HOMEHEALTH & MEDICAL SUPPLIES

day&night Homecare

Day & Night Homecare P/L (trading as Homehealth & Medical Supplies)

SERVICE AGREEMENT

1. Parties to the Agreement

This Service Agreement is for _____, a participant in the National Disability Insurance Scheme, with NDIS number _____, Date of Birth (DOB): _____ is made between:

Participant's Representative: _____, _____

AND

The Provider: Day & Night Homecare P/L (trading as Homehealth & Medical Supplies), Building 1, 183-185 Canterbury Road, Bayswater North, Victoria, 3153, ABN 91 639 810 281, NDIS Registration ID 4-JRP0IMH

This Service Agreement will commence on _____, for the period _____to _____.

2. Purpose of Agreement

This Service Agreement is made for the purpose of providing Supports under the Participant's National Disability Insurance Scheme (NDIS) plan. A Support is a service, product, or equipment provided by the Provider under this agreement. The Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

(i) support the independence and social and economic participation of people with disability, and

(ii) enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

3. Supply of Supports

A supply of Supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant's NDIS Plan currently in effect under section 37 of the NDIS Act.

4. Schedule of Supports

The Supports provided under this Service Agreement are:

The sale to the participant of continence, medical, cleaning & cosmetic goods, excluding pharmaceuticals.

The maximum value of Supports over the period of this service agreement is _____.

Additional expenses are the responsibility of the Participant or Participant's representative and is not included in the cost of the Supports.

The Provider must inform the Participant's Representative before accruing any costs in addition what is set out in this Schedule of Supports.

5. Delivery Particulars

The Supports provided under this Service Agreement will be carried out to the participants chosen address:

Unit / Street no.: _____, Address: _____,

Suburb: _____, State: _____, Postcode: _____.

AND

Nominated telephone contact for receivables:

Participant Mobile Number: _____, OR

Representative Mobile Number: _____.

6. Payments

The Provider will seek payment for their provision of Supports:

(i) The Participant's Representative has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will provide a tax invoice for those supports to the Participant's Representative.

The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

7. Responsibilities of the Participant's Representative

Participant's Representative agrees to:

(i) Be responsible for ensuring that Supports purchased under this agreement falls within the guidelines of the Participant's plan;

(ii) Ensure there are sufficient funds in the Participant's budget to purchase the Supports requested;

(iii) Treat the Provider with courtesy and respect;

(iv) Keep the Provider informed of any changes in personal circumstances that may affect the delivery of Supports;

(v) Communicate with the Provider in a timely manner if the Participant has any concerns about the Supports being provided;

(vi) Where the Support item requires an appointment with the service provider, that the Participant gives 24 hours' notice before cancelling any booked appointments;

(vii) Give the Provider the required notice if the Participant seeks to end the Service Agreement;

and

(viii) Let the Provider know immediately if the Participant's NDIS plan is suspended or replaced, or the Participant stops being a qualified Participant in the NDIS.

8. Responsibilities of the Provider

The Provider agrees to:

(i) Provide all supports under this agreement as outlined in Clause 3, in a manner that is timely and meets the participant's needs;

(ii) Communicate clearly, openly, and honestly;

(iii) Treat the Participant and any of the Participant's representatives with courtesy and respect;

(iv) Consult the Participant on decisions regarding how Supports are provided;

(v) Give the Participant information about managing any complaints or disagreements if required;

(vi) Listen to the participant's feedback and resolve problems quickly;

(vii) Protect the Participant's privacy and confidential information;

(viii) Advise the Participant of any delays in the delivery of Supports;

(ix) Provide Supports in a manner consistent with all relevant laws, including but not limited to the National Disability Insurance Scheme Act 2013 its associated rules and regulations as issued and amended from time to time, and the Australian Consumer Law; and

(x) Keep accurate records on the Supports provided to the Participant and periodically issue tax invoices of the Supports delivered to the Participant.

9. Service Provider Contact

In case of any problems with the Supports delivered under this agreement, the Participant's Representative may contact:

Judith Vanston, Aleisha Hill or DNHC customer service

info@hhmedicalsupplies.com.au or sales@hhmedicalsupplies.com.au

(03) 9725 6999

Building 1, 183-185 Canterbury Road, Bayswater North, Victoria, 3153

10. Amending this Agreement

Parties must inform other parties of any intent to modify this agreement within _____7 days_____. Any changes to this Service Agreement, including Support provisions, must be in writing, signed, and dated by the Parties. Amendments not executed under the formalities in this clause will be considered null and void.

11. Terminating This Agreement

Either of the Parties may end this Service Agreement by giving the other party _____3 days_____notice.

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Patrick Barkla

Signature of Participant's Representative

Signed for Day & Night Homecare P/L (trading as Homehealth & Medical Supplies) by its authorised representative

Date

Name and Position of Signatory

NDIS Participant's Representative Number