

Terms and Conditions

If you would like to contact Empowered Therapy and Training in conjunction with Kool Kids Tutoring, please feel free to use one of the following methods:

Phone: 1800 007 888

Email: contact@empoweredtherapyandtraining.com

Privacy and Confidentiality

All details contained within this Service Agreement are considered to be **private and confidential**.

The only privileged parties to this information will be the participant nominated in the Service Agreement, their authorised representatives, plan nominees, Empowered Therapy and Training in conjunction with Kool Kids Tutoring (provider) and relevant governing bodies; inclusive of the:

1. National Disability Insurance Agency (NDIA)
2. NDIS Quality and Safeguards Commission (NDISQC)

Feedback, Complaints and Disputes

If the participant wishes to give the provider feedback, the participant can fill out this form: <https://form.io/form.com/202357548626057> or call us on 1800 007 888.

If the participant is not happy with the provision of services / supports and wishes to make a complaint they can call us on 1800 007 888.

If the participant is not satisfied or does not want to talk to the designated person, they may refer their complaint to;

1. The Office of the Australian Commissioner Enquiries Line. They can be contacted on; phone 1300 363 992 or email enquiries@oaic.gov.au
2. The NDIS Safeguards and Quality Commission, for states under their Jurisdiction. They can be contacted on phone 1800 035 544 or email contactcentre@ndiscommission.gov.au or complaints@ndiscommission.gov.au
3. Endeavour Foundation can be contacted on phone 1800 112 112 or email.
4. Yourtown can be contacted on phone (07) 3368 3399 or email support@yourtown.com.au
5. Kids Helpline can be contacted on phone 1800 551 800.

Payments

The provider will seek payment for their provision of supports after the participant(s) representative confirms satisfactory delivery of the supports.

1. If the funding for any of the chosen supports provided under this Service Agreement is managed by the participant: The participant has chosen to Self Manage the funding provided by the NDIS for the supports required by the participant. After providing those supports, the provider will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by internet banking within 7 days.
2. If the funding for any of the supports provided under a Service Agreement is managed by a Plan Nominee: The participants Plan Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the provider will send the participant's nominee an invoice for these supports for the participant's nominee to pay. The participant's nominee will pay the invoice by internet banking within 7 days.

3. If the funding for any of the supports provided under a Service Agreement is managed by the National Disability Insurance Agency: The participant has nominated the NDISQSC to manage the funding for supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the NDISQSC
4. If the funding for any of the supports provided under this Service Agreement is managed by a Registered Plan Management provider: The participant has nominated the Plan Management provider to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the Registered Plan Management Provider.

Goods and Service Tax GST

For the purposes of GST legislation, the Parties confirm that: A supply of supports under a NDIS Participant Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the participants NDIS plan currently in effect under section 37 of the NDIS Act.

The participants NDIS plan is expected to remain in effect during the period the supports are provided; and

The participant(s) representative / nominee will immediately notify the provider if the participants NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS. This **ONLY** applies to NDIS Participants. Private participants will be charged GST accordingly.

Refunds

Refunds may be made in the following circumstances only:

1. Errors in Amount Paid: Should an error be made in the amount of any payments, you have 60 days in which to notify Empowered therapy and training in conjunction with Kool Kids Tutoring of the error. A small processing fee may apply.
2. Errors by Us: Should an error be made by NDP or its financial institution(s), full refunds will be made immediately upon notification of the error and all costs will be borne by NDP.

All requests for refunds must be made in writing and forwarded as follows: finance@empoweredtherapyandtraining.com

Cancellations

If the end date of the Service Booking has not passed, it can be extended but not beyond the end date of the participant plan. Providers cannot create/change Service Bookings retrospectively. Where a Service Booking is changed, both the participant and provider must agree to the requested change of the Service Booking.

Four (4) or more cancellations or no shows in a row and Empowered Therapy and Training in conjunction with Kool Kids Tutoring will contact you to discuss what action may be taken. This may include:

1. Reviewing your service agreement (including times, dates and locations for delivery) to avoid further cancellations.
2. Putting your service agreement on hold.

