fairhaven

Participant Service Agreement

for the delivery of services under the National Disability Insurance Scheme

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

Table of Contents

Definition of terms 3

Context 7

This Service Agreement (the Agreement): 7

1. Commencement Date of Agreement 8
2. Parties to the Agreement 8
3. Participant Details: 8

___a) Legally Authorised Representative (if applicable) 8

___b) Plan Nominee (if applicable) 8

4. Acceptance of this Agreement 9
5. Terminating this Agreement 9
6. Supports 10
7. Fees for Supports 10
8. Pricing Compliance and Updates 10
9. Participant Contributions 11
10. Fairhaven Services' Responsibilities 11
11. Participant Responsibilities 11
12. Contact from Fairhaven Services 12
13. Service Bookings for NDIA Participants 12
14. New NDIS Plans - Continuity of Supports 12
15. Plan Gaps and Plan Extensions 13
16. Payments 13

NDIA Managed 13

Self-Managed 14

Nominee Managed 14

Plan Managed 14

17. Transport and Travel - Contribution Costs 15
18. Cancellation / Rescheduling / Exiting 16
19. Short notice cancellations 17
20. Continuity of Services 17
21. Withdrawal of Services 18
22. Conflict of Interest 19
23. Feedback, Complaints and Incidents 19
24. Goods and Services Tax (GST) 19
25. NDIS Audit Consent 19
26. Acceptance of Service Agreement 20

Definition of terms

ABN	Is the Australian Business Number issued to the Service Provider by the Australian Taxation Office.
Complaint	A statement that something is unsatisfactory or unacceptable, the statement is usually in writing and provides a suggested requested outcome.
Conflict of Interest	A conflict of interest occurs when a person or organisation has an opportunity to put what will benefit them (their own interests) ahead of the interests of the person they are supporting. These conflicts may be: • actual – it happened or is happening • potential – it might happen • perceived – it seems like it has happened or might happen. Conflicts of interest that are not managed effectively can pose risks to a Participant's safety and limit their choice and control. Conflicts of interest can also pose a risk to providers and the sustainability and integrity of the National Disability Insurance Scheme (NDIS).
Continuity of Service	Means making sure that support services continue without interruption due to staff absences, emergencies or disasters such as floods, fire or infectious disease outbreak.
Decision Supporters	Decision supporters assist a person who requires support to make decisions. A supporter does not make the decision. People with disability can select people to be their decision supporters. Decision supporters can include family, friends, carers, peer networks, advocates, or support providers. Decision supporters cannot sign the service agreement on behalf of a Participant, unless they are a legally authorised representative.
Disability Support Worker services	NDIS disability support worker services are tailored assistance provided to participants to help them live independently, achieve personal goals, and engage in the community. These services encompass personal care, daily tasks, social participation, and skill building, usually delivered at home or in the community.
Fraud	NDIS fraud is the dishonest, intentional act of obtaining a benefit or causing a loss through deception, such as billing for services not rendered, overcharging, or using funds for non-disability expenses. It is a criminal offense involving wilful, rather than accidental, misuse of funds or information.
Incident	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.
Legally Authorised Representative	A legally authorised representative could be a: • legal guardian • public trustee • power of attorney • decision-maker appointed by an advance care health directive (living will).

