



Service Terms and Conditions

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Version: 1.1

1. Introduction

These Terms and Conditions describe the rights and responsibilities of clients and SA Disability Care. They are designed to ensure that services are provided in line with the NDIS Practice Standards, the Aged Care Quality Standards, and all relevant legislation.

The terms and conditions outlined below will be incorporated into the client's individualised service agreement.

By entering into a service agreement, the client (or their authorised representative) confirms that they understand and accept these terms as the basis of service delivery.

2. Services Provided

SA Disability Care agrees to deliver the supports and services outlined in the individual service agreement. Services may include personal care, domestic assistance, community access, nursing care, allied health services, respite, care coordination and management, and other supports as agreed.

3. Client Rights

The client has the right to be treated with dignity, respect, and fairness at all times. The client has the right to safe, high-quality, and person-centred services, and to actively participate in decisions about their care. The client's privacy and confidentiality will always be respected, and they may access their records at any time.

The client has the right to make a complaint, provide feedback, and request changes to services without fear of discrimination or disadvantage.

4. Client Responsibilities

The client agrees to treat staff, other clients, and stakeholders with respect. The client agrees to provide accurate and up-to-date information about their needs and circumstances and to inform SA Disability Care of any significant changes.

The client is responsible for giving reasonable notice for service changes or cancellations, as outlined in their service agreement, and for meeting any financial obligations not covered by the NDIS or Aged Care funding, or in line with any means-tested assessment.

5. Provider Responsibilities

SA Disability Care will deliver services in accordance with the highest standards of quality, safety, and professionalism, and in line with NDIS and Aged Care Codes of Conduct, and the rights of individuals. Staff will be appropriately qualified, trained, and supervised. The organisation will maintain confidentiality, protect client records, and communicate transparently about services, schedules, and costs.

SA Disability Care will manage risks and incidents responsibly and provide clear avenues for complaints and feedback.

6. Fees and Charges

All fees will be charged in accordance with the NDIS Pricing Arrangements and Price Limits or the Aged Care Fee Schedule, depending on the client's program. Invoices will clearly list the services delivered, the hours worked, and the costs.

Additional expenses, such as travel or transport, may be claimed in line with the relevant guidelines. No charges will be made for cancellations where appropriate notice is given.

7. Cancellations

If a client needs to cancel a service, notice periods outlined in the client's service agreement must be observed. Where insufficient notice is given, charges may apply in accordance with the SA Disability Care's rules, and relevant program allowances. SA Disability Care also reserves the right to cancel or reschedule services in unforeseen circumstances, with as much notice and consultation as possible provided to the client.

8. Confidentiality and Privacy

All personal and health information is handled in accordance with the Privacy Act 1988 (Cth). Information will only be shared with client consent, unless disclosure is required by law or for reasons of safety.

9. Complaints and Feedback

Clients are encouraged to raise any concerns directly with SA Disability Care. Complaints will be addressed promptly and fairly. If a client is not satisfied with the outcome, or does not feel comfortable raising concerns directly, they may escalate the matter to external agencies, including:

- **NDIS Quality and Safeguards Commission** – 1800 035 544
- **Aged Care Quality and Safety Commission** – 1800 951 822

10. Ending Services

The reasons why agreements may be ended by either the client or SA Disability Care, and relevant notice periods, are set out in the relevant service agreements. All outstanding invoices must be settled as soon as possible after the ceasing care. Relevant documentation and reports will be provided to assist in transitioning to another provider if requested.

11. Emergencies and Risk Management

SA Disability Care has policies in place for managing emergencies, incidents, and risks. Clients are expected to cooperate with these procedures when necessary to ensure their safety and wellbeing.