

Terms and Conditions

1. Provision of supports and service bookings

The Quote for Support Services (Quote) forms part of the Terms and Conditions. This document remains a Quote until signed by both parties whereupon it becomes the Service Agreement (Agreement).

Sunnyfield agrees to provide you with NDIS supports and/or fee-for-service supports described in the Quote up to the maximum value set out in the Quote.

For NDIS supports managed by the NDIA, Sunnyfield is authorised to make service bookings in the NDIS portal up to the maximum value set out in the Quote (including any NDIS price increases). Sunnyfield is only obliged to provide you with NDIS supports if the service booking is accepted in the NDIS portal.

Sunnyfield may stop providing you with NDIS supports if funding is not available for any reason, including if your NDIS plan is suspended, if you stop being a participant in the NDIS, or if your NDIS plan allowances are used.

If the Service Duration on the Agreement specifies No End Date, or your NDIS plan is extended by the NDIA and you choose to continue to access support services, Sunnyfield may continue to provide support services and claim NDIS funding for those support services if your NDIS plan expires but you remain an NDIS participant.

Sunnyfield may invoice you for any costs not covered by the NDIA including, but not limited to: entry to events, transport costs, activity costs, etc.

2. Price and payment for support services

The price of NDIS supports is as set out in the NDIS Price Guide. The price of fee-for-service supports is the same as the price for the equivalent support service in the NDIS Price Guide. If the price for any NDIS support is increased in the NDIS Price Guide then from the effective date of the new price guide Sunnyfield will be entitled to charge that price.

Per the NDIS Price Guide:

- (a) Sunnyfield is compliant with the NDIA terms to use the Temporary Transformation Payment (TTP) conditional loading. Sunnyfield will use the TTP support lines where applicable.
- (b) Sunnyfield will claim payment for allowable and provided non face-to-face supports and centre capital costs, either as a component of the quoted support, or as a separate item.
- (c) High Intensity services may vary to quoted services depending on staff availability and may be claimed using a different support item, and will not be more than is quoted.

Sunnyfield will claim payment for the provision of the NDIS supports in the Agreement after they have been delivered. For NDIS supports that are self-managed, and fee-for-service supports, Sunnyfield will send an invoice. Otherwise, Sunnyfield will claim payment directly from the NDIA or from your plan nominee or plan management provider.

If your funding is managed by a plan nominee or a plan management provider, you must provide relevant contact details to Sunnyfield before support services can commence and advise Sunnyfield immediately of any changes to your funding arrangements. It is your responsibility to ensure you have sufficient funds available for the support services and that your plan manager pays all invoices in a timely manner. If invoices are not paid in a timely manner, Sunnyfield may seek payment directly from you or review your support services.

If any NDIS supports are paid directly to you, they will be treated in the same way as self-managed supports. For example, if you receive NDIS funding for transport directly into your bank account, Sunnyfield will invoice you for the quoted transport services.

You must pay all invoices within 14 days after the date of invoice. Sunnyfield may require that you enter into a direct debit agreement before continuing to provide support services.

3. Sunnyfield will:

- (a) Treat you with courtesy and respect, and communicate openly and honestly.
- (b) Consult with you about how and when support services are provided and undertake periodic reviews with you.
- (c) Give you a minimum of 24 hours' notice if Sunnyfield needs to change or cancel a scheduled appointment.
- (d) Collect information from you about your support needs and goals.
- (e) Share your information with key Sunnyfield staff, including internal auditors, as well as other external service providers in order to provide support services to you.
- (f) Make information accessible to you about feedback, complaints, privacy and your rights to advocacy.
- (g) Protect your privacy and confidentiality in line with Sunnyfield's Privacy Policy (Sunnyfield may be required to disclose personal or confidential information by law¹).
- (h) Provide support services to a professional standard and with appropriate care, skill and otherwise in a manner consistent with all relevant laws.

- (i) Keep accurate records and issue regular invoices and statements about support services provided to you.
- (j) Give you at least 14 days' notice in writing to end this Agreement (excluding SIL services).

4. You will:

- (a) Treat Sunnyfield with courtesy and respect, and communicate openly and honestly.
- (b) Tell Sunnyfield about how you wish to receive support services to meet your needs and talk to Sunnyfield if you have concerns about the support services provided.
- (c) Tell Sunnyfield as soon as possible about any changes to your health, medication or personal care requirements, transport requirements or any other things that may affect the way Sunnyfield delivers support services to you.
- (d) Nominate an emergency contact person who is willing to be contacted at any time of day if an emergency arises and is willing and able to make decisions about you if necessary.
- (e) Sign any form required to give Sunnyfield authority to access information held by the NDIA about you if Sunnyfield needs that information to provide support services.
- (f) Tell Sunnyfield how your NDIS funding is managed or if the way your NDIS funding is managed changes.
- (g) Tell Sunnyfield immediately if your NDIS plan is suspended or changed, if you stop being an NDIS participant, or if your NDIS plan allowances are used up.
- (h) Pay all Sunnyfield invoices on time and make sure that adequate funds are available to meet any direct debit payment due to Sunnyfield.
- (i) Give Sunnyfield at least 14 days' notice in writing to end this Agreement (excluding SIL services).

5. Changes and cancellations

Sunnyfield may claim payment or invoice for support services that were scheduled to be provided, but has been given short notice cancellation.

Per the NDIS Price Guide, a short notice cancellation occurs if you:

- (a) Do not show up for a scheduled support within a reasonable time; or
- (b) Give less than two business days' notice for a support that is less than eight hours continuous duration and the total price for the support is less than \$1000; or

- (c) Give less than five business days' notice for any other support.

If you repeatedly fail to provide notice, Sunnyfield may suspend or stop providing support services.

If your support services are quoted as a Programs of Support, Sunnyfield will claim for all instances of support in the Programs of Support, subject to an exit notice period of 14 days.

6. Enquiries, feedback, complaints and disputes

For any enquiry relating to this Agreement including any questions relating to invoicing and payment, please contact the Client Commercial Officer on 1300 588 688 or email: myaccount@sunnyfield.org.au.

For any enquiry relating to the provision of support services, including any request to change or cancel a scheduled service, please contact your nominated Sunnyfield contact.

If you wish to give feedback or make a complaint about your service, please talk to the Service Manager or send an email to: feedback@sunnyfield.org.au.

If you do not want to talk to Sunnyfield, you can contact the National Disability Insurance Agency on 1800 800 110 regarding booking disputes. For complaints about service quality, you can contact the NDIS Quality & Safeguards Commission on 1800 035 544.

More details regarding Sunnyfield's feedback system can be found at www.sunnyfield.org.au.

7. Goods and services tax

All prices for NDIS supports are inclusive of GST if applicable.

All prices for fee-for-service supports are inclusive of GST.

8. Other

Sunnyfield retains the right to amend the terms and conditions from time to time. Current terms and conditions can be found at www.sunnyfield.org.au/terms-conditions/

¹ Refer to Sunnyfield's Privacy Policy for more details on what information we may collect from you and how it may be shared. By signing this Agreement you agree to provide such information as is reasonably necessary for Sunnyfield to provide support services to you. This will vary depending on the type of support service you are seeking from Sunnyfield.

Please check this box if you do not consent to Sunnyfield collecting and using your image for marketing purposes.