	A legally authorised representative must provide evidence (such as guardianship orders) verifying their authority to act on the applicant's behalf. A person may execute this Agreement on behalf of the Participant only where they are a legally authorised representative or hold other legally recognised decision-making authority relevant to the decision being made.
Myplace	Is an official secure online participant portal for the NDIS. It serves as a central hub where NDIS participants, or their representatives, can manage their plans, funding, and service providers. Myplace is superseded by PACE.
NDIA	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.
NDIS	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.
NDIS Coordinator of Supports	A Support Coordinator works one-on-one with participants to support them to: • Understand and use their NDIS plan to pursue their goals • Connect with NDIS support providers, community representatives, and other services they need • Build confidence and skills to use and coordinate their supports • Understand and keep track of their NDIS plan budget.
NDIS Correspondence Nominee	Appointed by the NDIA, a correspondence nominee has a more limited role. They: • Receive NDIA letters, emails and notices • Communicate with the NDIA on behalf of the Participant • Pass on information clearly Unlike plan nominees, correspondence nominees cannot make funding decisions or change the Participant's plan.
NDIS Plan	A plan that details the individualised package of supports that the NDIA has agreed to fund and the participant's goals.
NDIS Plan Manager	Under the National Disability Insurance Scheme (NDIS), a Plan Manager is a registered NDIS provider engaged to manage the financial and administrative aspects of a participant's funding. They act as an intermediary, paying service providers, tracking budgets, and ensuring compliance with NDIS pricing.
NDIS Plan Nominee	Appointed by the NDIA, a plan nominee can make decisions about: • planning – preparing or changing your plan • managing and using your funding on NDIS supports. A plan nominee can be appointed to do either or both things. Plan nominees must always respect the Participant's choices, act in their best interests and promote their wellbeing.

	Appointment as an NDIS nominee does not automatically confer authority to bind the Participant in contractual arrangements with service providers unless supported by lawful authority.
NDIS Pricing Arrangements and Price Limits	This document sets out the general pricing arrangements that apply to all supports in the NDIS and the specific arrangements that apply to individual supports.
NDIS Support Catalogue	This document provides information on the current price limits for each support item and indicates for each price-limited support item the claim types (Travel, non-face-to-face, etc.) that can be used. Requirements specified in the Support Catalogue are part of the pricing arrangements and price limits that the NDIA has determined should apply to NDIS.
Non-Disability Support worker services	supports *other* than disability support worker services, typically including therapy, support coordination and capacity-building.
PACE	PACE NDIS is a user-friendly system created by the NDIA to simplify how Participant's manage their NDIS plan. It clearly outlines what supports and services are approved, making it easier to understand and use funding.
Participant	An NDIS participant is a person with disability who meets the access requirements to become a participant in the NDIS. As a participant, a person with disability can access NDIS community linkages and individualised planning processes to identify the reasonable and necessary supports they need to enable them to achieve their goals and aspirations. Participant means the individual named in this agreement and, where the context requires or permits, any other legally authorised representative.
Program of Supports	Forms part of the service agreement and is a time limited arrangement (for up to 6 months) for group-based activities. It enables long-term skill building such as social participation or capacity building. If suitable, a Program of Support may be used for: • any support in the Assistance in Shared Living Arrangements – Supported Independent Living section of the *Assistance with Daily Life* Support Category • any support in the *Assistance with Social, Economic and Community Participation* Support Category, including Supports in Employment • any support in any *Capacity Building* Support Category. Programs of Support are not mandatory.
Reportable Incident	Means a certain act or event has happened (or is 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 accordance with a behaviour support plan for the person with disability.

Schedule of Supports	Forms part of the service agreement and details ongoing supports and services that the provider will deliver. It outlines the type of supports, how often they'll be provided, their duration, and the cost for each service.
Service Agreement	A Service Agreement is a written agreement between a provider and Participant and is a legal document. A NDIS Service Agreement defines the terms of engagement between a Participant and a provider It is covered by Australian Consumer Law.
Service Provider	Means a person or entity registered under s 73E of the Act, to provide supports and services to NDIS participants. In this agreement the Service Provider is Fairhaven Services Limited.
Support Worker	A person paid to provide care and/or assistance to an NDIS participant.
Supported Decision Making	Supported decision making is the process of providing support to people to make decisions to remain in control of their lives. Supported decision making involves building the skills and knowledge of people with disability, their friends, families, carers, peers and professionals in accordance with the NDIS Supported Decision Making Policy (2023) and the following four principles: • All adults have an equal right to make decisions that affect their lives and to have those decisions respected • there must be access to support for people who need help communicating and participating in decisions • decisions are directed by a person's own will, preferences and rights • there are appropriate and effective safeguards against violence, abuse, neglect or exploitation.
Supports	Specific therapies, assistive technology items, paid assistance from a support worker, or other types of care and support funded by the NDIS.

