

NDIS Terms of Service

Welcome to the EverAbility Family

Thank you for choosing EverAbility Group Ltd to be one of your service providers.

EverAbility Group Ltd is the parent company of a family of brands which include Guide Dogs Western Australia, Guide Dogs Tasmania, VisAbility, and Kites Children's Therapy.

For ease of understanding, throughout this document we will refer to:

- a Participant or alternative decision maker (e.g. a child representative) (if appointed) as “**you,**” “**your**”
- the EverAbility Group Limited (ACN 604 293 209) as “**EverAbility**”, “**we**”, and “**us**”

What's in this document?

Our Terms of Service outline how we provide services. It includes our rights and responsibilities as a service provider, and your rights and responsibilities as a client.

These Terms of Service form part of your Service Agreement with EverAbility. Failure to meet your responsibilities as listed in the Terms of Service may result in withdrawal of services.

Our Terms of Service are subject to change. With the exception of service pricing, we will provide four weeks' written notice before changes take effect.

EverAbility pricing is aligned with the pricing limits and pricing arrangements imposed by the NDIA, and changes will be implemented in line with the NDIA effective dates.

You have the right to terminate your Service Agreement if you do not wish to continue with our services under the amended Terms of Service. If you have any questions, please contact us on (08) 9311 8202 (WA) or (03) 6232 1222 (TAS).

An overview of what is included in this document is provided below:

- [Rights and Responsibilities](#)
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Rights and Responsibilities

EverAbility will:

- Treat you as an individual, as the expert in you or your family's personal situation.
- Complete regular reviews during your planned services to monitor services delivered and funds remaining.
- Protect your privacy and confidential information we hold subject to our Privacy Policy.
- Provide you with value for money and attempt to minimise costs.
- Provide supports in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](#):
<https://www.legislation.gov.au/Details/C2020C00392>

We ask you to:

- Read and Sign the EverAbility Service Agreement and Consent. Services cannot commence without a signed Service Agreement in place.
- Consent to EverAbility to liaise with other providers involved in managing your NDIS plan as detailed in the Consent.

- Let EverAbility know within 14 days of any changes to your NDIS plan.
- If your funds are NDIA managed, allow EverAbility to create and amend Service Bookings on the PACE on your behalf prior to accessing supports, including low risk low-cost assistive technology items from your consumables funding.
- Acknowledge that additional expenses (i.e. anything not included as part of your NDIS plan such as entry fees) are your responsibility and are not included in the cost of the supports.

Together:

- Communicate openly and honestly in a timely manner.
- Let each other know if an appointment needs to be changed or cancelled.
- Treat each other with courtesy and respect.
- Collaborate to determine how services will be provided to best meet your needs.

How we provide services

EverAbility can provide services in a variety of ways. This includes working with you in person (face to face) or online.

Service Delivery

In person services may include 1-1 face to face services in a variety of settings that both parties are comfortable with. This includes but is not limited to educational settings, workplaces, at EverAbility premises, homes or in the community. While working in the community there are potential risks to people and property that can be unforeseen. EverAbility does not take responsibility for loss or damage caused by third parties or events that are beyond the reasonable control of EverAbility. For example, at a facility or community setting which is not an EverAbility premises.

Online services include phone, videoconferencing, and email. While EverAbility is obligated to meet standards to protect your privacy and security, telecommunication including videoconference, may increase exposure to hacking and other online risks; as with all online activities, there is no guarantee of complete privacy and security protection. EverAbility has implemented measures to enhance client privacy in video appointments, such as the use of only certain online platforms, passwords and waiting room feature when using Microsoft Teams (EverAbility's preferred software option).

Privacy and Confidentiality

Your Information

To provide services, EverAbility are required to collect and hold personal and sensitive information about you. This includes but is not limited to your name, age, address, health, and support needs as well as your use of our service. Your information will be held on EverAbility's server and database and be dealt with in accordance with EverAbility's Privacy Dignity and Confidentiality Policy, and any other applicable legislation. We may also need to share your information internally, with government agencies, and with certification bodies for contractual, quality assurance and auditing activities. Where possible, this information will be provided in a de-identified manner.

There may be situations where it is beneficial to share information with other individuals, service providers and/or government departments to promote collaboration and the consistency of services for you and your family. We seek your consent before sharing your personal information with a new person, agency, or organisation unless there is a concern for your safety or that of others, or we are required to share information with a government agency under the law.

If there is any person/organisation that you would like to freely share information with or are not comfortable for us to share information with, please provide their details to your primary therapy/service team member. You can update your preferences for sharing information with others at any time.

