NDIS Plan (such as program and activity fees) will be payable by the Participant. These charges will be communicated to the Participant by the relevant service/program Manager and will not appear on the Schedule of Supports. All price are GST inclusive (if applicable).

## 9. Personal Expenses

Fairhaven Services are not responsible for personal expenses or costs incurred by Participants for elected activities (for example but not limited to - meals, movie tickets, entrance fees). These are the responsibility of the Participant to purchase at their discretion.

## 10. Fairhaven Service's Responsibilities

Fairhaven Services agrees to:

- provide services up to the maximum as set out in the Schedule of Supports in accordance with the Participant's NDIS Plan goals
- regularly review the Schedule of Supports so that the level of service agreed is being provided
- within the constraints of the fees, provide agreed supports that are flexible, maximise Participant choice and control and enhance quality of life
- communicate openly and honestly in a timely manner
- treat the Participant with courtesy and respect
- consult the Participant on decisions about how supports are provided
- inform Participants of their rights in respect to service delivery
- 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
- keep accurate records on the supports provided to the Participant
- undertake that its employees hold relevant qualifications and complete requisite training and all pre-employment checks as required by the NDIS, relevant legislation and regulations.



- maintain comprehensive policies and procedures that are consistent with the current relevant legislation and regulations.

### 11. Participant responsibilities

The Participant agrees to:

- authorise Fairhaven Services to claim expenses from the NDIA for all participant supports provided, based on NDIS Funds Management Option selected by the Participant
- inform the Fairhaven Services about how they wish the supports to be delivered to meet the Participant’s needs
- treat the Fairhaven Service’s staff, volunteers and other Participants with courtesy and respect
- be alcohol and illicit drug free whilst receiving services from Fairhaven Services
- talk to Fairhaven Service’s staff regarding any concerns about the supports being provided or any aspect of service delivery
- give Fairhaven Services the required notice if the Participant needs to end the Service Agreement (see ‘Cancellations / Rescheduling / Exiting’) below for more information)
- advise Fairhaven Services 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.

The Participant has been provided with the *Fairhaven Services Participant Information Pack*, which accompanies this service agreement. This pack contains supplementary documents and important Fact Sheets about Fairhaven Services’ Policies and service delivery. The Information Pack is updated from time to time and is available from the Fairhaven website at [www.fairhaven.org.au](http://www.fairhaven.org.au)

### 12. Contact from Fairhaven Services

For any matters relating to this Agreement including day to day support arrangements and billing or invoice enquiries, please contact:

Client Relations Manager	<a href="mailto:clientrelations@fairhaven.org.au">clientrelations@fairhaven.org.au</a>
Phone	<a href="tel:(02)43495500">(02) 4349 5500</a>

### 13. Service Bookings for NDIA Participants

Fairhaven Services will create Service Bookings for the provision of NDIS supports for participants whose funding for supports are NDIA managed. Fairhaven Services is unable to provide supports unless there is an active and sufficiently funded service booking.

### 14. New NDIS Plans - Continuity of Supports

When Participant receives a new NDIS Plan, Fairhaven Services will continue to provide and claim/invoice for supports based on the previous Schedule of Supports whilst the new Schedule of Supports is being prepared, unless the Participant advises of changes to supports

they wish to purchase under their new NDIS plan. Fairhaven Services hereby notifies you that we will either:

- a) If NDIA managed
  - Create an interim service booking for your essential core supports and claim to the NDIS Portal; or
- b) If Plan managed externally
  - Invoice your Plan Manager; or
- c) If Self-managed
  - Invoice you directly.

## 15. Plan Gaps and Plan Extensions

Where the NDIA:

- a) extend your plan beyond your Agreement (dates on the Schedule of Supports) with Fairhaven Services; or
- b) or there is a 'gap' between your plans.

Fairhaven Services hereby notify you that we will either:

- a) Claim to the NDIS portal where sufficient funds are available; or
- b) Invoice your Plan Manager; or
- c) Invoice you directly; or
- d) Invoice the NDIA directly.

## 16. Payments

The rate charged for supports will be based on the NDIS Price Guide applicable to the date on which the service is provided. Fairhaven Services will seek payment for the provision of supports to the Participant outlined in the Schedule of Supports through one or more of the following methods:

### a) NDIA Managed

The Participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. Fairhaven Services will provide the participant with an outline of agreed services and expected costs over the life of the plan via the Schedule of Supports. After providing those supports, Fairhaven Services will claim payment for those supports directly from the NDIA.

### b) Self-Managed

The Participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. Fairhaven Services will provide the participant with an outline of agreed services and expected costs over the life of the plan via the Schedule of Supports. After providing those supports, Fairhaven Services will send the Participant an invoice for those supports for the Participant to pay. The Participant will pay in accordance with the terms of the invoice. In circumstances that services provided are not paid as per terms of invoice, Fairhaven Services will notify the NDIS of the situation and reserves the right to cease future services until the outstanding debt is paid.

