

# TERMS AND CONDITIONS

## 1. Schedule of Supports

1.1 Subject to the availability of NDIS funds accessible by My Plan Advisor through the NDIA portal in relation to the Participant, My Plan Advisor agrees to provide the support listed in Annexure A below.

1.2 The pricing in Annexure A is inclusive of GST (if applicable) and represents the total cost of the listed supports. These prices will be automatically adjusted whenever the NDIA updates its Price Limits or issues revised guidance or publications.

## 2. Your Responsibilities

By entering into this Agreement, the Participant or Authorised Representative agrees to:

2.1 Treat all My Plan Advisor staff with respect and courtesy.

2.2 Inform My Plan Advisor of their preferred method of communication.

2.3 Ensure that all NDIS funds are used appropriately to achieve the Participant's NDIS goals and in accordance with their approved NDIS Plan.

2.4 Regularly monitor the budget and information provided by My Plan Advisor to minimise the risk of overspending.

2.5 Provide all information requested by My Plan Advisor promptly and accurately to assist with the delivery of Plan Management services.

2.6 Ensure that reimbursement claims include acceptable evidence of payment, as required by My Plan Advisor, the NDIA, the Australian Taxation Office (ATO), or other relevant regulatory bodies.

2.7 Acknowledge that there is no contractual or implied relationship between My Plan Advisor and any of the Participant's chosen service providers.

2.8 Refrain from providing misleading, false, or incomplete information that could reasonably be expected to:

- 2.8.1 Create reputational, financial, or regulatory risk for My Plan Advisor.

- 2.8.2 Pose a work health and safety risk to My Plan Advisor staff, including through verbal or written abuse.

- 2.8.3 Breach NDIA rules, legislation, or published policies.
  - 2.8.4 Cause My Plan Advisor to violate the National Disability Insurance Scheme Act 2013 (Cth) or other applicable laws or regulations.
- 2.9 Avoid engaging in any conduct intended to unlawfully obtain NDIA funds, as prohibited under section 182 of the NDIS Act 2013 (Cth).

### 3. Our Responsibilities

By entering this Agreement, My Plan Advisor agrees to:

- 3.1 Treat Participants and their representatives with professionalism, courtesy, and respect.
- 3.2 Use the Participant's preferred method of communication wherever feasible.
- 3.3 Support the Participant in managing their NDIS funds in line with NDIA and ATO requirements.
- 3.4 Provide budget transparency by:
  - 3.4.1 Tracking expenditure and sharing relevant budget information online through the My Plan Advisor client portal.
  - 3.4.2 Making monthly financial statements available online for the Participant or their representative.
- 3.5 Refer any provider inquiries back to the Participant if permission to liaise directly has not been granted.
- 3.6 Maintain systems to identify and manage potential conflicts of interest.
- 3.7 Address any issues or inappropriate conduct involving the Participant, a provider, or a third party, and work collaboratively toward resolution.

### 4. My Plan Advisor Fees

- 4.1 My Plan Advisor will claim establishment and ongoing monthly plan management fees directly from the Participant's NDIS Plan via the NDIA portal, as outlined in "Annexure A" at the bottom.

## 5. Service Provider Claims

5.1 My Plan Advisor will submit payment requests through the NDIA portal only for invoices received from service providers that meet NDIA and ATO requirements and that relate to supports delivered in accordance with the Participant's NDIS Plan.

## 6. Changes to the Plan

6.1 The Participant or Authorised Representative must notify My Plan Advisor in writing within one (1) business day if the Participant's NDIS Plan is amended, extended, reviewed, or replaced, or if the Participant ceases to be a NDIS participant.

## 7. Liability

7.1 The Participant acknowledges that:

- 7.1.1 My Plan Advisor's role is limited to managing NDIS funding for supports.
- 7.1.2 My Plan Advisor is not responsible for any loss or damage arising from the actions or omissions of third parties, including other providers or the NDIA.

7.2 Except for statutory guarantees under Schedule 2 of the Competition and Consumer Act 2010 (Cth), all other implied warranties are excluded to the extent permitted by law.

7.3 Subject to those guarantees, My Plan Advisor shall not be liable for any loss or damage (including consequential loss) arising out of this Agreement, whether in contract, tort, negligence, or otherwise.

7.4 The total liability of My Plan Advisor under this Agreement shall not exceed the total fees paid to My Plan Advisor for Plan Management services during the 12 months prior to any claim.

## 8. Ending this Service Agreement

8.1 Either party may terminate this Agreement by giving 28 days' written notice, unless a different timeframe is agreed in writing.

8.2 Either party may terminate this Agreement immediately by written notice if the other party commits a material breach

## 9. Privacy

9.1 My Plan Advisor complies with the Privacy Act 1988 (Cth), the Australian Privacy Principles, and the NDIS Act 2013 (Cth). A copy of My Plan Advisor's Privacy and Dignity Policy is available on our website.