Context

This Service Agreement is made for the purpose of providing services under the Participant's National Disability Insurance Scheme (NDIS) plan. It is made in the context of the NDIS, which provides funding to people with permanent and significant disability for supports to help them in daily life, participate in the community, and achieve their goals. The NDIS aims to:

- support the independence and social and economic participation of people with disability
- provide reasonable and necessary supports, including early intervention supports, for NDIS participants
- enable people with disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports
- promote the provision of high quality and innovative supports that enable people with disability to maximise independent lifestyles and full inclusion in the community.

For the purposes of this Agreement, Participant means the individual named in this Agreement and, where the context requires or permits, their legally authorised representative.

If there is any inconsistency between this Agreement and the NDIS Pricing Arrangements and Price Limits (PAPL), the PAPL will prevail.

This Service Agreement (the Agreement):

a) sets out the terms and conditions for the services and supports to be provided by Fairhaven Services
b) includes a Schedule of Supports (**Attachment A**), which details the type of services and supports to be delivered, how often they will be provided, their duration, and the cost of each service
c) may include a Program of Supports (**Attachment B**), if this is a suitable option for organising and agreeing to group- or centre-based supports, which details the cost of support for a program for up to six (6) months. Programs of Support are not mandatory.
d) has been negotiated with the Participant, who is a signatory to this Agreement
e) may be reviewed at any time by any signatory to the Agreement
f) takes effect from the commencement date set out in section 1 and remains in place while the Participant receives NDIS services from Fairhaven, unless it ends earlier in accordance with its terms.
g) is Fairhaven's standard Service Agreement and may be updated from time to time. However, you will not be required to sign a new Service Agreement each time the standard Agreement is updated.

1. Commencement Date of Agreement

This Agreement commences on:

2. Parties to the Agreement

This Agreement is made between **Fairhaven Services (ABN: 83 058 123 729)**
NDIS Registration No 4-3LLM-764

and

3. Participant Details:

Name/s:	
NDIS or DVA number:	
Address:	
Contact Number/s:	
Email/s:	

a) Legally Authorised Representative (if applicable)

Complete if applicable. *Note: a legally authorised representative must provide evidence (such as guardianship orders) outlining the type of healthcare, lifestyle and medical decisions that the guardian is authorised to make and the duration of the orders.*

Name/s:	
Relationship to the Participant:	
Authority to act on behalf of the Participant	
Phone Number/s:	
Email/s:	

b) Plan Nominee (if applicable)

Complete if applicable. *Note: A Plan Nominee appointed by the NDIS must provide evidence (such as a copy of the letter of formal appointment outlining the nominee's duties and the appointment duration)*

Name/s:	
Relationship/s to Participant:	
Phone Number/s:	
Email/s:	

4. Acceptance of this Agreement

Fairhaven acknowledges that all adults are presumed to have decision-making capacity unless otherwise determined by lawful authority.

Fairhaven will document:

- the basis upon which consent was obtained; and
- the authority relied upon where a Participant's representative signs.

Fairhaven Services requires the Participant or the Participant's legally authorised representative to accept the terms of this Agreement by signing this Agreement, the Schedule of Supports, and the Program of Supports (if applicable).

Fairhaven Services will also accept this document as signed through an email or letter of acceptance from the Participant. Fairhaven Services reserves the right to seek payment for services provided without formal acceptance of this Agreement 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 or the Program of Supports (if relevant), and the Participant has accepted the provision of these services.

5. Terminating this Agreement

Either party may terminate this Agreement, in whole or in part, by giving written notice. The Participant may terminate this Agreement by providing at least 14 days' notice. Fairhaven Services will provide at least 14 days' notice if it terminates this Agreement.

