

Terms and Conditions

Provision of supports and service bookings

The attached Quote for Support Services forms part of the Terms and Conditions.

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

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 for Support Services (including any NDIS price increases). Sunnyfield is only obliged to provide you with NDIS supports if the service booking is accepted in the NDIS portal.

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 up. However, if the Service Duration on the Quote for Support Services specifies No End Date, then Sunnyfield may continue to provide support services and claim NDIS funding for those support services if your NDIS plan expires but you remain an NDIS participant.

Price and payment for support services

The price of NDIS supports is as set out in the NDIS Price Guide. The price of fee-for-service supports is the same as the price for the equivalent support in the NDIS Price Guide. If the price for any NDIS support is increased in the NDIS Price Guide then from the effective date of the new price guide Sunnyfield will be entitled to charge the increased price, whether delivered as an NDIS support or a fee-for-service support.

Sunnyfield will claim payment for the provision of the NDIS supports referred to in the attached Quote for Support Services after they have been delivered to you. For NDIS supports that are self-managed, and for fee-for-service supports, Sunnyfield will send you 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.

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 transport services that Sunnyfield agrees to provide as part of your NDIS supports.

You must pay all invoices within 14 days after the date of invoice. Sunnyfield may require that you enter into a direct debit agreement before continuing to provide support services to you.

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 confidentiality, and your rights to advocacy;
- (g) protect your privacy and confidentiality in line with Sunnyfield's Privacy Policy (Sunnyfield may be required to disclose personal or confidential information by law¹);
- (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 regular invoices and statements about support services provided to you; and
- (j) give you at least 28 days' notice in writing to end this agreement.

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 that 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 in order to provide support services to you;
- (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 participant in the NDIS, 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; and
- (i) give Sunnyfield at least 28 days' notice in writing to end this agreement.

Changes and cancellations

You must notify Sunnyfield before 3pm the day before support services are to be provided to change or cancel an appointment.

If the support services are provided on a Sunday or Public Holiday, you must notify Sunnyfield before 3pm on the last working day (of the service providing the support) prior to the Sunday or Public Holiday.

If notification is not provided within these time frames, Sunnyfield may claim payment or invoice

for the support services that were scheduled to be provided (including transport), up to the NDIA maximum allowable amount and instances per year.

If you repeatedly fail to provide notice, Sunnyfield may suspend or stop providing support services to you.

Enquiries, feedback, complaints and disputes

For any enquiry relating to this agreement including any questions relating to invoicing and payment, please contact the Client Commercial Officer 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 service booking, please contact your Service Manager whose name and contact details will be advised from time to time.

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

If you do not want to talk to Sunnyfield, you can contact the 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.

Goods and services tax

All prices for NDIS supports are inclusive of GST, if applicable. For the purposes of GST legislation, you agree that:

- (a) a supply of NDIS supports 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; and
- (b) your NDIS plan is expected to remain in effect during the period the supports are provided.

All prices for fee-for-service supports are inclusive of GST.

¹ Refer to Sunnyfield's Privacy Policy for more details on what information we may collect from you and how it may be shared. By signing this Agreement you agree to provide such information as is reasonably necessary for Sunnyfield to provide support services to you. This will vary depending on the type of support service you are seeking from Sunnyfield.

Please check this box if you do not consent to Sunnyfield collecting and using your image for marketing purposes.