

## NDIS Service Agreement

### 1. Parties

Client First Name:

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Client Surname Name:

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Client Date of Birth: .....

NDIS Number: .....

A participant in the National Disability Insurance Scheme (client), and is made between:

Client Representative Full Legal Name:

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.....  
.....  
.....

Practice Name: .....

Date: .....

## **2. The NDIS and this Service Agreement**

This Service Agreement is made for the purpose of providing Non-face-to-face Therapeutic Supports as a registered counsellor under the clients NDIS plan.

A copy of the clients NDIS Plan is/is not attached to this Service Agreement. The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- support the independence and social and economic client of people with disability; and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.
- NDIS plan to be provided to Forge Clarity

## **3. Schedule of Supports**

Forge Clarity agrees to provide the client Therapeutic Supports services. The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports. Additional expenses (i.e. things that are not included as part of a client NDIS supports) are the responsibility of the client / clients representative and are not included in the cost of the supports.

#### 4. Forge Clarity Responsibilities

Forge Clarity agrees to:

- review the provision of supports at least annually with the client;
- once agreed, provide supports that meet the client's needs at the client's preferred times;
- communicate openly and honestly in a timely manner;
- treat the client with courtesy and respect;
- consult the client on decisions about how supports are provided;
- give the client information about managing any complaints or disagreements and details of Forge Clarity cancellation policy;
- listen to the client's feedback and resolve problems quickly;
- give the client a minimum of 24 hours notice if Forge Clarity has to change a scheduled appointment to provide supports;
- give the client the required notice if Forge Clarity needs to end this Service Agreement (see "Ending this Service Agreement" below for more information);
- protect the client's privacy and confidential information;
- provide supports in a manner consistent with all relevant laws, including the *NDIS Act 2013* and Rules, and the Australian Consumer Law;
- keep accurate records on the supports provided to the client; and
- will issue invoices and statements of the supports delivered to the participant as per the *NDIA Terms of Business for Registered Providers* as requested.

## 5. Responsibilities of Client / Client Representative

The client / client representative agrees to:

- Inform Forge Clarity about how they wish the supports to be delivered to meet the client needs;
- Treat Forge Clarity workers with courtesy and respect;
- talk to Forge Clarity if the client has any concerns about the supports being provided;
- give Forge Clarity the required notice if the client cannot make a scheduled appointment, noting that if the notice is not provided, Forge Clarity cancellation policy will apply;
- give Forge Clarity the required notice if the client needs to end this Service Agreement (see 'Ending this Service Agreement' below for more information); and
- let Forge Clarity know immediately if the client NDIS plan is suspended or replaced by a new NDIS plan, or the client stops being a participant in the NDIS.

## 6. Payments

Forge Clarity will seek payment for their provision of supports after the supports have been delivered.

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Self Managed - The client / client representative has chosen to self-manage the funding for NDIS support provided under this Service Agreement. After providing those supports, Forge Clarity will send the client / client representative an invoice for those supports for the client / client representative to pay. The client / client representative will pay the invoice by direct debit / EFT within 7 days.

In regards to Forge Clarity the bank details for payments are:

Bank Payment Process - BSB: 032 - 067 Account Number: 816 377 Name: Forge Clarity  
PTY LTD.

☐ NDIA Managed - The client has nominated the NDIA to manage the funding for support provided under this Service Agreement. After providing those supports, Forge Clarity will claim payment for those supports from the NDIA.

☐ Plan Managed - The client has nominated the Plan Management Provider to manage the funding for NDIS support provided under this Service Agreement. After providing those supports, Forge Clarity will claim payment for those supports from.

Plan Manager Provider Full Legal Name:

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Plan Manager Email Address: .....

Start Date: .....

## **7. Changes to this Service Agreement**

If changes to the supports or their delivery are required, the parties agree to discuss and review this Service Agreement. The parties agree that any changes to this Service Agreement will be in Writing, signed and dated by the parties.

## **8. Ending this Service Agreement**

Should either party wish to end this Service Agreement they must give two weeks notice. If either party seriously breaches this Service Agreement the requirement of notice will be waived. If unsure, review the Cancellation and Non-Attendance Policy for NDIS Clients.