It is important that all parties understand that if we have serious concerns about your safety, the safety of others, or if legislation makes it lawful to do so, we may need to provide your information to another organisation or authority without first seeking permission from you.

EverAbility maintains confidentiality and privacy standards during online sessions, and in creating, keeping and transmitting records. At times, audio and video recordings of sessions may be taken to support your team's work. EverAbility will inform you before a recording takes place and will provide you with the reason for doing so. You can refuse to be recorded for any reason and may give, or withdraw, your consent at any time during the session.

Additionally, photographs and/or videos may be taken in person, either for therapeutic or marketing and publicity reasons at events. EverAbility will inform you before a recording takes place and will provide you with the reason for doing so. You can refuse to be recorded for any reason and may give, or withdraw, your consent at any time during the session.

Continuous Improvement

As an organisation with a dedicated Continuous Improvement Program, EverAbility has partnered with local universities to provide an opportunity to provide services under the supervision of our experienced Allied Health Professionals. If you are not comfortable with receiving services from students, or have feedback about your experience with a student, please let your primary therapist/contact person know.

Tell us what you think

EverAbility welcomes all feedback including compliments, complaints, concerns or suggestions. You can provide feedback at any time in a way that feels most comfortable to you. This includes via telephone, a recorded message, print, Braille, audio, email, an online form, directly through the people you work with or via their manager.

You can also provide feedback anonymously or via an alias, however if you choose to do so, EverAbility may not be able to respond to you or keep you informed with the progress of your feedback.

State Phone Numbers: (08) 9311 8202 (WA)

(03) 6232 1222 (TAS)

Online Form: <https://www.everabilitygroup.org.au/feedback-complaints/>

Email Address: feedback@everabilitygroup.org.au

Postal Address:

Western Australia: Feedback, PO Box 101, Victoria Park WA 6979

Tasmania: 164 Elizabeth Street, Hobart, TAS, 7000

You may view [EverAbility's feedback procedures on the EverAbility website: https://www.everabilitygroup.org.au/feedback-complaints.](https://www.everabilitygroup.org.au/feedback-complaints/)

These procedures can also be made available to you in your preferred format on request, for example print, Braille, audio, etc. Please let your contact person know.

If you wish to take the matter to an external party, or you are unhappy with EverAbility's response, you can contact the NDIS Quality and Safeguards Commission by:

- calling 1800 035 544 (free call from landlines) or TTY 133 677,
- visiting a NDIS Commission office in your local area, or

- visiting the [NDIS Commission website: https://www.ndiscommission.gov.au/](https://www.ndiscommission.gov.au/) for more information.

Changes to your Service Agreement

We understand that your needs or priorities may change over time. If you wish to add or make changes to your Service Agreement, please speak to the **Client Experience Team (CET) or Client Liaison Officer (CLO)**. This may include items such as your supports or funding.

The CET will arrange for an updated document to be provided for your approval. Once you have confirmed you agree with the changes, we will make the adjustments to your supports and funding.

Please contact EverAbility to notify us of any changes to your NDIS plan such as an early review, automatic extension, or rollover. You must inform EverAbility of these changes within 14 days of notice of the change.

If there is no funding available, or no service agreement in place, services will cease as per EverAbility Service Delivery Policy (www.everabilitygroup.org.au).

Requests to end the Service Agreement by either party must be made in writing with 14 days' notice to the other party. Any services provided during this notice period will be charged. If there are insufficient funds or any outstanding payments, the individual (or their representative) will be responsible for payment.

Prices

EverAbility's prices are aligned with the [NDIS Pricing Arrangements and Price Limits: https://www.ndis.gov.au/providers/pricing-arrangements](https://www.ndis.gov.au/providers/pricing-arrangements). You can view our current pricing and hourly rates on our website. You can also request a copy in your preferred format from your therapy team.

Prices provide are GST inclusive (where GST is applicable).

Prices are subject to change. The price of services and supports outlined in your Service Agreement are subject to review and will be adjusted as required by EverAbility or in response to price changes by the NDIS.

Our fees reflect the NDIS Pricing Arrangements and Price Limits and will vary in accordance with changes made to the NDIS Pricing Arrangements and Price Limits. The NDIA may change the rules and guidelines at any time. You acknowledge that these changes may have an immediate impact on your Fees and cancellation requirements.

EverAbility will notify you as soon as practicable of any change to the price of a service provided under this agreement. You have a right to terminate this agreement if you do not wish to continue with our services at the increased price. If you do not terminate this agreement and continue to use our services after the price increase date, you are deemed to have agreed to the increased price and will pay that price for the relevant services.

A new Service Agreement will not be required in the event of a price change. Revised support item prices will be applied and the number of units for each support item will be adjusted accordingly.

