



TERMS AND CONDITIONS

This document sets out our terms and conditions. Please read these terms and conditions carefully as they explain your and our rights and responsibilities. We recommend that you seek independent legal advice about these terms and conditions, particularly if there is anything that you don't understand or with which you are not comfortable.

1. What is the Services Agreement?

The Services Agreement is made up of the Quotation (which sets out our fees and a summary of the services and support we will give you), these terms and conditions and the detailed Schedule of Supports that accompanies these terms and conditions. The combination of these documents is what we are referring to when we use the term "**Services Agreement**". Other terms that are used in these terms and conditions are:

- (a) **Additional Expenses** which means the expenses associated with Activity Fees and Session Costs referred to in paragraph 14 below;
- (b) **NDIA** which means the National Disability Insurance Agency;
- (c) **NDIS** which means the Australian Government's National Disability Insurance Scheme;
- (d) **Quotation** which means the quotation which accompanies these terms and conditions;
- (e) **Schedule of Supports** which is attached to the Quotation;
- (f) **Services** which means the services that are detailed in the Schedule of Supports;
- (g) **we, us** or **Onemda** which means The Onemda Association Inc. ABN 76 721 607 868 ; and
- (h) **you**, which means the person receiving the scheduled Services and where applicable also means that person's guardian or representative.

2. What support do we provide?

The attached Schedule of Supports sets out the Services you will receive from Onemda, including the types of support you will receive, when and where the Services will be delivered and our fees for these Services.

3. What are you required to pay us?

Our fees are set out in the Schedule of Supports which explains the portion of our fees that are covered by the Australian Government's National Disability Insurance Scheme and those amounts which you are responsible for paying such as Additional Expenses. You are required to pay any such Additional Expenses when we invoice you (see the next paragraph). Please also note that any indexation applied by in NDIA will be passed on automatically in the Service Agreement.

4. How will we invoice you?

We will send you an invoice or if specified in the Quotation or Schedule of Supports, we will send the invoice directly to NDIS or the appropriate fund manager each fortnight (or more frequently if this is included in the Quotation or Schedule of Supports). Our invoices will include a detailed statement for the Services that we have provided you.

You must pay our fees within 10 days after receiving our invoice, where NDIS is paying you for the Services rather than us or where there is any amount that you have agreed to pay over and above those amounts covered by the NDIS such as Additional Expenses.

If you are late in paying us, our Participant Fee Policy will apply. The terms of that policy can be found on [Onemda's website](#)

5. What if you can't attend a scheduled service?

It's really important you let us know if you are going to be absent for some reason (e.g. you are on holiday, ill, etc) and can't attend a Service as this enables us to adequately adjust our staffing for the day. To do this we need at least 24 hours' notice.

Accordingly, you must tell us at least 24 hours before any scheduled Services if you need to miss, cancel or change a scheduled service by contacting us on 9842 1955 or emailing us at services@onemda.com.au

Under NDIS rules we will seek payment from your NDIS Plan if you don't provide 24 hours' notice of the cancellation of a scheduled Service (this can occur up to 8 times over the course of your plan).

If you are absent from a scheduled Service relating to Group Services, for an extended period (more than 8 days over the course of plan), and you have provided us with 24 hours' notice, we will arrange to provide the Services at a time convenient for you and us.

In the case of therapeutic supports, under NDIS rules we will seek payment for 2 cancellations for therapeutic supports per annum if you don't provide 24 hours' notice of the cancellation of the scheduled Service.

If we cancel a Service, we will use all reasonable endeavors to arrange to provide that Service to you at another time at no additional cost (at a time, convenient to both of us.)

6. What are our responsibilities to you?

We must:

- (a) provide Services as agreed in your Schedule of Supports;
- (b) treat you politely and with respect, and include you in all decisions about your support;
- (c) let you know what to do if you have a problem or want to complain;
- (d) listen to your feedback and work with you to fix any problems quickly;
- (e) tell you if we want to end the Agreement;
- (f) store any personal information carefully and privately, and keep it up to date, in accordance with our Privacy Policy;

- (g) give you at least 24 hours' notice if we need to change your scheduled Service;
- (h) obey all laws that apply, including the National Disability Insurance Scheme Act 2013 and the National Disability Insurance Scheme Rules and the Disability Act 2006;
- (i) provide accurate invoices and statements of your supports (all supports are GST exempt unless otherwise specified); and
- (j) check that the Services Agreement is working well by providing a yearly review (where the term of the Services Agreement extends to at least 2 years), unless otherwise requested.

