



## **RelaxPlan Plan Management NDIS Service Agreement**

### **1. Parties to the Agreement**

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

Participant/Nominee of participant:	
Participant NDIS Number:	
Participant Date of Birth:	

### **2. AND The Provider - RelaxPlan**

**Registration Number - 4050087835**

This Service Agreement will commence on .....

for the period ..... to .....

## Support Coordinator / Nominee Details

Do you agree for us to discuss any payments and information with your support coordinator / nominee, if yes please provide their details below?

Name:	
Email:	
Contact Number:	

## Participant Contact Details

Contact Number:	
Email:	
Address:	

## 3. Purpose of Agreement

This Service Agreement is made for the purpose of providing Supports under the Participant's National Disability Insurance Scheme (NDIS) plan. A Support is a service, product, or equipment provided by the Provider under this agreement. The Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- (i) support the independence and social and economic participation of people with disability, and
- (ii) enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

## 4. Supply of Supports

A supply of Supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant’s NDIS Plan currently in effect under section 37 of the NDIS Act.

## 5. Schedule of Supports

The Supports provided under this Service Agreement are:

- Plan Management
- The maximum value of Participants Supports over the period of this service agreement is .....
- Additional expenses are the responsibility of the Participant or Participant’s representative and is not included in the cost of the Supports.  
The Provider must inform the Participant's Representative before accruing any costs in addition to what is set out in this Schedule of Supports.

## 6. Payments

The Provider will seek payment for their provision of Supports:

### Fees Schedule – Improved Life Choices

Support Item	Support Item Reference Number	Description	UOM	Price Limit
Plan Management and Financial Capacity Building – set up costs	14_033_0127_8_3	A one off (per plan) establishment fee for setting up of the financial management arrangements for managing of funding of supports.	EA	\$232.35
Plan Management – Financial Administration	14_034_0127_8_3	A monthly fee for the ongoing maintenance of the financial management arrangements for managing of funding of supports	MON	\$104.45

- Please note – any changes will be in accordance with NDIA Pricing Guide

## **7. Responsibilities of the Participant's Representative**

- Participant / Participants Representative agrees to:
  1. Be responsible for ensuring that Supports purchased under this agreement falls within the guidelines of the Participant's plan;
  2. Ensure there are sufficient funds in the Participant's budget to purchase the Supports requested;
  3. Treat the Provider with courtesy and respect;
  4. Keep the Provider informed of any changes in personal circumstances that may affect the delivery of Supports;
  5. Communicate with the Provider in a timely manner if the Participant has any concerns about the Supports being provided;
  6. Where the Support item requires an appointment with the service provider, that the Participant gives 24 hours' notice before cancelling any booked appointments;
  7. Give the Provider the required notice if the Participant seeks to end the Service Agreement; and
  8. Let the Provider know immediately if the Participant's NDIS plan is suspended or replaced, or the Participant stops being a qualified Participant in the NDIS.

## **8. Responsibilities of the Provider (RelaxPlan), The Provider agrees to:**

1. Provide all supports under this agreement as outlined in Clause 3, in a manner that is timely and meets the participant's needs;
2. Communicate clearly, openly, and honestly;
3. Treat the Participant and any of the Participant's representatives with courtesy and respect;
4. Consult the Participant on decisions regarding how Supports are provided;
5. Give the Participant information about managing any complaints or disagreements if required;
6. Listen to the participant's feedback and resolve problems quickly;
7. Protect the Participant's privacy and confidential information;
8. Advise the Participant of any delays in the delivery of Supports;
9. Provide Supports in a manner consistent with all relevant laws, including but not limited to 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
10. Keep accurate records on the Supports provided to the Participant and periodically issue tax invoices of the Supports delivered to the Participant

## **9. Service Provider Contact**

In case of any problems with the Supports delivered under this agreement, the Participant / Participant's Representative may contact:

- Belinda Macnab
- [enquiries@relaxplan.com.au](mailto:enquiries@relaxplan.com.au)
- 0482 175 343

## **10. Amending this Agreement**

Parties must inform other parties of any intent to modify this agreement within 30 days. Any changes to this Service Agreement, including Support provisions, must be in writing, signed, and dated by the Parties. Amendments not executed under the formalities in this clause will be considered null and void.

## **11. Terminating This Agreement**

Either of the Parties may end this Service Agreement by giving the other party 30 days notice.

Should the Participant decide to end this service agreement, the provider commits to supporting the Participant for this 30 day period.

If either party seriously breaches the Service Agreement, the requirement of notice will be waived.

## **Goods and services tax (GST)**

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

- 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;

- RelaxPlan Plan Management will pay GST as per specified in the National Disability Insurance Scheme Act 2013 (NDIS Act)

### **Disclaimer:**

RelaxPlan Plan Management information is provided in good faith, to the best of our knowledge and is considered to be correct at the time of communication, however, changes may affect this accuracy therefore RelaxPlan gives no assurance as to the accuracy of any information or advice given.

Any advice given by RelaxPlan outside of plan management advice shall be considered general in nature. RelaxPlan shall not be liable for any failure of, or delay in the performance of this service agreement for the period that such failure or delay is;

- a. Beyond the reasonable control of a party,
- b. Materially affects the performance of any of its obligations under this agreement, and
- c. Could not reasonably have been foreseen or provided against (eg. Government Acts prohibiting or impeding any party from performing its respective obligations under the Service Agreement contract) or (eg. prolonged lack of power supply).

Nothing in the RelaxPlan Service Agreement negates or diminishes the statutory guarantees regarding the supply of services the Participant/nominated representative receive under The Australian Consumer Law (Competition and Consumer Act 2010-Schedule2)

RelaxPlan takes in good faith the information provided by the Participant/nominated representative to be true and accurate, and that claims presented by RelaxPlan are a true reflection of goods and services provided to the Participant in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).

**Agreement signatures**

**The Parties agree to the terms of this Service Agreement**

\_\_\_\_\_  
Signature of participant and or participant's representative

\_\_\_\_\_  
Name of participant and or participants Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized person from provider

\_\_\_\_\_  
Name of authorized person from provider

Date \_\_\_\_\_