

Terms of Agreement

1. Purpose of this Agreement

- (a) The purpose of this Agreement is to document a personalised and self-directed support arrangement between Supportive Care Australia and you. Please ensure your details and those of your Representative (if any) are accurately set out above.
- (b) This Agreement is made in accordance with the rules and the goals of the NDIS and for the purpose of providing the Services to you in accordance with your Plan.
- (c) This Agreement is made in the context of the NDIS, which is a scheme that aims to:
 - (1) support the independence and social and economic participation of people with disability, and
 - (2) enable people with disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

2. Definitions and interpretation

2.1 Definitions

In this Agreement:

Agreement means this agreement and includes any schedules and annexures.

Supportive Care Australia, us or we means Supportive Care Australia Pty Ltd ABN 44 645 886 344.

Client or you means the NDIS participant as identified on page 1 of this Agreement.

Commencement Date means the date on which you sign this Agreement.

Key Management Personnel means Janice Woudwyk and other Key Management Personnel involved in Supportive Care Australia from time to time.

NDIA means the National Disability Insurance Agency, which runs the NDIS.

NDIS means the National Disability Insurance Scheme as established by the NDIS act.

NDIS Act means the National Disability Insurance Scheme Act 2013 (Cth) (as amended or replaced from time to time).

NDIS Rules means any rules or other legislative instruments made under the) NDIS Act.

Other Support Services means services and supports delivered to you by other service providers including health care and allied health providers.

Personal Support means the class of support referred to as assistance with daily personal activities in the NDIS.

Plan means the written Plan developed with you and on your behalf by the National Disability Insurance Agency or their delegate (for example, your Local Area Coordinator).

Principal means Janice Woudwyk.

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Services means the services and support you agree for us to provide and we agree to provide to you, following the process set out in clause 4(a).

Subject to a Significant Risk Factor means a Client that is living at home alone and is not receiving, from any other provider, Other Support Services that involves regular, face-to-face contact with the Client and one or more of the following applies:

- (a) the Client or the Client's plan indicates that the Client has limited or no regular, face-to-face contact with relatives, friends or other people with whom the Client is well-acquainted;
- (b) without the assistance of another person the Client has limited or no physical mobility;
- (c) the Client uses equipment to enable them to be physically mobile or to facilitate their physical mobility;
- (d) without the assistance of another person the Client has limited or no ability to communicate with others; or
- (e) the Client uses equipment to enable or facilitate communication with others, including to enable or facilitate the use of a phone or other device.

Worker means any worker providing support or services to you.

2.2 Interpretation

In this Agreement:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to a party is a reference to a party to this Agreement and includes a reference to that party's successors and permitted assigns; and
- (d) the term 'including', 'e.g.', 'such as', 'particularly' or any similar expression is not used as, nor is intended to be interpreted as, a term of limitation.

3. Commencement and Review

- (a) The Agreement commences on the Commencement Date and will continue until either you or Supportive Care Australia terminates it in accordance with clause 13.
- (b) The terms of this Agreement will be reviewed on the Review Date specified above.

4. The Services we provide

- (a) You, your Representative and Supportive Care Australia will work together to determine the specific Services that we can provide to you to meet your goals. Through your client intake form, initial consultation(s) with us, this Agreement and the support planning process, we will agree upon the specific Services, appointment times, locations and staff members that will provide the Services. We will set out the Services we agree to provide to you in writing (usually in the form of the Services and Supports Schedule).
- (b) The Services can be adjusted and adapted in consultation with us, as your needs, goals and preferences change.

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- (c) If your Plan details differ from the details recorded in the NDIS portal, Supportive Care Australia will provide the Services to you according to the details in the NDIS portal.

- (d) You and your Representative agree to:
 - (1) Supportive Care Australia assessing and reviewing your Plan;
 - (2) Supportive Care Australia discussing your Plan with the NDIA and its contractors (e.g. Local Area Coordinators);
 - (3) Supportive Care Australia discussing your Plan with service providers providing the Other Support Services;
 - (4) Supportive Care Australia claiming any travel time and travel costs when travelling to meet you, from your NDIS funds, to the extent we are entitled to under the NDIS Rules and applicable laws;
 - (5) Supportive Care Australia claiming for Non-Face-to-Face supports, to the extent we are entitled to under the NDIS Rules and applicable laws;
 - (6) Supportive Care Australia claiming for NDIA Requested Reports supports, to the extent we are entitled to under the NDIS Rules and applicable laws;
 - (7) Supportive Care Australia providing you with the Services in line with the terms set out in this Agreement (as updated from time to time) and your support plan;
 - (8) if required for random auditing purposes, be interviewed and have your records reviewed by third party accreditation, auditors and legislative bodies; and
 - (9) the terms of Supportive Care Australia's Policies.