7. What are your responsibilities to us?

You must:

- (a) tell us about the supports that you want, and how you want to receive them;
- (b) be polite and respectful to the staff who work with you;
- (c) tell us if you've got any problems with our services and support;
- (d) tell us if you can't make it to an appointment;
- (e) tell us straight away if you want to end the Services Agreement;
- (f) tell us straight away if your NDIS Plan changes or if you stop using the NDIS;
- (g) help us to follow any relevant rules and laws;
- (h) allow us to contact medical assistance in case of unexpected illness or injury, and you must pay any costs relating to your health; and
- (i) provide us with any personal information, including any sensitive information, as needed in order for us to provide services.

8. Can the Services Agreement be extended?

Yes, if both you and we agree, then the Services Agreement can be extended for a further period (equivalent to the original period of your service plan) on the same terms and conditions. We will discuss extending the Services Agreement before it ends and if you wish to agree to extend the Services Agreement we will need you to confirm this in writing. If you want the Services Agreement to continue but want changes to the Services Agreement, we will need to enter into a new agreement rather than extend the existing agreement.

9. What if I want to make changes to the Services Agreement while it is on foot?

The Services Agreement can be changed at any time, provided both you and we agree to the changes. All changes need to be in writing and signed off by you / your guardian and us.

10. What if I want to end the Services Agreement before it expires?

Either of us is free to end the Services Agreement at any time, as long as we give the other 28 days' written notice. You must pay us any amounts owed to us at the date the Services Agreement ends.

11. Are there any things that we are not liable for?

We are liable for any breaches of laws that we cannot contract out of, such as laws applicable to goods and services acquired by consumers. Under these laws, you may be entitled to certain consumer guarantees. Our Agreement is subject to any such laws.

However, where we are permitted to exclude or limit our liability for claims, loss or damage, we limit our liability for any claims, loss or damages under or in connection with the Services Agreement to resupplying the relevant Services to you or paying you the costs of any Services that we have provided.

All of the terms of the Services Agreement are written in the Services Agreement and unless the law prevents us from doing so, the Services Agreement will not include any other terms and conditions that are not written in the agreement such as implied terms.

12. What do you do if you have a problem or concern with our service?

If you have a problem, or are unhappy with your service please contact your Key Worker or Onemda management.

If you don't have any success getting your problem fixed, you can contact the National Disability Insurance Agency (NDIA) via 1800 800 110 or visit www.ndis.gov.au, or Disability Services Commissioner on 1800 677 342 or email complaints@odsc.vic.gov.au.

For more information on Onemda's Complaint Policy please access our website or contact Onemda directly.

13. You provide consent to share your information

Your Agreement will detail the services and people with whom you give us permission to share information, and those services and people who you don't give this permission for sharing information. Onemda collects and handles personal information in accordance with its Privacy Information Policy (available at www.onemda.com.au) and applicable privacy laws. We may disclose personal information to other services/care providers with whom we work, and they may use that information, to facilitate the services we offer in the best possible way. If you **DO NOT** consent for us to share your personal information in this way, please inform Onemda's Privacy Officer – The General Services Manager on 9842 1955.

14. Are there any other Additional Expenses for which I am responsible?

You are responsible for payment of any additional expenses, such as Session Costs and Activity Fees associated with your enrolment at Onemda. These additional expenses are out of the scope of the Services Agreement and if applicable are set out in the Schedule of Supports. These are:

Session Costs:

- activity transportation to enable people to access the community at any time;
- tea, coffee, milo, cordial, etc for participants to enjoy throughout their day;
- standard hygiene items such as blueys, hygiene wipes, etc; and
- specialised tutors.

*Session Costs are calculated and paid on a quarterly basis

Refer to the Schedule of Supports on how these costs are applied.

Activity Fees:

Some Onemda programs and activities have an associated cost, such as entrance fees, meals and food, accredited courses and ad-hoc events – these are called Activity Fees. You will be informed of your Activity Fees via your individualised timetable, and Activity Fees are charged weekly to cover the associated costs.

Refer to the Schedule of Supports on how these costs are applied.