Should there be further cancellations and or no shows after this, you may risk having your service agreement cancelled by

Empowered Therapy and Training in conjunction with Kool Kids Tutoring.

If participants are non-compliant or not engaging in services, Empowered Therapy and Training in conjunction with Kool Kids Tutoring will make all efforts to help participants to re-engaged. Failing this, the provider reserves the rights to terminate all services.

Short Notice Cancellations

As stated in NDIS Pricing Arrangements and Price Limits Empowered Therapy and Training in conjunction with Kool Kids Tutoring reserve the rights to apply or waive the following: *Where a provider has a Short Notice Cancellation (or no show), they are able to claim 100% of the agreed fee associated with the activity from the participant's plan, subject to the NDIS Pricing Arrangements and Price Limits and the terms of the service agreement with the participant.*

A cancellation is a short notice cancellation if the participant:

- Does not show up for a scheduled support within a reasonable time, or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support; or
- Has given less than seven (7) clear days' notice for a support.

For supports delivered to a group of participants, if a participant cancels their attendance and if the provider is unable find another participant to attend the group session in their place then, if the other requirements for a short notice cancellation are met, the provider is permitted to bill the participant who has made the short notice cancellation at the previously agreed rate that they would have billed if the participant had attended the group. All other participants in the group should also be billed as though all participants had attended the group.

Providers can only claim from a participant's plan for a Short Notice Cancellation of the delivery of a support item to the participant if all of the following conditions are met:

- The NDIS Pricing Arrangements and Price Limits indicates that providers can claim for Short Notice Cancellations in respect of that support item; and
- The proposed charges for the activities comply with the NDIS Pricing Arrangements and Price Limits; and
- The provider has the agreement of the participant in advance (that is, the service agreement between the participant and provider should specify that Short Notice Cancellations can be claimed); and
- The provider was not able to find alternative billable work for the relevant worker and are required to pay the worker for the time that would have been spent providing the support.

Claims for a short notice cancellation should be made using the same support item as would have been used if the support had

been delivered, using the "Cancellation" option in the myplace portal.

There is no hard limit on the number of short notice cancellations (or no shows) for which a provider can claim in respect of a participant. However, providers have a duty of care to their participants and if a participant has an unusual number of cancellations, then the provider should seek to understand why they are occurring. The NDIA will monitor claims for cancellations and may contact providers who have a participant with an unusual number of cancellations.

Example - Short Notice Cancellation

A one-hour support is scheduled for 10 am on a Tuesday following a Public Holiday Monday.

The participant cancels the support after 10 am on the Thursday before the Public Holiday Monday and the provider is not able to find alternative billable work for the relevant worker and is required to pay the worker for the time that would have been spent providing the support. If the Service Agreement between the participant and the provider has included cancellation arrangements then the provider can claim for this support. The claim should be made at the agreed rate for the service against the relevant support item using the drop down field "Cancellation".

SPECIAL CIRCUMSTANCES:

Charges may be waived if you have experienced an emergency such as: Hospitalisation or a death in the family.

This will be decided at the Directors discretion.

If there are more than eight (8) instances of cancellations or no shows within a 12-month period, on the ninth (9th) occasion we are required to notify the National Disability Insurance Agency, so that consideration may be given to reviewing your supports to your plan. This may affect your ongoing service provision with us.

NDIS NOTE: No fee is payable by NDIS, or participant, for cancellation by provider or any failure to deliver the agreed supports.

Failure to pay within fourteen (14) days may risk cancellation of services until paid in full.

If a participant makes a short-notice cancellation, which is after 3pm the day before the service, the provider will charge 90% of the agreed price for the cancelled appointment.

For other cancellations, where the participant has provided notice of cancellation prior to 3pm the day before the scheduled service, no cancellation fee will apply.

If Empowered Therapy and Training in conjunction with Kool Kids Tutoring is unable to provide a service at the agreed time a suitable replacement session will be arranged with the participant.