Subject to this minimum period, the notice period may be extended to allow the Participant to nominate an alternative service provider to deliver the required supports.

Exiting services or programs, in whole or in part, may result in short-notice cancellation charges where permitted under the NDIS PAPL. Exit fees do not apply. Participants may change providers at any time without incurring exit fees.

Section 19 of this Agreement sets out the notice periods required for cancelling, rescheduling, or exiting supports and services to avoid charges.

If either party breaches this Agreement, the other party may waive the notice requirement.

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.

6. Supports

Fairhaven Services will provide support services to the Participant in accordance with the signed Schedule of Supports and, where applicable, the Program of Supports, and in line with the NDIS PAPL rules and pricing. Participants, their Support Coordinator, NDIS Plan Manager, or nominee must verify available funding before services commence.

Services and supports will be provided as agreed between the parties, and Fairhaven Services will endeavour to accommodate reasonable requests for changes to supports or staff. All supports will be delivered in accordance with the NDIS Code of Conduct and relevant Practice Standards.

7. Fees for Supports

Fairhaven Services will charge for services as set out in the Schedule of Supports and/or the Program of Supports (where relevant), at rates agreed with the Participant and within the NDIS PAPL price limits applicable on the date the service is provided.

Fairhaven Services may charge Participants for non-direct services or charges as per the NDIS PAPL if the non-direct service or charge is applicable to the support. This will be detailed in the Participant's Schedule of Supports and/or the Program of Supports (where relevant). These non-direct charges may include (but are not limited to):

- Non-Face-to-Face Support Provision
- Provider Travel
- Short Notice Cancellations
- NDIA Requested Reports.
- Capital Costs

The charges for non-direct services will be discussed with the Participant and any such charges specified in the Schedule of Supports and/or the Program of Supports (if relevant).

8. Pricing Compliance and Updates

- Maximum Price Limits: All prices charged under this agreement will be in accordance with the current NDIS PAPL. Fairhaven Services will not charge more than the maximum price limit set by the NDIA for any support provided.
- Automatic Adjustments: The parties agree that prices for supports will be automatically adjusted in line with any changes made by the NDIA to the PAPL (such as annual price reviews or indexation).
- Notification of Changes: Fairhaven Services will notify the Participant in writing of any price changes as soon as practicable after an update is published by the NDIS.

- Effect of Updates: These changes will take effect immediately upon the date specified by the NDIA, and a new Service Agreement will not be required for these automatic price adjustments to apply.

9. Participant Contributions

Fairhaven Services programs may include an additional Participant Cost. This will be identified as a Participant Contribution in the program details and must be paid directly by the Participant, as these costs are not covered by an NDIS plan. This contribution may be used to purchase program-specific resources such as project materials, technology, and general activity resources.

Participants will also be responsible for any costs associated with activities outside of the program's scope, for example, tickets for social outings, entry fees, public transport.

10. Fairhaven Services' Responsibilities

Fairhaven Services agrees to:

- provide services up to the maximum as set out in the Schedule of Supports and/or the Program of Supports (where relevant) in accordance with the Participant's NDIS Plan goals
- regularly review and update the Schedule of Supports and the Program of Supports (if relevant) so that the level of service and supports agreed is being provided and reflects the Participant's NDIS Plan
- 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:

- inform the Fairhaven Services about how they wish the supports to be delivered to meet their needs
- treat Fairhaven Services' staff, volunteers, and other Participants with courtesy and respect
- be alcohol and illicit drug free whilst receiving services from Fairhaven Services

- talk to Fairhaven Services' staff about any issues or concerns regarding the supports being provided or any aspect of service delivery
- give Fairhaven Services the required notice to end the Service Agreement in accordance with the required notice periods (see clause 18).
- advise Fairhaven Services immediately if their NDIS plan is suspended or replaced by a new NDIS plan or they stop 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 fact sheets, including *What is a Service Agreement*? *What is a Program of Supports*? and other important information about participant rights. The Information Pack is updated from time to time and is available from the Fairhaven website at 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:

Email	hello@fairhaven.org.au
Phone	(02) 4349 5500

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 and who have yet to transition to the new NDIS computer system, PACE. Fairhaven Services is unable to provide supports unless there is an active and sufficiently funded service booking for Participants who have not transitioned to PACE.