5. Your consent to Services

- (a) Your informed consent is required for the Services provided by Supportive Care Australia. If the Client is a child, consent also needs to be provided by a parent or legal guardian (i.e. your Representative).
- (b) You may withdraw your consent for any specific Service at any time, and the specific Service will cease immediately.
- (c) The Services are designed to be effective and safe, however like any treatment, therapy or service, there are benefits and risks. Supportive Care Australia staff working with you will discuss any foreseeable risks prior to providing any Service or administering any treatment, therapy or service (as applicable).
- (d) Supportive Care Australia staff may ask personal questions relating to your individual goals and circumstances. The more information you provide, the more effective the Services will be. However, it is your choice as to what information you choose to provide.
- (e) It may be necessary for the Supportive Care Australia staff to make physical contact with you for the purpose of providing the Services. Consent will be achieved through signing this Agreement, with implied consent being assumed for the duration of the Agreement (until you tell us otherwise).

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- (f) The risks related to some Services can increase when Supportive Care Australia is not aware of certain facts. Please inform our staff if you have any of the following:
- (1) a heart condition impacting engagement in physical activity
 - (2) seizures
 - (3) severe respiratory conditions e.g. asthma
 - (4) severe allergies
 - (5) severe phobias
 - (6) absconding (running away, running onto busy roads, etc.).
- (g) By agreeing to receive the Services, you further acknowledge the following:
- (1) assessment and screening may be undertaken and any records taken will be kept in your confidential client file in accordance with the relevant privacy laws;
 - (2) video, photo, written records and work samples may be taken, and if taken will be kept in a confidential client file in accordance with the Privacy and Dignity Policy; and
 - (3) With prior permission and consent, the NDIA, local area coordinators and providers that provide Other Support Services may be contacted to discuss your Plan to gather further information and understanding of and otherwise support your individual circumstances and goals.

6. Fees for Services

- (a) Supportive Care Australia will charge you for the Services and you must pay for the Services we provide to you.
- (b) Additional expenses (i.e. things that are not funded under your Plan) are your responsibility and to be paid by you.
- (c) The prices for the specific Services that we provide to you are set out in the [NDIS Price Guide](#). All prices are subject to change when the NDIS Price Guide changes. The prices we charge you will be automatically adjusted to reflect the prices outlined in the most up to date NDIS Price Guide and the specific Services we perform.
- (d) Without limiting the generality of this clause, if we are entitled to do so under the NDIS Rules and applicable laws, you agree that Supportive Care Australia may charge you an establishment fee for personal care/participation Services which we provide to you with your agreement, if we assist you with:
- (1) the design or implementation of your NDIS Plan; and
 - (2) are to deliver a minimum of 20 hours per month of personal care/community access support.
- (e) Where Services are included or funded under your Plan to enable you to pursue recreational activities and engage in the community (e.g. for activities associated with your disability and goals /such as camps, vacation and outside school hours' care, course or membership fees), to the extent we are

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entitled to do so under the NDIS Rules and applicable laws, you agree that funded hours under your Plan may be converted to a fee and claimed by Supportive Care Australia for these purposes.

- (f) Where Services are included or funded under your Plan include assistance to access community, social and recreational activities and such assistance is to be provided in a group setting, to the extent we are entitled to do so under the NDIS Rules and applicable laws, you agree that in order for Supportive Care Australia to meet the increased capital costs for centre-based group care associated with delivering care in a facility, we may charge you an additional allowance (charged to you at \$2 per hour).
- (g) Where we are entitled to do so under the NDIS Rules and applicable laws, we may charge you for shadow shifts if you have complex individual support needs that are best met by introducing a new worker to you before it is reasonable that they commence providing Services independently. These may be considered appropriate where your specific individual support needs include:
 - (1) Very limited communication;
 - (2) Behaviour support needs; and/or
 - (3) Medical needs/procedures such as ventilation or home enteral nutrition.

Where the individual would require shadow shifts to assist with the introduction of new workers, and this is the desired method by the participant or their family, a claim for up to 6 hours of weekday support per year will be claimed.