EverAbility will charge a 40-50% loading for services provided in Remote and Very remote areas, for example, areas that require an overnight stay.

Payments

If the National Disability Insurance Agency (NDIA) manages your funding, EverAbility will claim payment directly from the PACE **within 30 days** of the date of delivery of the service.

If you self-manage your NDIS plan or have a plan manager, EverAbility will invoice you or your registered plan management provider directly within 30 days of the date of the delivery of the service. **Payment is expected within 14 days** upon receipt of invoice. Invoices can be paid by direct deposit or credit card.

EverAbility will only claim for a support once delivered. EverAbility will submit final claims and invoices no later than 60 days from the end of a Service Agreement.

If payments are not received within 14 days, services will be ceased or put on hold until payment is made. This applies to any outstanding unpaid invoices or continued non-payment of fees incurred during service delivery. More information can be accessed through the EverAbility Service Delivery policy available on the EverAbility website.

Purchasing items

There may be times when you are receiving services from EverAbility, that a clinician may make suggestions about items that might be suitable for you or your family. If you are considering purchasing these items, you may require a written recommendation from your clinician **prior to purchase**. This will ensure that a trained clinician has had the opportunity to make a clinical assessment and determine if the item is fit for purpose and has the correct features.

To the extent permitted by law, EverAbility does not take responsibility for items that are purchased without a formal recommendation from a trained clinician, that are later

found to be unsuitable. Although we will not provide a refund or a replacement, we are happy to work with you to identify something that may better suit your needs.

Assistance Dogs

Where an assistance dog is funded under the NDIS schedule, EverAbility is responsible for providing a fully trained and qualified dog, matched to your individual needs.

Ongoing support, as outlined in your formal Guide Dog and Assistance Dog Agreement, to industry standards, will be provided throughout the working life of the dog. Notification to EverAbility group is required within 24 hours of any concerning behaviours or health concerns with the working dog.

Schedule of Supports

The Schedule of Supports is provided with your Service Agreement. Its purpose is to reflect the details of agreed services, supports to be provided, and the costs associated.

The NDIA recognises the necessity for providers to undertake indirect activities that are essential to delivering quality and safe services and supporting participants in achieving their goals. The breakdown outlined in the Schedule of Supports reflects funding inclusive of:

- Face-to-face services
- Non-face-to-face supports
- Telehealth Services
- Reports
- Travel
- Late notice cancellation fees (includes missed appointments without cancellation notice)

Activities that can be charged to your NDIS funding include but are not limited to the examples identified in the Service Charges table outlined in these Terms of Services.

Service Charges

EverAbility will charge for:

All tasks related to your goals, services, progress and outcomes. Examples include:

1. Face-to-face services where the client is present and telehealth-based sessions, including equipment trials. For joint sessions, each workers' time will be charged (excludes training of workers). Services provided by students will be charged at the student rate.
2. Reports/Notes: Progress notes after sessions, Assistive Technology (AT) and Home Modification applications. Report writing for assessments, applications, NDIA required reports or other reports agreed by both parties. May include mandatory reports relating to EverAbility's duty of care requirements, for example completion of an incident report. Development of Individual/Family Services Plan and Service Plan Summary report
3. Non face to face: Correspondence with you via phone, video, email, or text message. This includes communication with external organisations and supports including family, medical services, schools, employers, Support coordination, LAC/NDIA, external therapy providers. Arranging equipment quotes and invoices with suppliers and ongoing communication, equipment and device programming and multidisciplinary team meetings regarding your service provision. Additional dog supports and training, family and carer training, therapy program, session preparation and research linked to your goals and needs.
4. Travel – See [Travel](#)
5. Short notice cancellations – See [Cancellations](#)

EverAbility will not charge for:

Tasks related to administrative management of your NDIS Plan including:

1. Scheduling/rescheduling appointments
2. Creating or amending your Service Agreement
3. Completing set up of client profile and NDIS plan on our client management system
4. Time spent processing NDIS claims and invoicing

Travel

EverAbility provides services in the locations where you want to receive it. This can include your home, education setting, workplace, and in community settings.

We charge for travel at the same hourly rate as the professional attending. The maximum amount of travel that can be claimed per session is based on the geographical area where the support is delivered.

- For Metropolitan areas, EverAbility will claim up to 60 minutes of travel per session. This reflects up to 30 minutes for travel to the appointment each way.
- For Regional areas, EverAbility will claim up to 120 minutes of travel per session. This reflects up to 60 minutes for travel to the appointment each way.
- For Remote/very remote areas, a 40-50% loading will apply and will be stated in your Schedule of Supports.

