Terms of Service for NDIS

(National Disability Insurance Scheme)

EverAbility Group Limited (ACN 604 293 209) is the parent company of VisAbility, Guide Dogs Western Australia, Guide Dogs Tasmania, and Kites Children’s Therapy.

**This document forms part of your Service Agreement with EverAbility**. It explains your rights and responsibilities as a client, our rights and responsibilities as a service provider, and our approach to delivering NDIS funded services. Failure to meet your responsibilities as listed in the Terms of Service may result in cancellation of services.

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

* a Participant, Representative or alternative decision maker as “**you**,” “**your**”
* the EverAbility Group Limited as “**EverAbility**,” “**we**,” and “**us**”
* the Terms of Service for NDIS as the “Terms of Service”

**The Terms of Service for NDIS are subject to change**. EverAbility will notify you of any changes. Please be aware there may be times where short notice or immediate changes are required for safety, quality, and compliance purposes. 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).**

# Overview of EverAbility Terms of Service for NDIS

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# Rights and Responsibilities

## EverAbility will:

* Be respectful and treat you as an individual, as the expert in you or your family’s personal situation.
* Develop a plan with you based on your goals, monitor your progress through regular reviews, and keep accurate records of supports delivered.
* Respect your privacy and protect your personal and confidential information.
* Deliver safe and quality services with appropriately trained staff and continuously aim to improve services by encouraging you to provide feedback.
* 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) and [National Disability Insurance Scheme Amendment (Getting the NDIS Back on Track No. 1) Act 2024 - Federal Register of Legislation](https://www.legislation.gov.au/C2024A00081/asmade/text)

## We ask you to:

* Be respectful towards the people delivering your services, supporting staff, other people receiving services, and EverAbility property and resources.
* Read and understand the Terms of Service and sign a Service Agreement before your services commence. Failure to do so may delay access to services.
* Share any relevant health information, personal details or preferences that could affect how your support is provided and help ensure your safety.
* Let EverAbility know as soon as possible of any changes to your NDIS plan, or if you wish to make changes to the services and supports you receive,

## 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.

# Service Delivery and Schedule of Supports

As a registered NDIS Provider, EverAbility is obligated by the NDIS Code of Conduct, NDIS Practice Standards and Quality Indicators and the NDIS Pricing Arrangements and Price Limits (PAPL) in how services are delivered and claimed.

EverAbility will work with you to provide services when, where and how you need them. This could mean services may happen at home, school, workplace, community locations, or one of our premises. Our staff are all appropriately trained qualified to deliver the supports you need to achieve your goals as identified in your NDIS Plan.

We will regularly review and monitor the funds allocated in your Service Agreement. You may experience pause or delays to your services if funding is not available in your plan for the type of support you need. We will work with you to prioritise what is most important for you and your safety should any restrictions be placed on your funds, including Stated Supports or Funding Periods.

## Schedule of Supports

The detail about the type of services, amount of support, and associated costs will be outlined in the Schedule of Supports included in your Service Agreement. Costs of service outlined in this schedule are inclusive of all direct and indirect activity required to deliver your supports indicated in your NDIS Plan.

# Service Charges

EverAbility’s approach to service charges, pricing, and claiming of supports is aligned with the [NDIS Pricing Arrangement and Pricing Limits](https://www.ndis.gov.au/providers/pricing-arrangements#ndis-pricing-arrangements-and-price-limits) (PAPL). Prices are based on the type of service provided and the type of activity undertaken. Supports are claimed as:

* face to face
* non-face-to-face
* telehealth
* short notice cancellations
* agreed and required reports, and
* travel for both labour and non-labour costs.

Services may also have different pricing, depending on the location they are delivered. For services delivered in Remote or Very Remote areas according to the Modified Monash Model a regional loading will apply, in line with NDIS PAPL.

### EverAbility will charge for:

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

* Face-to-face and telehealth appointments, including equipment trials. For appointments with more than one worker is attending, each workers’ time will be charged (excludes training of workers). Services provided by students will be charged at the student rate.
* Report writing for assessments, applications, NDIA required reports such as Functional Capacity Assessments, and Assistive Technology (AT) or Home Modification applications, Plan review reports, etc.
* Writing other reports as agreed by both parties or required for duty of care or compliance requirements such as completing an incident report.
* Developing and recording goals in an Individual/Family Services Plan, completing regular and scheduled reviews, reporting progress in updated service plan and Service Summary.
* Correspondence with you via phone, video, email, or text message.
* communication with external organisations and supports including family, medical services, schools, employers, Support coordinators, LAC/NDIA, other service providers.
* Writing progress notes after sessions or phone calls relating to your services.
* Arranging equipment quotes and invoices with suppliers and ongoing communication, equipment and device programming and multidisciplinary team meetings regarding your service provision.
* Training and support for your family, carer, or an approved Assistance Animal.
* Developing therapy programs, session preparation and research linked to your goals and needs.
* Travel to deliver services and supports– See [Travel](#_Travel)
* Short notice cancellations – See [Cancellations](#_Cancellations)

### EverAbility will not charge for:

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

## Pricing

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

**Prices are subject to change.** EverAbility’s service prices follow the NDIS Pricing Arrangements and Pricing Limits (PAPL). If the NDIS updates its pricing or rules, these changes may affect the cost of your services and cancellation terms immediately.

