

NDIS SERVICE AGREEMENT (where NDIS manages funds for Participant)

Parties

This **Service Agreement** is for a Participant in the National Disability Insurance Scheme and is made between:

[Participant / Participant's representative (such as a family member or friend)]

Participant Number

And

Provider

Yellow Cabs Australia Pty Ltd (Prov #) 4050028123

The NDIS and this Service Agreement

This Service Agreement is made to provide supports under the Participant's National Disability Insurance Scheme (**NDIS**) plan in the context of the NDIS, which is a scheme that aims to:

- support the independence and social and economic participation 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.

Beginning and end of Service Agreement

1. This Service Agreement will commence on the date it is signed by both parties.
2. This Service Agreement will continue for an initial period of 6 months but it may be terminated at any time:
 - (a) by either party giving 28 days' notice to the other party;
 - (b) (without notice) by either party without notice if there is a serious breach of this Service Agreement by the other party (for example, if taxi fares remain unpaid 14 days after the support is provided or if the Provider fails to provide a booked taxi service on 3 or more occasions in a 6 month period, or if a Participant fails to attend a booked service without consultation for 3 times over the same period).

Provision of support

3. Yellow Cabs will provide support (taxi services) to the Participant as arranged with the Participant and as detailed in the Schedule of Support.

Payment for support

4. The Participant and / or Participant's representative will pay for the support in accordance with the fees specified by law, or as otherwise agreed from time to time including GST, toll charges and outgoings permitted by law.
5. The Provider acknowledges that the Participant has nominated NDIA to manage the funding for supports provided under this Service Agreement and that after providing any support the Provider will claim payment for the same, at the first instance, from the NDIA.
6. If NDIS manages the Participant's funds, the Participant and / or the Participant's representative will do anything reasonably necessary to ensure the prompt payment by NDIS of fees due to Yellow Cabs.
7. The Participant acknowledges there is no GST exemption for provision of taxi services.

8. This Service Agreement may be reviewed at any time at the request of either party but at least once in any 6 month period.

Responsibilities of Provider

9. Yellow Cabs Australia Pty Ltd agrees to:
- communicate openly and honestly in a timely manner with the Participant;
 - treat the Participant with courtesy and respect;
 - consult the Participant on decisions about how support is provided;
 - give the Participant information about managing any complaints or disagreements and details of the **provider's cancellation policy (if relevant)**;
 - listen to the Participant's feedback and resolve problems quickly;
 - give the Participant as much notice as is practicable if the Provider has to change a scheduled appointment to provide support;
 - protect the Participant's privacy and confidential information;
 - provide support in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](#) and [rules](#), and the Australian Consumer Law; keep accurate records on the support provided to the Participant; and
 - issue regular invoices and statements of the supports delivered to the Participant.

Responsibilities of [Participant / Participant's representative]

10. The [*Participant / Participant's representative*] agrees to:
- inform the Provider about how they wish the supports to be delivered to meet the Participant's needs;
 - treat the Provider with courtesy and respect;
 - contact the Provider with any concerns about the supports being provided
 - **give the Provider at least 15 mins notice minimum if the Participant cannot make a scheduled appointment; and if not given, the Provider's cancellation policy will apply. This also applies to Permanent Bookings. Should this cancellation not be given PRIOR to a cab being dispatched to the address a \$10 cancellation fee will be charged against the Participant's NDIS Plan.**
 - advise the Provider immediately if the Participant's NDIS plan is suspended or replaced by a new NDIS plan or if the Participant stops being a participant in the NDIS.
11. Where there is a Participant's representative, the Participant's representative will carry out the obligations and meet the responsibilities of the Participant.

Changes to this Service Agreement

12. If any change to supports or delivery is required, the Parties will discuss and review this Service Agreement. Any changes will be in writing, signed, and dated by the Parties.

Feedback, complaints and disputes

13. If the Participant wishes to give the Provider feedback, the Participant can talk to Natalie Harth on (07) 3391 5955, natalie.harth@13cabs.com.au
14. If the Participant is not happy with the provision of supports and wishes to make a complaint, the Participant can talk to Ruth O'Donovan – Office Manager (07) 3391 2008 ruth.odonovan@13cabs.com.au
15. If the Participant is not satisfied or does not want to talk to this person, the Participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting ndis.gov.au for further information.

Contact details

The [*Participant / the Participant's representative*] can be contacted on:

[Participant / Participant's representative]'s name	
Contact details	
Phone [B / H]	
Phone [A / H]	
Mobile	
Email	
Address	
Alternative contact person	

The **Provider** can be contacted on:

Contact name	Ruth O'Donovan
Contact details	
Phone [B / H]	(07) 3391 5955
Phone [A / H]	(07) 3391 5955
Mobile	
Email	ndis.qld@13cabs.com.au
Address	c / - 7 Albion Street Woolloongabba Queensland 4102

Agreement signatures

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

Signature of [*Participant / Participant's representative*]

Date

Name of [*Participant / Participant's representative*]

Signature of authorised person from Provider

Date

Name of authorised person from Provider



Attachment – Schedule of supports

[Insert a table of the supports to be provided under the Service Agreement, including sufficient details such as description, price, and how they will be provided. Example table below.]

Support List the name of the support.	Description of support List the details of the support, including scope and volume.	Price and payment information List the price of the support (e.g. per hour / per session / per unit) and whether NDIS funding for the support is managed by the Participant, Participant's Nominee, the NDIA, or a Registered Plan Management Provider.	How the support will be provided List how, when, where, and by whom the support will be provided.
Assist Travel / Transport	Taxi services	Fee for services as prescribed by State law or by agreement including outlays such as toll fees recoverable under State law or by agreement. Support managed by NDIA	Taxi services provided on request of Participant (or Participant's representative)

Cancellation Policy:

No Cancellation fee providing a vehicle has not been dispatched and is en route to the pick up point. If vehicle has already been dispatched and is at the address a \$10.00 late cancellation fee applies.