**c) Nominee Managed**

The Participant's Nominee manages the funding for supports provided under this Service Agreement. Fairhaven Services will provide the participant with an outline of agreed services and expected costs over the life of the plan via the Schedule of Supports. After providing those supports, Fairhaven Services will send the Participant's Nominee an invoice for those supports for the Participant's Nominee to pay. The Participant's Nominee will pay in accordance with the terms of the invoice.

In the circumstance that agreed funds are not available in the person's NDIS funding Fairhaven Services will invoice the participant directly for costs incurred and will notify the NDIS of the situation should agreed costs for services provided not be remunerated. Fairhaven Services reserves the right to cease future services until the outstanding debt is paid.

**d) Plan Managed**

The Participant has nominated a Plan Manager to manage the funding for supports provided under this Service Agreement. Fairhaven Services will provide the participant and Plan Manager with an outline of agreed services and expected costs over the life of the plan via the Schedule of Supports. After providing those supports, Fairhaven Services will send the Participant's Plan Manager an invoice for those supports for the Participant's Plan Manager to pay. The Participant's Plan Manager will pay in accordance with the terms of the invoice.

In the circumstance that agreed funds are not available in the person's NDIS funding Fairhaven Services will:

- Firstly, work with the Plan Manager to re-coup any outstanding funds, this may include re-invoicing the Plan Manager under a different but suitable support category without necessarily issuing a new Schedule of Supports
- As a final measure, invoice the participant directly for costs incurred and will notify the NDIS of the situation should agreed costs for services provided not be remunerated. Fairhaven Services reserves the right to cease future services until the outstanding debt is paid.

By signing this Service Agreement you also consent to Fairhaven Services (including its representatives) and your current, or past, plan manager(s) sharing information related to your supports, funding and accounts.

**17. Transport - Contribution Costs**

The Service Provider will only charge travel costs to a Participant for the delivery of a support item in accordance with current NDIS funding rules, including but not limited to:

- the support item allows travel claims
- the Participant has agreed to the transport costs associated with the support provided as outline in the Participant's schedule of support
- claims for travel in respect of a support separately to the claim for the primary support (the support for which the travel is necessary)
- claims against the Participant's NDIA managed core supports for travel related expenses if agreed in the schedule of supports and the Participant travel budget is

approved by the NDIA to be used flexibly. This option is not available to participants who receive their transport budget by way of periodic payments.

- out of pocket expenses are invoiced for all transport kilometres at the rate specified in the Schedule of Supports if the participant does or does not receive transport funding from the NDIS
- additional transport costs incurred by the Service Provider such as public transport, parking fees, road tolls etc. will be included in the invoices from the Service Provider to be paid by the participant as an out of pocket expense.

The Service Provider will cease all community support services to the participant in the event of any travel related invoices remaining unpaid for greater than 90 days.

## 18. Cancellation / Rescheduling / Exiting

Fairhaven Services will work with Participants to reschedule services where this is possible within the availability of suitable staffing.

A minimum period of 14 days notice is required should the Participant wish to exit a program/service.

Cancellation periods for services delivered by Fairhaven Services will align with the terms available in the relevant NDIS Price Guide and subject to change based on the most current price guide. No notice or notice outside of the timeframes, including short notice cancellations, may incur cancellation fees applicable to the equivalent cost of the support as prescribed by the National Disability Insurance Agency, set out in the relevant NDIS Price Guide.

### Short notice cancellations

A cancellation is a short notice cancellation if the participant:

- does not attend a scheduled support within a reasonable time, or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support; or
- has given less than seven (7) clear days notice for a support.

If the Participant makes a short-notice cancellation, the Service Provider may charge up to 100% of the agreed fee associated with the activity from the participant's plan, subject to the NDIS Pricing Arrangements and Price Limits and the terms of this service agreement.

Upon termination of the Service Agreement, by either party, the Service Provider will:

- report the cancellation of the service to the National Disability Insurance Agency
- claim services that have been provided under the terms of the service agreement

Put alternative support solutions in place for the safety and wellbeing of the participant.

## 19. Continuity of Services

Fairhaven Services manages day to day interruptions to service delivery such as support worker absences by:

- accessing a pool of support staff with skills matched to your personal needs and preferences

- making sure that your support plans are clearly written and understood by support staff
- where possible, providing a support staff who has worked with you previously
- advising you about a worker absence and agreeing with you a replacement.

At all times during an emergency or a disaster, Fairhaven Service's primary organisational goals will be:

- the safety and wellbeing of its employees and participants
- providing continuity of support to its participants
- working towards a safe and efficient return to full operations.