The classifications above are based on the **NDIS Pricing Arrangements and Price Limits**, which uses the Modified Monash Model to classify geographical areas as metropolitan, regional, or remote/very remote to determine maximum travel times. For remote and very remote areas, the NDIA has reclassified these areas as outlined in the NDIS Pricing Arrangements and Price Limits 2024-2025.

A worker's departure location will vary based on their scheduled appointments for the day. EverAbility will attempt to minimise travel costs wherever possible by making every effort to visit multiple participants in your area to reduce travel time required. Maximum travel time will be included in your Schedule of Supports. You will not be charged more than the maximum travel time indicated in these Terms of Service.

In addition to the cost of a worker's time, EverAbility may also claim reasonable non-labour costs when travelling to deliver face-to-face supports to a participant (such as road tolls, parking fees and the running costs of the vehicle). If these charges apply to you, they will be outlined in your Schedule of Supports.

Cancellations

If you need to change or cancel an appointment, for any reason, we require that you provide 2 clear business days' notice, and let us know within regular business hours, 08:30am to 4:30pm.

For example, if your appointment is on a Monday, you need to let us know by 4:30pm on Wednesday in the week before. This provides two clear business days, i.e. Thursday and Friday, of notice.

Holiday Camps and overnight services require 5 clear business days' notice for cancellation.

To cancel or change an appointment, please contact EverAbility during business hours:

- Tasmania: 1800 371 104
- Western Australia: 1800 847 466

If you miss an appointment, cancel, or reschedule within two business days, we may charge you the full cost of your appointment including travel time if we deem it

appropriate to do so. EverAbility will use reasonable efforts to fill a cancelled or rescheduled appointment however due to the nature of the services provided this is not always possible.

If you are unable to attend in-person, please contact us to discuss alternatives to a face-to-face appointment. For example, instead of providing the service face to face we could provide the appointment via telehealth or prepare resources to be delivered to your location.

If you are unable or unwilling to consider a reasonable alternative, then we may charge you the full cost of your appointment, including travel time if we deem it appropriate to do so.

If you cancel often, we will discuss your services and goals, and what help you might need to attend appointments. If we can't find a solution, then we may decide to stop services until you are able to attend your appointments.

Emergency Situations

Emergency Services

An ambulance will be called in the following circumstances:

1. If a person is unwell and requires urgent medical attention;
2. If a person has had an accident and/or sustained an injury and requires urgent medical attention; or
3. If a person has had a fall and requires assistance to get up.

The person's carer or nominated next of kin (if known) will be contacted immediately and informed. If there is any additional information required on how to manage your individual emergency needs, this will be stated in your Service Agreement.

All clients will agree, within their Service Agreement, for an ambulance to be called if necessary. Where fees are charged (for WA clients only) it is expected that the individual concerned will bear the cost of the ambulance service.

COVID-19 Response and Service Continuity

As a NDIS provider, EverAbility are required to provide continuity of services to our clients. During the COVID-19 or Influenza outbreaks, we may need to adjust the way we provide your supports in response to public health orders or where the risk to you or our workers is deemed high.

In the event that we are not able to provide services on site at our premises, for example at our gym or in the community activity centre, then we will talk with you about providing your supports in alternative ways. For example, providing services via telehealth or face to face in the community (home, work, school, etc.)

In the event that we are not able to provide services face to face in any setting, we will talk to you about providing your supports via telehealth.

Duty of Care

Children aged under 18 years must be supervised by a parent or guardian when receiving services. This includes appointments at EverAbility offices, at home and in community settings. Supervision means the parent or guardian is within sight and/or hearing of the child for the duration of the appointment. Exceptions may be made on a case-by-case basis following a risk assessment and as agreed to by both parties.

Clients with personal care and health care needs must be accompanied by a support person who is able to manage those needs when visiting onsite. The support person must stay at the office for the duration of the appointment.

EverAbility staff cannot administer medication.

The health and safety of customers accessing therapy services at a facility that is not managed by EverAbility (e.g. daycare facility, school, community location) is the responsibility of that facility. It is also the responsibility of the facility to share health and safety information with EverAbility staff so that any risks can be identified and managed.

If services are being delivered outside of an EverAbility site, there are potential risks to people and property that can be unforeseen. EverAbility cannot and does not take responsibility for loss or damage caused by third parties or events that are beyond the reasonable control of EverAbility (eg a fall whilst navigating a public footpath).

Response to Scheduled Visit

In the event that EverAbility attends your home for a visit and there is no response, we will follow our “No Response to Schedule Visit Procedure”. This procedure is to ensure that all attempts have been made to ensure that you are safe and well prior to leaving your home.