- (h) This support item is for the preparation and delivery of food to participants who are unable to do this themselves and are not in receipt of other support that would meet the same need.
- (i) Where we are required to prepare meals for you, the cost of the food itself is not covered by your Plan however, there will be a cost for the provision of our Services. The cost will vary based on the number of meals prepared and the deliveries required and charged at an hourly rate.

7. Payments

Supportive Care Australia will be paid in respect of Services provided to you by one or a combination of the below payment methods:

- (a) **(Self-managed)** If you have chosen to self-manage the funding/payment for the Services, after we provide the relevant Services (or part thereof), Supportive Care Australia will send you an invoice for those Services for you to pay. You must pay the invoice within seven (7) days of the date of the invoice;
- (b) **(Managed by Plan nominee)** If your nominee (i.e. the participant's nominee) manages the funding/payment for the Services, after we provide the relevant Services (or part thereof), Supportive Care Australia will send your nominee an invoice for those Services for your nominee to pay. Your nominee must pay the invoice within seven (7) days of the date of the invoice;
- (c) **(NDIA managed)** If you have nominated the NDIA to manage the funding/payment for the Services, after we provide the relevant Services (or part thereof), Supportive Care Australia will claim payment for those Services from the NDIA; and
- (d) **(Managed by a registered plan management provider)** If you have nominated a Plan management provider to manage funding/payments for the Services, you will need to provide their details to us and

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after we provide the relevant Services (or part thereof), Supportive Care Australia will claim payment for those Services from the plan management provider.

- (e) In the event that you are managed by a Plan nominee are NDIA managed or managed by a registered plan management provider, you agree that in the event we are unable to obtain payment for such Services provided to you from those persons, you must pay or cause to be paid when due and payable, all amounts due and payable to us for Services provided to you.

8. Your rights and our responsibilities

8.1 General

During the term of this Agreement, Supportive Care Australia will:

- (a) act with respect for your individual rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions.
- (b) respect your privacy.
- (c) respect your right to intimacy and sexual expression.
- (d) provide Services in a safe and competent manner with care and skill.
- (e) act with integrity, honesty and transparency.
- (f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of Services.
- (g) take all reasonable steps to prevent and respond to all forms of violence against, and exploitation, neglect and abuse of, people with disability.
- (h) take all reasonable steps to prevent and respond to sexual misconduct.
- (i) arrive at the location where the Services are to be provided at the appointment time, ready to deliver the Services.
- (j) provide the Services in a way that is consistent with all applicable laws, including the NDIS Act and the NDIS Rules, the National Privacy Principles and the Australian Consumer Law.
- (k) treat you with dignity and respect at all times and value your legal and human rights, including your right to make informed choices concerning the Services to be provided to you.
- (l) make reasonable efforts to involve you in selecting your workers, including the preferred gender of workers, if we are providing personal care support to you.
- (m) where you have specific needs which require monitoring and/or daily support, workers providing support to you are appropriately trained and understand the Client's needs and preferences.
- (n) notify you about changes to appointment times and other changes to the delivery of Services.
- (o) with your reasonable assistance, provide a safe and comfortable space for the delivery of the Services.
- (p) If required, provide you with a photo of your Workers to ensure they are easily identifiable to you.

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- (q) treat your information as private and confidential.
- (r) provide timely invoices and statements for the Services.
- (s) communicate openly, honestly and promptly with you.
- (t) keep accurate and up-to-date records of all the Services provided to you.
- (u) make contact with the NDIA about your Plan when necessary.

8.2 Advocacy

Supportive Care Australia understands that you may wish to have your rights and concerns represented in the course of service delivery. As a Client you have a right to be represented by an advocate at any time and we encourage the use of advocates during the assessment and planning process; advocates can be a family member, friend, medical practitioner or from an advocacy body.

We can assist you to access the services of an advocacy body and provide a list of advocacy bodies upon request.

8.3 Clients Subject to a Significant Risk Factor

For any Client that is Subject to a Significant Risk Factor, during the term of this Agreement, Supportive Care Australia must:

- (a) not allow Personal Support to be provided by a sole Worker to a Client unless Supportive Care Australia has:
 - (1) assessed whether the Client is Subject to a Significant Risk Factor; and
 - (2) has entered into a written services agreement with the Client (which may be in the form of this agreement); or
 - (3) has prepared a proposed version of a written services agreement (which may be in the form of this agreement) to enter into with the Client and has made all reasonable efforts to enter it with the Client and provided a copy of it to the Client.
- (b) document its assessment of the risk factors the Client is subject to including whether the Client is Subject to a Significant Risk Factor;
- (c) as soon as reasonably practicable after completing the assessment, provide a copy of the assessment to the Client;
- (d) place a copy of the assessment in Supportive Care Australia's file relating to the Client;
- (e) as soon as practicable after Supportive Care Australia becomes aware of any change in circumstances that may have a significant impact on the provision of personal support to the Client:
 - (1) update the assessment to take account of the change;
 - (2) provide a copy of the updated assessment to the Client; and
 - (3) place a copy of the updated assessment in Supportive Care Australia's file relating to the Client.