In extreme emergencies or disasters that affect multiple staff members Fairhaven Services may need to make adjustments to services provided. Fairhaven Services:

- will always comply with directives from relevant agencies such as the Department of Health, Government departments and other agencies, Police and emergency services when delivering services during an emergency or disaster
- will always contact you to discuss and agree on any changes or disruptions to your supports before they are put in place
- has plans in place to use contractors and agency staff for backfill
- will prioritise available staff to essential services where the lack of service would endanger or seriously affect our participants.
- will contact participants to discuss other services in place, including the informal supports (partner, siblings, family, friends) that they have available.

Essential services include:

- some in home supports and personal care
- supported living/residential care
- supports to at risk participants

Non-essential services including day centre and community access activities will be provided where staff are available if it is safe for participants and staff.

## 20. Withdrawal of Services

The circumstances under which services may be withdrawn by Fairhaven Services include, but are not limited to:

- the Participant fails to do what is required of them, under the terms of the Service Agreement
- the Participant fails to comply with Fairhaven Services policies and procedures
- the Participant fails to communicate and provide information about changes to support needs
- workplace health and safety considerations are disregarded
- communication has broken down between Fairhaven Services and the participant, family, or advocate
- payment for support or expenses not received as per the Service Agreement

- under the National Disability Insurance Scheme Terms of Business for Registered Providers, withdrawal or termination of services must be no less than four (4) weeks' notice.

Fairhaven Services will always work in the best interest of the Participant to achieve a safe transition to a new provider of services.

### 21. Feedback, Complaints and Incidents

Fairhaven Services encourages participants and their representatives to raise any feedback, concerns or complaints they may have about the services. Fairhaven Services is committed to resolving complaints fairly, equitably and quickly as possible, following the guidelines of procedural fairness. All complaints and incidents will be managed in accordance with the Fairhaven Services Complaints and Incident Management policies and NDIS reporting requirements. The Service Provider welcomes all feedback as an opportunity to improve.

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

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

- Service agreements must be consistent with the NDIS's pricing arrangements, guidelines and the requirements of the *A New Tax System (Goods and Service Tax) Act 1999* regarding the application of the goods and services tax to its services
- 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.

### 20. Acceptance of Service Agreement

On behalf of Fairhaven Services: Name: <b>Click or tap here to enter text.</b> Position: <b>Click or tap here to enter text.</b>	<b>Click or tap here to enter text.</b> Name of Participant or Participant's Representative
..... Signature	..... Signature of Participant or Participant's Representative
<b>Click or tap to enter a date.</b> Date	<b>Click or tap to enter a date.</b> Date

A copy of this Agreement has been provided to the Participant and/or Representative

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*Fairhaven Services will accept this document as signed, through an email or letter of acceptance from the Participant and/or Participant's Representative (clause 6).*

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## SCHEDULE OF SUPPORTS

<b>Service type</b>	Choose an item.	
<b>Plan management</b>	Choose an item.	

<b>NDIS Plan number</b>	Click or tap here to enter text.
<b>NDIS Plan start date</b>	Click or tap here to enter text.
<b>NDIS Plan end date</b>	Click or tap to enter a date.

### Participant Details

<b>Name</b>	Click or tap here to enter text.
<b>Address</b>	Click or tap here to enter text.
<b>Phone Number/s:</b>	Click or tap here to enter text.
<b>Email/s:</b>	Click or tap here to enter text.

### Plan Nominee or Key Supported Decision Maker/s (if applicable)

<b>Name/s:</b>	
<b>Relationship/s to Participant:</b>	
<b>Phone Number/s:</b>	
<b>Email/s:</b>	

### Invoicing contact

<b>Name</b>	Click or tap here to enter text.
<b>Address</b>	Click or tap here to enter text.
<b>Phone Number/s:</b>	Click or tap here to enter text.
<b>Email/s:</b>	Click or tap here to enter text.



REGISTRATION GROUP	SUPPORT ITEM REF NO	DESCRIPTION OF SUPPORT (How, when, where and by whom support to be provided)	Cost per hour	Cost per plan
		<p><b>Transport Costs</b>                      Transport costs are based on \$1.00 per km. This rate includes all charges, tolls &amp; insurances. This charge does not include support staff cost.                      Refer to Service Agreement for Terms and Conditions.</p>		

The Schedule of Supports will be updated if there are any changes to the type, level or intensity of supports provided during the term of the approved NDIS plan.

On behalf of Fairhaven Services: Name: <b>Click or tap here to enter text.</b> Position: <b>Click or tap here to enter text.</b>	<b>Click or tap here to enter text.</b>  Name of Participant or Participant's Representative
.....  Signature	.....  Signature of Participant or Participant's Representative
<b>Click or tap to enter a date.</b>  Date	<b>Click or tap to enter a date.</b>  Date

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