Participants who have transitioned to the new NDIS system, PACE, will need to record Fairhaven Services as a 'My Provider' if funding for supports is

- NDIA managed
- Home and Living supports
- Specialist Disability Accommodation
- Behaviour support

You can tell the NDIS that Fairhaven Services is your My Provider at your planning meeting or by contacting the NDIS National Contact Centre on 1800 800 110.

14. New NDIS Plans - Continuity of Supports

When a Participant receives a new NDIS plan, Fairhaven Services will continue to provide and claim or invoice for supports based on the previous Schedule of Supports or Program of Supports (if applicable) while a new Schedule of Supports or Program of Supports is being prepared, unless the Participant advises that they want changes to the supports purchased under the new plan. Fairhaven Services hereby notifies you that we will either:

a) If NDIA managed

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

Compliance note: In accordance with amendments to Section 33 of the NDIS Act and the introduction of funding components, Fairhaven Services will take care not to exhaust the Participant's available NDIS funding before the plan period ends. Funding claimed against a plan period that exceeds the available budget cannot be recouped in the next plan period. Fairhaven Services will work with the Participant's Plan Manager or Coordinator of Supports to monitor funding levels throughout the plan period and avoid overspending.

15. Plan Gaps and Plan Extensions

Fairhaven Services will communicate proactively with the Participant and their NDIS Plan Manager or Support Coordinator to manage funding carefully across all plan transitions.

Where the NDIA:

a) extends your plan beyond the dates on the Schedule of Supports and/or Program of Supports with Fairhaven Services; or
b) where 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.

Compliance note: Where there is a gap between NDIS plans or a plan extension, Fairhaven Services will only claim for supports that have been delivered

16. Payments

The rate charged for supports will be decided in accordance with the maximum published rate in the NDIS PAPL 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 and/or Program of Supports (where relevant) 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 or Program of Supports (where relevant). 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 through the Schedule of Supports and/or the Program of Supports (where applicable). After providing those supports, Fairhaven Services will send the Participant an invoice. The Participant must pay in accordance with the terms of the invoice. If invoices are not paid in accordance with those terms, Fairhaven Services will notify the NDIS and reserves the right to cease future services until the outstanding amount is paid.

Compliance note: Fairhaven Services may only treat amounts as outstanding debt where those charges are fully consistent with the NDIS Act, NDIS PAPL, and the terms of the Participant's NDIS plan. Any charges that fall outside these rules, or that exceed the Participant's available plan funding, cannot be held as a debt against the Participant or their representative.

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 and/or the Program of Supports (where relevant). 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.

If sufficient funds are not available in the Participant's NDIS funding, Fairhaven Services will invoice the Participant directly for costs incurred only where those charges are consistent with the NDIS Act and NDIS PAPL and will notify the NDIS if agreed costs for services provided are not paid. Fairhaven Services reserves the right to cease future services until the outstanding amount is paid. This clause does not override a Plan Manager's obligation to follow NDIS rules and guidance.

Compliance note: Fairhaven Services may only invoice the Participant directly for charges that are consistent with the NDIS Act and NDIS PAPL. Charges that exceed the Participant's available plan funding, or that fall outside NDIS rules, cannot be held as a debt against the Participant. The Service Agreement cannot override an NDIS Plan Manager's obligation to follow NDIS rules and guidance.

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.

If agreed funds are not available in the Participant's NDIS funding, Fairhaven Services will:

- Firstly, work with the Plan Manager to recover any outstanding funds. This may include reissuing an invoice to 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 where permitted and notify the NDIS if agreed costs for services provided are not paid. Fairhaven Services reserves the right to cease future services until the outstanding amount 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 and Travel - Contribution Costs

All transport and travel costs will be discussed with the Participant to determine the type and level of transport required and the best option to promote independence and manage transport requirements from the chosen service provider.