8.4 Matching a Worker with a Client

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- (a) Supportive Care Australia recognises the significance of matching the right Worker to meet your needs and achieve your goals.
- (b) We consider a number of factors such as personality, language, culture and skill requirements and if you are Subject to a Significant Risk Factor, such risk factor(s) when working with you to make this assessment.
- (c) We value your views and if you have a preference in respect of one or more Worker(s). We do our best to accommodate that preference. Our ability to accommodate that preference depends on whether that Worker is qualified and competent to meet your needs and achieve your goals based on your personal circumstances and the Worker's availability and suitability to assist you.
- (d) We encourage and support you to be involved in the process of matching your needs with the right Worker and value your opinion. We can also support you to access an advocate of your choice to support you in this process.

8.5 Monitoring and Supervision

- (a) Supportive Care Australia will supervise and monitor the performance of the Worker to ensure their performance is consistent with this agreement and your safety and well-being.
- (b) The Worker's supervisor or an independent person will be engaged for this purpose to, as far as practicable, visit your home, to undertake in-person supervision of the Worker,
- (c) The frequency at which we will undertake the in-person supervision of the Worker will be agreed with you including the means by which we will communicate with you, which must include (as far as practicable) face-to-face communication with you in your home at an appropriate frequency. These communication means and monitoring frequency is documented above
- (d) To assist in fulfilling our monitoring and performance obligations, if providers of Other Support Services are engaged by you, we will engage with providers who may be involved in providing Other Support Services to you in your home or in supporting you to access community based activities by phone, video conference or in-person at the monitoring frequency documented above.

8.6 Risk Management

If you are Subject to a Significant Risk Factor, Supportive Care Australia will ensure:

- (a) there is a documented plan for supervision of your Worker that is appropriate having regard to your risk factors and the plan is implemented;
- (b) all of Supportive Care Australia's key management personnel receive regular reports in relation to the care and skill with which Personal Support is being provided to the Client by the Worker, with the regularity of the reports being appropriate having regard to your risk factors; and
- (c) appropriate action is taken by Supportive Care Australia, without any unreasonable delay, to address any concerns identified in those reports.

8.7 Emergency and Disaster Management

- (a) In the event of any unavoidable changes to the provision of supports to you due to an emergency or disaster occurring, such that the regular Worker providing supports to you is unavailable, we will follow the following care continuity plan to ensure that supports continue to be delivered to you:

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- (1) **Step 1** - We will attempt to find a suitably qualified and/or experienced Worker at Supportive Care Australia to fill in on a temporary basis to provide support to you while your regular Worker is absent.
 - (2) **Step 2** (should Step 1 be or become unworkable) - engage an external agency (such as Drake or Mabel) to provide short term assistance or otherwise recruit for the role.
 - (3) **Step 3** (should the unplanned absence become permanent) - Recruit a new Worker to act in the role.
- (b) Where changes or interruptions are unavoidable, we will explain and agree with you.
- (c) Further information on our arrangements for providing support in the event of an emergency or disaster are set out in our Business Continuity, Emergency and Disaster Preparedness Plan and Emergency and Disaster Preparedness Policy. We are happy to provide these documents to you on request.

9. Responsibilities of the Client

You and your Representatives agree to:

- (a) let Supportive Care Australia know about any concerns you have with any of the Services which are being provided.
- (b) be actively involved in designing the support plan and setting and monitoring goals.
- (c) ensure the fees for the Services are able to be met within the funding available in your approved Plan.
- (d) ensure all invoices are paid promptly and in full.
- (e) immediately notify Supportive Care Australia if you stop being a participant in the NDIS.
- (f) keep Supportive Care Australia informed of any change in circumstances that will likely affect the delivery of Services or impact this Agreement such as, where you live, medication/medical treatments and procedures, behavioural changes that are likely to impact on the safe delivery of the Services, guardianship and care arrangements.
- (g) Be at the designated location where the Services are to be provided at the agreed appointment time.
- (h) treat all Supportive Care Australia staff, workers and others present during the delivery of support and services with respect and abide by Supportive Care Australia' Policies.
- (i) let us know if you suspend, change, or intend to change, your Plan, or if you are no longer a participant in the NDIS.
- (j) provide Supportive Care Australia with a copy of any updated or revised Plan as soon as reasonably possible.
- (k) Supportive Care Australia providing documents and email updates to you electronically; and
- (l) inform Supportive Care Australia if you do not want to receive documents or email updates electronically.