EverAbility will notify you if service prices change. If you do not wish to continue at the new price, you may end your agreement with 14 days’ written notice. If you continue using services after the change, you are agreeing to the updated price.

A new Service Agreement is not required for price changes—updated prices and support units in line with the PAPL will be applied automatically.

## Travel

EverAbility provides services in the locations that will help you to achieve the best outcomes and is able to claim for the travel required by a worker to deliver the support. In addition to the cost of a worker’s time, EverAbility will also claim non-labour costs when travelling to deliver face-to-face supports such as road tolls, parking fees and a per kilometre charge to subsidise the running costs of the vehicle. Travel prices will be outlined in your Program of Supports.

The NDIS Pricing Arrangements and Price Limits (PAPL) uses the Modified Monash Model to classify geographical areas as metropolitan, regional, or remote/very remote to determine maximum travel times based on the location 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 loading fee aligned with the PAPL will be applied. Travel will be quoted and agreed between provider and participant and stated in the Schedule of Supports in your Service Agreement

There is no cap specified in the PAPL for non-labour travel costs like km and parking. Claims for non-labour costs will not next exceed the cost incurred by the worker.

A worker’s departure location will vary based on their scheduled appointments for the day. EverAbility will attempt to minimise travel costs for participants by sharing travel between multiple participants in your area. Travel time for a worker is considered part of the scheduled service and may be subject to short notice cancellation fees.

## 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. Group services in the Community Activity Centre require **7 clear business days’ notice**.

If you cancel, reschedule, or miss an appointment within two business days, EverAbility may charge the full cost of the scheduled service, including travel time if applicable. 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.

We will do our best to fill the appointment, but due to the nature of our services, this may not always be possible. If you cannot attend in person, please contact us to discuss alternatives like telehealth or resource development. If no reasonable alternative is accepted, the full appointment cost may still apply.

If you cancel appointments often, EverAbility will talk with you about your goals and explore ways to help you attend. If a solution cannot be found, services may be paused until you are able to attend your appointments.

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

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

# Payments

If the NDIA manages your NDIS funding, EverAbility will claim payment directly from the NDIA system (PRODA/PACE), typically within 30 days of service delivery.

If you self-manage your plan or use a plan manager, we will send an invoice within 30 days of service delivery. Payment is due within 14 days and can be made by direct deposit or credit card. You will need to keep us up to date with your preferred contact and information for invoice payments. In the event a support has been delivered within the terms of the Service Agreement, but insufficient funds remain in the NDIS Plan, or Funding Period, the participant is responsible for ensuring payment.

If payment is not received within 14 days, services may be paused until payment is made. This applies to any unpaid or overdue invoices. For more details, see our [Service Delivery Policy](https://www.everabilitygroup.org.au/publications/).

We only claim for supports once delivered. Final claims will be submitted no later than 90 days from the end date of your Service Agreement or service booking (where applicable).

# Purchasing items

Sometimes, an EverAbility team member may suggest items that could support you or your family. Before purchasing, you may need a written recommendation to ensure the item is suitable and meets your needs. 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.

EverAbility is not responsible for items bought without a formal recommendation from the relevant specialist clinician that later prove unsuitable. While we cannot offer refunds or replacements, we will help identify an appropriate solution for your needs.

# Assistance Animals – Guide and Assistance Dogs

If your NDIS plan includes a funded Assistance Dog, EverAbility will seek to provide a fully trained and qualified dog matched to your individual needs. Ongoing support will be provided throughout the dog’s working life, as outlined in your Guide Dog and Assistance Dog Agreement.

Please notify EverAbility within 24 hours if you notice any concerning behaviours or health issues with your dog.

# Changes to your Service Agreement

We understand your needs may change over time. If you would like to update your Service Agreement—such as changes to your supports or funding—please contact the Client Experience Team (CET) or a member of your therapy team.

Once you’ve discussed the changes, a revised agreement will be prepared for your approval. After you confirm, we’ll update your supports and funding accordingly.

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 or no active Service Agreement, services will may need to pause or stop in line with EverAbility’s [Service Delivery Policy](https://www.everabilitygroup.org.au/publications/).

### Ending your Service Agreement

To end a Service Agreement, either party must give 14 days’ written notice. Services provided during this time will be charged. If there are outstanding payments or not enough funds, the individual or their representative is responsible for payment.