Where Fairhaven Services agrees to provide transport supports to you or agrees to travel to your location to deliver supports, we may charge for those supports and/or our staff's travel time in accordance with the NDIS PAPL. Any transport costs will be agreed with you, including why it represents the best use of your funds, and detailed in the Schedule of Supports or Programs of Support (if applicable).

1. Activity-Based Transport Costs

Activity Based Transport (ABT) can be purchased if the Participant has funding for a support category which allows for the purchase of ABT. Fairhaven Services will charge for ABT associated with the delivery of a support in accordance with the prices specified in the NDIS PAPL.

2. General Transport Funding (Core Supports)

Where the Participant has specific General Transport funding allocated in their NDIS Plan under Category 2 (Transport), Fairhaven will claim directly against these funds for transportation services provided. The agreed amount or frequency of the transport services, and how it is managed will be specified in the Schedule of Supports or the Programs of Support (if applicable).

3. Fairhaven Services Travel Costs

If Fairhaven Services is required to travel to the Participant’s location to deliver a service, the Participant agrees to contribute to the cost of the Provider's travel time and/or transport expenses in accordance with the prices specified in the NDIS PAPL. Travel time will be claimed at the standard hourly rate of the support worker, subject to NDIS time caps specified in the NDIS PAPL.

Fairhaven Services’ travel costs may include up to a maximum of 30 minutes of staff travel time per worker, as well as a reasonable contribution to vehicle running costs for each instance of support delivery. These costs will be apportioned between participants if supports are being provided to more than one participant at the same time. We will

discuss with you how these costs are apportioned, and the cost will be detailed in your Schedule of Supports or Program of Supports (if applicable).

4. Direct Invoicing for Non-Plan Transport

Where the cost of transport exceeds the Participant's NDIS plan funding or is not an allowable NDIS expense, the Participant will be invoiced directly and will be personally responsible for those charges, including any out-of-pocket expenses such as public transport, parking fees, and road tolls, at the rate specified in the Schedule of Supports and/or the Program of Supports (where applicable).

Fairhaven Services may cease all community support services to the Participant in the event of any travel-related invoices remaining unpaid for greater than 90 days, provided those charges comply with the NDIS PAPL.

Compliance note: All transport charges, including out-of-pocket expenses such as public transport costs, parking fees and road tolls, must comply with the NDIS PAPL. Registered providers must not add charges that fall outside these rules. Any such charges should be reviewed against the applicable NDIS pricing rules before being passed on to the Participant.

18. Cancellation / Rescheduling / Exiting

Fairhaven Services will work with Participants to reschedule services wherever possible within the availability of suitable staffing. Unless otherwise stated, a minimum period of 14 days' notice is required should the Participant wish to exit a program or service. Fairhaven Services will claim cancellation fees for supports in accordance with the conditions and notice periods outlined in the NDIS PAPL as follows:

Support Type	Notice to Exit program	Notice to Cancel individual session	Short Notice Cancellation
Disability Support Worker Supports	14 days	7 days	7 days
Non-Disability Support Worker Supports (support coordination, capacity building)	14 days	2 days	2 days
Group supports **not** provided under a Program of Supports	14 days	7 days	7 days
Group supports provided under a Program of Supports	14 days	Not applicable	Not applicable

The notice periods for planned and unplanned exits for accommodation received as Supported Independent Living and Specialist Disability Accommodation are specific to program type and are specified in the relevant accommodation agreement.

If there is any inconsistency between this Agreement and the NDIS PAPL, the PAPL will prevail.

19. 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; and
- has given less than two (2) clear business days' notice for non-Disability Support Worker Supports or seven (7) days' notice for a Disability Support Worker Supports cancellation.