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10. Cancellation and No Show Policy

You agree that we may charge you 100% of the relevant amount that would otherwise be payable to us if you:

- (a) do not show up for a scheduled Service within a reasonable time, or are not present at the agreed place and within a reasonable time when Supportive Care Australia is travelling to deliver the Services; or
 - (b) have given less than seven (7) clear days' notice of cancellation for a Service, and
 - (c) Supportive Care Australia cannot find alternative work for the scheduled employee whom we are obligated to pay for the scheduled shift.
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11. Privacy

- (d) Your privacy is important to us. When we provide the Services to you, we will collect, use, disclose and store information about you. The information is known as Personal Information and Sensitive Information.
 - (e) Our Privacy and Dignity Policy defines what this Personal Information and Sensitive Information is and how we collect, use, store and disclose this information. You can request a copy of our Privacy and Dignity Policy and should read it carefully – it contains important information. You do not have to consent to us collecting, using, storing and disclosing this information.
 - (f) You are able to make decisions about your Personal Information and Sensitive Information including about how we collect, use, store and disclose it when you complete a Privacy Consent Form.
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12. Feedback and Complaints

- (a) If you feel comfortable, you are encouraged to raise any feedback, concerns or complaints with us first, as this is often the best way to have your issue resolved quickly.
- (b) A complaint may be made on an anonymous basis. You can make an anonymous complaint:
 - (1) by calling the number in section 12.1(d) below and stating that you wish to make an anonymous complaint (so we don't ask you to identify yourself); or
 - (2) in writing by filling out a Feedback and Complaints Form but not including your name or other details that may identify you and posting it to the address specified in section 12.1(c) below.
- (c) You can make a complaint to Supportive Care Australia:
 - (1) in person to the Director or a staff member;
 - (2) by email to janice.woudwyk@carefnq.com.au;
 - (3) by post to 7/42 Grafton Street, Cairns City, QLD, 4870;
 - (4) on our website <http://carefnq.com.au>; or
 - (5) verbally by telephone to 0407 832 731.

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For all written feedback or complaints, you are encouraged to provide your complaint in the form of our written Feedback and Complaint Form.

- (d) You can make a complaint to the NDIS Commission by:
- (1) Phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.
 - (2) National relay Service and ask for 1800 035 544.
 - (3) Visiting <https://www.ndiscommission.gov.au/about/complaints> and completing a complaint contact form.

The NDIS Commission can take complaints about:

- (4) services or supports that were not provided in a safe and respectful way.
 - (5) services and supports that were not delivered to an appropriate standard.
- (e) We will endeavour to resolve all complaints promptly in accordance with our Feedback and Complaints Management Policy.

13. Termination

- (a) Supportive Care Australia and the Client may terminate this Agreement by giving at least four weeks' written notice of termination to the other party.
- (b) Supportive Care Australia may terminate this Service Agreement with immediate effect if:
- (1) the Client ceases to have a source of individualised government funding (i.e. they are no longer an NDIS participant or all of their NDIS funding is used) or have a source of private funding;
 - (2) the Client's support plan or the Services provided by Supportive Care Australia are no longer able to meet the person's needs or assist in achieving chosen goals;
 - (3) the Client or their support network fails to communicate and provide information about changes to the Client's needs including in respect of the Services;
 - (4) the Client transfers to another service provider;
 - (5) the Client dies;
 - (6) the Client is unable or unwilling over a period of time to work towards agreed goals;
 - (7) the Client is unwilling to meet the reasonable conditions required in their support plan, thus affecting the safe delivery of a service to the Client and the health and safety of the staff;
 - (8) the Client is in breach of the terms of the Agreement
 - (9) the Client fails to comply with the Policies of Supportive Care Australia;

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- (10) changes to the Client's condition results in the supports or services they require exceeding the skills and expertise Supportive Care Australia staff can deliver or they would otherwise require services to be provided that Supportive Care Australia does not have capacity to provide;
- (11) there has been no contact between the person and Supportive Care Australia for 2 months;
- (12) the Client or members of their support network engage in behaviour which is unacceptable to Supportive Care Australia, such as violence, abuse, aggression, theft or property damage or which poses risks to the safe delivery of the Services or the health and safety of the staff;
- (13) The Client ignores risk management procedures under the Supportive Care Australia Work Health and Safety Policy.
- (14) the Client fails to pay fees due and payable to Supportive Care Australia by the due date for payment under this Agreement.

