

## TERMS AND CONDITIONS FOR NDIS PLAN SERVICES -Preparation and Delivery of Meals-

Where used in this document, the term 'Service' means the preparation and delivery of meals.

Where a person has the above Service provided as a NDIS funded support, and where the Flagstaff Group Ltd ("Flagstaff") is providing the Service, then the following Terms & Conditions apply:

1. Provision of the Service is subject to you having an approved NDIS Plan that includes funding for the Service and a Flagstaff Service Agreement has been signed by you approving the provision of the Service.
2. Your NDIS Plan and subsequent funding pays for the cost of the Service only.
3. Flagstaff will charge and require a co-payment from you for the ingredients used to prepare the meals when providing the service.
4. Any co-payment from you for the ingredients used to prepare the meals when providing the service will be invoiced separately
5. Delivery of this Service is conditional upon any co-payment for ingredients being made.
6. Delivery of this service occurs when we Flagstaff delivers the meal(s) to you at the place specified by you.
7. Delivery of meals must be accepted for by the Participant or someone on behalf of the Participant.
8. Meals cannot be picked up from Flagstaff.
9. If delivery is unable to be completed due to the Participant or someone on behalf of the Participant not being at the specified delivery address and not answering the door to receive meals, this is deemed to be a "No Show" and under the NDIS Cancellation & No Show Policy and full fees will be incurred and are payable by the Participant.
10. A second delivery can be requested but subject to a charge for the full amount of the delivery and preparation of the meals.
11. If the second delivery is unable to be completed due to nobody being home or answering the door to receive meals, the delivery will be returned to Flagstaff for a period of three days. This is also deemed to be a "No Show" and the provisions of the Flagstaff NDIS Cancellation and No Show" Policy will apply.
12. If the Participant or someone on behalf of the Participant does not contact Flagstaff within three days from the date of the second attempted delivery to arrange a delivery date, the meal will be returned to stock, and the Participant will not be able receive delivery of that meal.
13. The Participant acknowledges and accepts that Flagstaff has provided the Participant with a copy of the NDIS Cancellation & No Show Policy.
14. All risk in the meals passes to you upon the delivery of the meals in accordance with this clause 6.
15. Flagstaff can elect to terminate (end) the provision of the Service in circumstances where the Participant has not complied with any requirements outlined in these Terms & Conditions.

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

Reviewed & Authorised for Use By: Flagstaff Food Services Manager

Version No:

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Last Review Date:

02 August 2022

Next Review Date:

August 2023

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