Document located at: <https://forgeclarity.com.au/documents>

## **9. Feedback, Complaints and Disputes**

If the client wishes to give Forge Clarity feedback or is not happy with the provision of supports and wishes to make a complaint, the participant can talk to Tegan Elza Banks via

[info@forgeclarity.com.au](mailto:info@forgeclarity.com.au) and via our website anonymously via:

<https://forgeclarity.com.au/documents>

## **10. 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 NDIS Act, in the client's NDIS Plan currently in effect under section 37 of the NDIS Act;
- the client's NDIS Plan is expected to remain in effect during the period the supports are provided; and

- the client / client representative will immediately notify the provider if the client's NDIS Plan is replaced by a new plan or the client stops being a participant in the NDIS.

## **11. Cancellation Policy**

At Forge Clarity we value consistent and high quality intervention. If you need to cancel an appointment it is recommended it occur before opening hours the day before your appointment to avoid a cancellation fee. Where Forge Clarity cancels a support due to operational reasons, the service will be rescheduled at no penalty to either party. Where multiple cancellations or no shows occur in a row for four sessions in a row, Forge Clarity will initiate contact with the family and their support network to establish the supports we are providing are best suited to the family dynamics and the needs of the individual. Forge Clarity reserves the right to implement cancellation policies put in place by the NDIS such as their Pricing Arrangements and Price Limits.

As of the 2025-2026 NDIS Pricing Agreements and Pricing Limits page 27-28 cover cancellation policy as thus:

### **4.1 Short Notice Cancellation**

Where a provider has a Short Notice Cancellation (or no show), they can claim up to 100% of the agreed fee associated with the activity from the participant's plan, subject to the NDIS Pricing Arrangements and Price Limits and the terms of the service agreement with the participant. Providers can only claim from a participant's plan for a Short Notice Cancellation of the delivery of a support item to the participant if all of the following conditions are met:

Short Notice Cancellation – 2 clear business days

- This policy typically applies to non-DSW supports where a participant has provided less than two (2) clear business days' notice of cancellation for a support, or if a participant does not show up for a scheduled support within a reasonable time or is not present at the agreed place within a reasonable time when the provider is travelling to deliver the support.
- The NDIS Pricing Arrangements and Price Limits document indicates that providers can claim for a Short Notice Cancellation – 2 clear business days, in respect of that support item.
- Providers may choose to waive the short notice cancellation fee at their discretion (this may relate to the individual circumstances of the participant) or offer better terms of a notice period from their own policies.
- The provider was not able to find alternative billable work for the relevant worker and, if not a sole trader/partnership, are required to pay the worker for the time that would have been spent providing the support
- Providers should document the terms of short notice cancellations policies in participant service agreements.

#### Short Notice Cancellation – 7 days

- This policy typically applies to DSW supports where a participant has provided less than seven (7) days' notice of cancellation for a support for a support, or if a participant does not show up for a scheduled support within a reasonable time or is not present at the agreed place within a reasonable time when the provider is travelling to deliver the support.
- The NDIS Pricing Arrangements and Price Limits document indicates that providers can claim for a Short Notice Cancellation - 7 days, in respect of that support item.
- The provider was not able to find alternative billable work for the relevant worker and, if not a sole trader/partnership, are required to pay the worker for the time that would have been spent providing the support
- Providers may choose to waive the short notice cancellation fee at their discretion (this may relate to the individual circumstances of the participant) or offer better terms of a notice period from their own policies
- Providers should document the terms of short notice cancellations policies in participant service agreements. For supports delivered to a group of participants, if a participant cancels their attendance and if the provider is unable find another participant to attend the group session in their place then, if the other requirements for a Short Notice Cancellation are met, the provider is permitted to bill the participant who has made the short notice cancellation at the previously agreed rate that they would have billed if the participant had attended the group session. All other participants in the group should also be billed as though all participants had attended the group.