9.2 By signing this Agreement, the Participant or Authorised Representative gives consent for My Plan Advisor to collect, use, store, and disclose personal information in accordance with applicable privacy legislation and our internal policies.

## 10. Warranties and Representations

10.1 The Participant or Authorised Representative warrants that:

- 10.1.1 All information provided to My Plan Advisor is true and accurate.
- 10.1.2 They have had the opportunity to seek independent legal advice before signing this Agreement.
- 10.1.3 They have entered into this Agreement voluntarily and without coercion.
- 10.1.4 All claims submitted by My Plan Advisor on their behalf accurately reflect goods and services received in accordance with NDIA rules and legislation.

10.2 My Plan Advisor warrants that the information it provides under this Agreement is accurate and current at the time of communication.

## 11. Conflict of Interest

11.1 My Plan Advisor is committed to identifying, disclosing, and managing any actual, potential, or perceived conflict of interest in accordance with the NDIS Act 2013 (Cth), NDIS Code of Conduct, and NDIS Practice Standards.

11.2 My Plan Advisor operates under Disability Care Pty Ltd, which also provides disability support services through its related division, My Disability Care (MDC). Due to this structure, there may be circumstances where conflict of interest may arise, including but not limited to situations where a Participant receiving Plan Management services from My Plan Advisor also receives, or chooses to receive, disability support services from MDC.

11.3 Where such circumstances exist, My Plan Advisor will:

- 11.3.1 Disclose the conflict of interest to the Participant promptly and transparently;
- 11.3.2 Ensure the Participant is fully informed of their right to choose any disability support provider or plan manager without influence or pressure;
- 11.3.3 Maintain clear separation between plan management functions and disability service operations, including separation of staff duties, decision-making, and financial processes;
- 11.3.4 Provide impartial advice based solely on the Participant's needs and goals, and never use plan management functions to promote or give preferential treatment to MDC or any related service;
- 11.3.5 Provide alternative provider options if discussing referral pathways; and
- 11.3.6 Record and manage all conflicts of interest through internal registers and procedures.

11.4 A Participant's employment with MDC, if applicable, will not influence or affect the delivery of Plan Management services by My Plan Advisor. All employment-related decisions and plan management decisions will remain operationally separate.

11.5 Participants acknowledge that any conflict of interest disclosed under this clause does not restrict their right to always exercise choice and control when selecting service providers or plan managers.

## **12. Goods and Services Tax (GST)**

12.1 The parties agree that the supports listed in Annexure A are GST-free unless otherwise stated or advised by My Plan Advisor.

## **13. Feedback, Complaints, and Disputes**

13.1 Participants may provide feedback or lodge complaints by emailing [info@myplanadvisor.org](mailto:info@myplanadvisor.org), through the My Plan Advisor website, or by calling our office. A copy of our Feedback and Complaints Policy is available on request.

Nothing in this Agreement limits the Participant's right to make a complaint directly to the NDIS Quality and Safeguards Commission.



## 14. Miscellaneous Entire

### Agreement

14.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions and representations.

14.2 Each party acknowledges that no representations or warranties have been relied upon other than those expressly stated in this Agreement.

### Force Majeure

14.3 My Plan Advisor will not be liable for any delay or failure to perform its obligations where such delay or failure is caused by circumstances beyond its reasonable control.

### Waiver

14.4 Failure by My Plan Advisor to enforce any term of this Agreement will not be considered a waiver of its rights.

14.5 The partial exercise of a right does not prevent further exercise of that right.

14.6 A waiver of one breach does not constitute a waiver of subsequent breaches.

### Severability

14.7 If any clause of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to operate in full force and effect.

### Variations

14.8 My Plan Advisor may amend these terms by providing written notice to the Participant.

14.9 Any changes requested by the Participant will only take effect once confirmed in writing by My Plan Advisor.



## Assignment

14.10 The Participant may not transfer or assign their rights under this Agreement without the prior written consent of My Plan Advisor.

14.11 My Plan Advisor may assign its rights or obligations under this Agreement to a third party by giving the Participant at least ten (10) business days' written notice.

## 15. Jurisdiction

This Service Agreement is governed by the law of Queensland, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Queensland.



## Annexure A

The descriptions of support and corresponding price limits outlined in the following Schedule of Supports may be updated periodically to reflect any changes made to the NDIS Pricing Arrangements and Price Limits or other publications released by the NDIA.

### Plan Management – Initial Setup and Ongoing Monthly Administration Fee

Support Line Item	Description of Support	Price Limit
Plan Management - Financial Administration (14_034_0127_8_3)	<p>A recurring monthly charge for the continued administration and oversight of financial management processes related to the funding of supports.</p> <p><u>Note:</u> The monthly fee may vary depending on the specific inclusions in your plan and your geographical location.</p>	<p>\$104.45* per month</p> <p>Remote: \$146.23* per month</p> <p>Highly Remote: \$156.67* per month</p>