If the Participant makes a short-notice cancellation and Fairhaven Services is unable to find alternative billable work for the relevant worker, and is required to pay the worker for the time that would have been spent providing the support, Fairhaven Services may charge up to 100% of the agreed fee for the activity from the Participant's plan, subject to the NDIS PAPL and the terms of this Service Agreement.

If a Participant cancels attendance for a group-based support and Fairhaven Services is unable to find another Participant to attend in their place, Fairhaven Services may, if the other requirements for a short-notice cancellation are met, charge up to 100% of the previously agreed rate that would have been billed had the Participant attended the group session.

Group Based Supports delivered as part of a program of supports are not subject to the short notice cancellation rules.

20. 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 a replacement worker with you.

Fairhaven Services has established emergency and disaster plans for each of its services. During an emergency or disaster, Fairhaven Services' primary organisational goals will be:

- the safety and wellbeing of its employees and participants
- providing continuity of support to participants

Fairhaven will identify the essential supports and services that are critical to each Participant's health, wellbeing, and safety. Participants will continue to receive critical supports in accordance with the Fairhaven Emergency and Disaster Plan, including:

- modifying Participant supports where necessary to ensure continued support
- adapting to participant changes and other interruptions
- complying with directives from relevant agencies such as the Department of Health, Government departments and other agencies and Police and emergency services when delivering services during an emergency or disaster
- identifying any informal supports (partner, siblings, family, friends) that may be available to support the participant.

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 it is safe for participants and staff and staff are available.

21. 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
- the Participant disregards workplace health and safety requirements
- 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 14 days' notice for all services (other than for accommodation related services)
- For Supported Independent Living services, Fairhaven Services will provide a minimum of four (4) weeks' written notice of withdrawal or termination of services, in accordance with the NDIS Terms of Business for Registered Providers. This notice period is intended to allow adequate time for the Participant and the NDIA to identify, engage and transition safely to an alternative provider.
- Fairhaven Services will use its best endeavours to provide the maximum reasonable notice in all circumstances and will actively support the transition process

Compliance note: The NDIS Terms of Business for Registered Providers sets a minimum notice period of 14 days for provider-initiated withdrawal, with the expectation that a longer period will be provided where necessary to enable the Participant to arrange an

alternative provider. Fairhaven Services will use its best endeavours to provide the maximum reasonable notice in all circumstances.

22. Conflict of Interest

Fairhaven Services will act in the Participant's best interests to ensure they are informed, empowered, and able to maximise choice and control. Fairhaven Services has processes in place to manage any actual or perceived conflict of interest and to ensure all Participants are treated equally. Those processes are outlined in Fairhaven Services' policies and procedures regarding conflict of interest and are consistent with the NDIS Terms of Business for Registered Providers. If Fairhaven Services provides only Support Coordination to the Participant, the Participant does not have to choose Fairhaven Services for the delivery of other disability supports.

23. Feedback, Complaints and Incidents

Fairhaven Services welcomes all feedback as an opportunity to improve and encourages Participants to raise any feedback, concerns, or complaints they may have about the services or supports they receive. Fairhaven Services is committed to resolving complaints fairly, equitably, and as quickly as possible, in accordance with the principles of procedural fairness. All complaints and incidents will be managed in accordance with Fairhaven Services' Complaints and Incident Management policies and procedures and NDIS reporting requirements.

24. 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.

25. NDIS Audit Consent

All participants are automatically enrolled into NDIS audit processes (i.e. they may be contacted by the audit team for interviews, and/or have their files, records or plans reviewed to ensure compliance with the NDIS Practice Standards).

26. Acceptance of Service Agreement

On behalf of Fairhaven Services: Name: Position:**Click or tap here to enter text.**	**Click or tap here to enter text.** Name of Participant or Participant's Representative
……..……. Signature	……. Signature of Participant or Participant's Representative
Date	Date

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

Fairhaven Services will accept this document as signed, through an email or letter of acceptance from the Participant and/or Participant's Representative (clause 4).