

DISCLOSURE STATEMENT FOR NDIS PLAN SERVICE AGREEMENT

- 1 Ongoing delivery of Supports/Services (as defined in the Agreement) depends on how much funding is included in the Participant's NDIS plan.
- 2 Regarding cancellations, you must contact us for cancellation of any support seven clear business days before the date the services are scheduled to be provided; or
- 3 Regarding cancellations, if you do not cancel the Supports/Services within the appropriate time frame above, 100% of the applicable fees will be incurred in accordance with our Flagstaff's NDIS Cancellation and No Show Policy.
- 4 We will claim payment from NDIA or send you an invoice depending on your NDIS plan after providing the Supports. If you self-manage your NDIS plan and payment of an invoice is outstanding, no further Supports can be delivered until the outstanding amount is paid (*clause 8*).
- 5 If the Participant changes his or her residential address, the Participant must provide two days' notice in writing to us in order for us to accommodate delivery of the Supports/Services to the new residential address where applicable. If the Participant moves out of the areas in which we provide the Supports/Services, we reserve the right to terminate the Agreement.
6. If the Delivery of the Services is delayed:
 - (a) we shall not be liable for late delivery or delay in delivery; and
 - (b) the delay does not give you the right to cancel the scheduled Services or terminate this Service Agreement without consultation and/or mutual agreement.
7. All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to this Service Agreement, that are not contained in it, are excluded to the fullest extent permitted by law.
8. No warranty is given by Flagstaff and it will not be liable for:
 - (a) interference with any of the Services for which Flagstaff is not responsible;
 - (b) any damage or Loss caused by you (the Participant) or any third party; or
 - (c) Loss caused by any factors beyond Flagstaff's control
9. Flagstaff will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by the Participant or any other person resulting from any act or omission by Flagstaff (including breach, termination or non-observance of the terms of this Service Agreement)
10. Our total liability in relation to providing our Services is limited to:
 - (a) the supply of the Services again; or
 - (b) the payment of the cost of having the Services supplied again

HARD COPIES OF THIS DOCUMENT CANNOT BE REFERRED TO OR RELIED UPON FOR CURRENT CONTENT OR ACCURACY

Reviewed & Authorised for Use By: Executive Manager Life Choices

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Page 1 of 2

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11. If you fail to comply with the terms in the Agreement and, as a result, cause Flagstaff and/or its employees to incur damages, Losses, costs and expenses (including legal costs) you will be liable to pay such costs to Flagstaff and/or its employees.
12. You may need to pay additional amounts if certain Supports are not included in the Participant's NDIS plan (including, for example, entrance fees, event tickets, meals).
13. Once the NDIS Plan is implemented and/or active, if either party wishes to end the Agreement they must give to the other party not less than three weeks' prior notice of that termination, however if either party seriously breaches the Agreement the requirement of notice will be waived and the innocent party may terminate the Agreement immediately by giving written notice of termination to the other party (clause 15).
14. NDIS Cancellation and No Show Policy (Policy) applies to this Agreement. In the event of:
 - (a) an Adequate Notice Cancellation (as defined in that Policy), no amount will be incurred;
 - (b) a Short Notice Cancellation (as defined in the Policy attached), 100% of the agreed fees will be incurred; and
 - (c) a No Show, 100% of the agreed fees will be incurred.