

Terms and Conditions

1. When an Agreement is made

These Terms and Conditions are read together with the Quote (**Quote Terms**). These Quote Terms are not binding on the parties until signed in the section called Service Agreement (**Service Agreement**) for a formal agreement to apply. Upon signing, the Service Agreement is made between:

- (a) Sunnyfield ABN 72 000 415 127, of 185 Allambie Road, Allambie Heights NSW 2100 (**Sunnyfield**); and
- (b) Participant or Participant's Representative named in the Service Agreement.

If the Participant's Representative signs the Service Agreement for a Participant, Sunnyfield must see evidence they are authorised to act for them.

2. Your choice and control

It is your right of choice and control over the services you receive. Please ensure the Quote Terms in your Service Agreement accurately reflects your choices before signing. If you have any concerns or questions or require any changes, please raise them with Sunnyfield.

3. Provision of supports and service bookings

Sunnyfield agrees to provide you with NDIS supports and/or fee-for-service supports described in the Quote up to the maximum value set out in the Quote.

For NDIS supports managed by the NDIA, Sunnyfield is authorised to make service bookings in the NDIS portal up to the maximum value set out in the Quote (including any NDIS price increases).

Sunnyfield may stop providing you with NDIS supports if funding is not available for any reason, including if your NDIS plan is suspended, if you stop being a participant in the NDIS, or if your NDIS plan allowances are used.

If the Service Duration on the Service Agreement specifies No End Date, or your NDIS plan is extended by the NDIA and you choose to continue to access support services, Sunnyfield may continue to provide support services and claim NDIS funding for those support services if your NDIS plan expires but you remain a NDIS participant.

Sunnyfield may invoice you for any costs not covered by the NDIA including, but not limited to, entry to events, transport costs, activity costs, etc.

4. NDIS Price and payment for support services

The quoted price of NDIS supports is aligned with the price limits set out in the NDIS Pricing Arrangements and Price Limits. If the price limit for any NDIS support is changed, Sunnyfield will be

entitled to charge that price from the effective date of any new NDIS Pricing Arrangements and Price Limits change.

Pursuant to the NDIS Pricing Arrangements and Price Limits:

- (a) Sunnyfield is compliant with the NDIA terms to use the Temporary Transformation Payment (TTP) conditional loading.
- (b) Sunnyfield will claim payment for allowable and provided non face-to-face supports and centre capital costs, either as a component of the quoted support, or as a separate item.
- (c) High Intensity services may vary to quoted services depending on staff availability and may be claimed using a different support item, and will not be more than is quoted.

Sunnyfield will claim payment for the provision of the NDIS supports in the Service Agreement after they have been delivered. For NDIS supports that are self-managed, and fee-for-service supports, Sunnyfield will send an invoice. Otherwise, Sunnyfield will claim payment directly from the NDIA or from your plan nominee or plan management provider.

If your funding is managed by a plan nominee or a plan management provider, you must provide relevant contact details to Sunnyfield before support services can commence. It is your responsibility to ensure you have sufficient funds available for the support services and that your plan manager pays all invoices in a timely manner.

If any NDIS supports are paid directly to you, they will be treated in the same way as self-managed supports. For example, if you receive NDIS funding for transport directly into your bank account, Sunnyfield will invoice you for the quoted transport services.

5. Sunnyfield will:

- (a) Treat you with courtesy and respect and communicate openly and honestly.
- (b) Consult with you about how and when support services are provided and undertake periodic reviews with you.
- (c) Give you a minimum of 24 hours' notice if Sunnyfield needs to change or cancel a scheduled appointment.
- (d) Collect information from you about your support needs and goals.
- (e) Share your information with key Sunnyfield staff, including internal auditors, as well as other external service providers in order to provide support services to you.
- (f) Make information accessible to you about feedback, complaints, privacy and your rights to advocacy.
- (g) Protect your privacy and confidentiality in line with Sunnyfield's Privacy Policy on its website.

(h) Provide support services to a professional standard and with appropriate care, skill and otherwise in a manner consistent with all relevant laws.

- (i) Keep accurate records and issue invoices and statements requested for support services provided to you.
- (j) Give you at least 14 days' notice in writing to end this Service Agreement (excluding Shared Independent Living (SIL) services)).
- (k) Update you of changes that effect your support services or are incorporated into your Service Agreement because of law or regulatory change.

6. You will:

- (a) Treat Sunnyfield with courtesy and respect and communicate openly and honestly.
- (b) Tell Sunnyfield about how you wish to receive support services to meet your needs and talk to Sunnyfield if you have concerns about the support services provided.
- (c) Tell Sunnyfield as soon as possible about any changes to your health, medication or personal care requirements, transport requirements or any other things that may affect the way Sunnyfield delivers support services to you.
- (d) Nominate an emergency contact person who is willing to be contacted at any time of day if an emergency arises and is willing and able to make decisions about you if necessary.
- (e) Sign any form required to give Sunnyfield authority to access information held by the NDIA about you if Sunnyfield needs that information to provide support services.
- (f) Tell Sunnyfield how your NDIS funding is managed or if the way your NDIS funding is managed changes.
- (g) Tell Sunnyfield immediately if your NDIS plan is suspended or changed, if you stop being a NDIS participant, or if your NDIS plan allowances are used up.
- (h) Pay all Sunnyfield invoices on time and make sure that adequate funds are available to meet any direct debit payment due to Sunnyfield.
- (i) Give Sunnyfield at least 14 days' notice in writing to end this Service Agreement (excluding SIL services).

7. Changes and cancellations

You may cancel your Services Agreement at any time noted in clause 5(i) noting that Sunnyfield may claim payment or invoice for scheduled support services cancelled at short notice, subject to the NDIS Pricing Arrangements and Price Limits rules.

Per the NDIS Pricing Arrangements and Price Limits, a cancellation is a short notice cancellation if you:

- (a) 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 the provider is travelling to deliver the support; or
- (b) Have given less than seven (7) clear days' notice to cancel a scheduled service.

If your support services are quoted as a Programs of Support, Sunnyfield will claim for all instances of support in the Programs of Support, subject to an exit notice period of 14 days.

8. Enquiries, feedback, complaints and disputes

For any enquiry relating to this Service Agreement including any questions relating to invoicing and payment, please contact the Commercial Manager on 1300 588 688 or email: myaccount@sunnyfield.org.au.

For any enquiry relating to the provision of support services, including any request to change or cancel a scheduled service, please contact your nominated Sunnyfield contact.

If you wish to give feedback or make a complaint about your service, please talk to the Service Manager/Coordinator, or send an email to: feedback@sunnyfield.org.au.

If you do not want to talk to Sunnyfield, you can contact, Stopline: Sunnyfield's independent whistle-blower service on 1300 304 550 or National Disability Insurance Agency on 1800 800 110 regarding booking disputes. For complaints about service quality, you can contact the NDIS Quality & Safeguards Commission on 1800 035 544.

More details regarding Sunnyfield's feedback system can be found at www.sunnyfield.org.au.

9. Goods and services tax

All prices for NDIS supports are inclusive of GST as is applicable. All prices for fee-for-service supports are inclusive of GST.

10. Other

Sunnyfield retains the right to amend the Services Agreement at any time, and bring material changes to your attention. If this happens, our new Terms and Conditions will be uploaded to our website at www.sunnyfield.org.au and apply from that time.