# Privacy and Confidentiality

To provide services, EverAbility needs to collect personal and sensitive information such as your name, age, address, health details, and service history. This information is stored securely and managed according to our Privacy, Dignity and Confidentiality Policy and relevant laws. We may be required to share it internally, with government agencies, or certification bodies for compliance and quality purposes. Where possible, this will be shared in a de-identified form. You may be asked to participate in a quality audit. Participation is voluntary and you can opt out.

To support consistent and collaborative services, EverAbility may share your information with other individuals, service providers, or government departments. We will ask for your consent before sharing with a new person or organisation unless required by law or due to safety concerns.

If there is anyone you do not wish to share information with, please let your primary therapy or service team member know. You can update your preferences at any time.

Sometimes, audio or video recordings may be used to support your care. You will be informed beforehand and can choose not to be recorded. Although we follow strict privacy standards when delivering services via phone, video, and email, online communication carries some risk. To protect your information during video sessions, we use secure platforms.

# Quality and Safety

## Feedback and Complaints

EverAbility values all feedback. You can share your thoughts in the way that suits you best: by phone, email, online form, in print, Braille, audio, or by speaking with your service team or their manager. You are also welcome to provide feedback anonymously or under an alias. Just keep in mind that if you do, we may not be able to respond or update you on the outcome.

**State Phone Numbers:**

Western Australia: (08) 9311 8202

Tasmania: (03) 6232 1222

**Online Form:** [Feedback and Complaints](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

If you do not feel comfortable providing your feedback directly to EverAbility, would like independent advice and support, or you are unsatisfied with EverAbility’s response to your feedback, you may wish to seek external support. 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/) for more information.

You can view [EverAbility’s Feedback Policy and Procedure](https://www.everabilitygroup.org.au/feedback-complaints) on our website. 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.

## Advocacy Supports

EverAbility is committed to ensuring you receive the best support possible. An independent advocate can help you understand your rights and make informed decisions about your care, supporting you to progress and escalate your complaint or feedback. EverAbility can support you to connect with an advocate as identified in our Complaints and Feedback Policy, or you can explore your options independently.

## Student Involvement in Services

As part of our commitment to continuous improvement, EverAbility partners with universities to offer services under the supervision of experienced Allied Health Professionals. If you prefer not to work with students or have feedback about your experience, please speak with your primary therapist or contact person.

## Managing Risks and Incidents – Our Approach

At EverAbility, we prioritise your safety and well-being through comprehensive risk management and prompt response to incidents. Our team will work with you to identify risks, develop strategies to manage risks and understand how you would like us to respond in the case of an incident or emergency. We foster a culture of safety and care through formal reporting, open communication, investigation, and corrective actions. In the case of a serious or “Reportable Incident”, EverAbility is required to report to external agencies or the police to ensure the highest standards of safety and accountability.

Our staff are trained to identify and report risks, which are recorded maintaining your confidentiality. This information is reviewed and monitored regularly in accordance with the organisation’s risk and incident policies. We are committed to continuous improvement by reviewing risks and incidents sharing learnings across our teams to enhance your safety and provide you with the best possible support.

## Duty of Care

Children under 18 must be supervised by a parent or guardian during all appointments. Whether at EverAbility offices, at home, or in the community the parent or guardian must remain on site. Exceptions may be considered on a case-by-case basis following a risk assessment and agreement by both parties. Parents are also required to read, understand, and agree to our Parent Code of Conduct.

Clients with personal or health care needs must bring a support person who can manage those needs and remain onsite during the appointment. EverAbility staff cannot administer medication.

When therapy is provided at external facilities (e.g. schools, daycares), those facilities are responsible for the health and safety of clients and must share relevant information with EverAbility staff.

Services delivered outside EverAbility sites may involve unforeseen risks. EverAbility is not responsible for loss or damage caused by third parties or events beyond our control (e.g. falls on public footpaths).

## No Response to Scheduled Visit

For your safety and wellbeing, in the event that EverAbility attends your home for a visit and there is no response, we will follow our “No Response to Scheduled Visit Procedure.” If we are unable to successfully make contact with you, we will inform your nominated emergency contact and escalate if required.

## Emergency Services

An ambulance will be called for a person attending or receiving a service if:

1. They are unwell and require urgent medical attention;
2. They have had an accident and sustained an injury, or suspected injury, requiring urgent medical attention; or
3. They have had a fall and require assistance to get up.

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.

The person’s carer or nominated Emergency contact will be contacted promptly and informed. Any additional information about how to manage your individual emergency needs will be recorded as part of your service plan.

# Continuity of Services

In the event of a natural disasters, or community health event (e.g. COVID-19, Influenza outbreak), 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 these circumstances, we will work with you to minimise the disruption to your services.

If 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.).