14. Indemnity and Release

- (a) Except to the extent that the liability is caused or contributed by our negligence, default or wrongful act, you irrevocably and unconditionally indemnify us against all liabilities you directly or indirectly suffer or incur in connection with:
 - (1) damage or loss of any property or injury or the death of any person;
 - (2) anything we are required or permitted to do under this Agreement; or
 - (3) any Services not being available to you.
- (b) You irrevocably and unconditionally indemnify us against all liabilities directly or indirectly arising from or incurred in connection with:
 - (1) except to the extent that the liability is caused or contributed by our negligence, default or wrongful act, damage or loss of any property or injury or the death of any person;
 - (2) our doing anything that you must do under this Agreement but which you have not done properly; and
 - (3) your breach of this Agreement, which includes anything done by your Representative, agent or invitee that would be a breach of this Agreement if done by you.

15. Goods and services tax

- (a) The parties agree that:
 - (1) the supply of the Services under this Agreement is the 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 Plan currently in effect under section 37 of the NDIS Act;
 - (2) the Client's Plan is expected to remain in effect during the period the Services are provided; and
 - (3) the Client or their representative will immediately notify Supportive Care Australia if the Client's Plan is replaced by a new plan or if the Client stops being a participant in the NDIS.

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16. General

16.1 Governing law and jurisdiction

This Agreement is governed by the laws of the jurisdiction in which Supportive Care Australia is located. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

16.2 Amendment

The parties may only amend this Agreement if each party signs the written amendment.

16.3 Waiver

A provision of this Agreement or a right created under it may not be waived except in writing signed by the party granting the waiver.

16.4 Exercise of a right

A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

16.5 Remedies cumulative

The rights and remedies provided in this Agreement are cumulative with and not exclusive of the rights and remedies provided by law independently of this Agreement.

16.6 Assignment

- (a) This Agreement is for the benefit of the parties and their permitted successors and assigns. The parties and their successors and assigns are bound by this Agreement.
- (b) A party other than Supportive Care Australia may not assign its rights under this Agreement.
- (c) Supportive Care Australia may assign its rights under this Agreement in its absolute discretion, subject only to compliance with relevant NDIS Rules.

16.7 Severance

If any provision of this Agreement is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

16.8 Counterparts

The parties may execute this Agreement in two or more counterparts and all counterparts together constitute one instrument. A counterpart may be in electronic form.

16.9 Consent or approval

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Subject to an express provision in this Agreement, a party may in its absolute discretion give its consent or approval conditionally or unconditionally, or withhold its consent or approval.

16.10 Entire agreement

This Agreement constitutes the entire agreement of the parties in respect of the subject matter of this Agreement and supersedes all prior discussions, undertakings and agreements.

16.11 Further assurances

Each party must, at its own expense, do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including without limitation the execution of documents.

16.12 Relationship

Nothing in this Agreement constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably except as expressly stated in this Agreement.

16.13 Notices

- (a) A party may send a notice in connection with this Agreement by hand delivery, pre-paid post or email transmission to another party at the recipient party's address details set out at the beginning of this Agreement or in such other way as the recipient party may have last notified each other party in writing.
- (b) A notice is deemed to be received:
 - (1) if sent by hand delivery, at the time of delivery if on a Business Day at or before 5:30 pm, otherwise on the next Business Day;
 - (2) if sent by pre-paid post, on the second Business Day after the date of posting; or
 - (3) if sent by email transmission, at the time of sending if on a Business Day at or before 5:30 pm, otherwise on the next Business Day, provided that the sender does not receive a subsequent "Out of Office" reply or similar response or a system administrator message stating that the email did not reach its intended recipient.

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Execution

Executed as an Agreement on

Date:/...../.....

Signed for and on behalf
of **Supportive Care Australia Pty Ltd**
ABN 44 645 886 344 (Supportive Care Australia), by:

.....

Date:/...../.....

Signature

.....

Name (please print)

Signed by the Client:

.....

Date:/...../.....

Signature

.....

Name (please print)

Signed by the Representative:

.....

Date:/...../.....

Signature

.....

Name (please print)

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