(Page 26 of the NDIS Pricing Arrangements and Price Limits 2025-26)

Forge Clarity reserves the right to charge:

- Support Item: 01\_741\_0128\_1\_3 (Therapy Supports)
- Charge: Up to 100% of scheduled service cost
- Typical NDIS Rate: Same as the service rate for the missed appointment
- Forge Clarity Rate: \$190/h or \$380 for 2 hour sessions.

#### 4.2 Non-Attendance (Failure to Attend)

When Applicable: Client does not attend and provides no notice and or notice within an un-reasonable time frame. For example 10 minutes before or into session time.



Where a participant stops attending an agreed program of support but does not provide a notice, a provider may only continue claiming for a total of four (4) consecutive weeks from when the participant stopped attending. This is considered an unplanned exit. A provider is not able to continue to claim past four (4) consecutive weeks of non-attendance, unless the participant notifies the provider during that period that they wish to continue in the Program of Support. Providers who offer programs of support must enter into an agreement with each participant specifying the program of support, including its length, exit rules and intended outcomes. These agreements must be consistent with the NDIS Pricing Arrangements and Price Limits. In particular, providers cannot pre-claim for programs of support. Each instance of support in the program of support has to be delivered before the provider can claim for that instance of support.

- Support Item: 01\_741\_0128\_1\_3 (Therapy Supports)
- Charge: Up to 100% of scheduled service cost
- Typical NDIS Rate: Same as the service rate for the missed appointment
- Forge Clarity Rate: In accordance with current NDIS Non-Attendance guidelines

#### 4.3 Reasonable Notice Cancellation

When Applicable: 2 or more clear business days' notice

- Charge: No cancellation fee (when notice given within 2 or more business days)
- Rescheduling: Available at no additional cost (when notice given within 2 or more business days)

We recommend that you review the NDIS Claiming and Pricing Limits document:  
<https://forgeclarity.com.au/documents> and or check the NDIS website for the latest version.

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I have read and understand the cancellation policy.

## 12. Contact Details

The Client Representative can be contacted on:

Client Representative Full Legal Name:

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Alternative Contact Person:

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Address:

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Phone:.....

Email Address of Client

Representative:.....

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Forge Clarity can be contacted on:

Name: Tegan Elza Banks

Mobile: 04 50 20 53 70

Email: [info@forgeclarity.com.au](mailto:info@forgeclarity.com.au)

Postal Address: 63/3 Wulumay Close Rozelle NSW 2039

### **13. Schedule of Supports**

I/we agree to pay for treatment/ therapy sessions provided by Forge Clarity through claiming against the National Disability Insurance Scheme (NDIS) service plan. Working with the NDIS we have been allocated therapeutic support funding for the service year.

Start Service Date:

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Finish Service Date:

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The Provider agrees to provide the client therapeutic support services for the duration of the agreement at the scheduled rate. These include;

- Therapeutic Supports assessment and treatment
- Clinically relevant communications including phone calls/written programs/communication with other health professionals (any task that takes more than 10 minutes will be invoiced)
- Attendance at team meetings/case conferences
- Any reports, forms or letters as required by the NDIS or requested by the client / client representative
- Cancellation charges for late notice or no show appointments

Forge Clarity reserves the right NOT to provide service or to cancel any future appointments for the client if you do not have sufficient funds in your plan or the plan expires. Any service fees not met by NDIS will be covered by your client / client representative.

#### Frequency of Support

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Weekly

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Fortnightly

☐

Monthly

☐

As Scheduled:.....

#### Where the Support will be Provided

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Phone Call

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Text

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Zoom

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Google Meet

Teams

The total funding claimed by this service over the period of this service agreement will be:

Hours

At the scheduled rate of:

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Total Funding:

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#### Price & Payment Information

Therapeutic Supports provided in a non face-to-face setting will be charged at the NDIS recommended rate of \$190 AUD for 60 minute Regular Session bookings and \$380 AUD for 2 hour Urgent Session bookings.

#### **14. Agreement Signatures**

The parties understand and agree to the terms and conditions of this Service Agreement.

Signature of the Client Representative (if applicable the client's signature):

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Name of Client Representative (if applicable the client's signature):

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Signed Date:

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