



NDIS REGISTERED
PROVIDER

ICONIC CARE PTY LTD

ABN: 80 636 513 963

NDIS Provider Number: 4-G1IMS95 (New System ID: 4050084388)

Address: Suite 6 & 7, 82-84 Queen Street, Campbelltown, NSW 2560, Australia



Iconic Care Pty Ltd

PLAN MANAGEMENT
SERVICE AGREEMENT



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1. Parties

This **Service Agreement** is for _____ a participant in the National Disability Insurance Scheme and is made between:



[Participant / participant's representative (such as a family member or friend)]	[[ContactName]] / [[RepresentativeName]]
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and

Provider	Iconic Care Pty Ltd
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This Service Agreement will commence on _____ for the period **Start Date** _____ to **Plan End Date** _____.

2. The NDIS and this Service Agreement

- (a) This Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS).
- (b) A copy of the participant's NDIS plan is attached to this Service Agreement *[delete this sentence if participant chooses not to attach their plan]*.
- (c) The participant and the service provider agree that this Agreement is in line with the main ideas of the NDIS. These ideas include things like having more choices, achieving your goals and taking part in the community.
- (d) The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:
 - (e) support the independence and social and economic participation of people with disability, and
 - (f) 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. Schedule of supports



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The provider agrees to provide the participant **Plan Management Service** till **[[PlanEndDate]]**.

Support Item	NDIS Support Item Reference No	Description/Scope of Work	Units	Price Limit
Plan Management and Financial Capacity Building - Set Up Costs	14_033_0127_8_3	A one-off (per plan) establishment fee for setting up of the financial management arrangements for managing of funding of supports	Each	\$232.45
Management - Financial	14_034_0127_8_3	A monthly fee for the ongoing maintenance of the financial management arrangements for managing of funding of supports.	Monthly	\$104.45

Please note any changes will be in accordance with NDIS pricing guide.

The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the (participant/representative) _____ and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, laundry products, creams etc.

4. Responsibilities of the provider

The provider agrees to:

- Provide plan management - Financial Administration
- Reconcile client balances
- Pay supplier invoices on behalf of client
- Process client reimbursement claims
- Track expenditure against client budget
- Provide monthly statements of expenditure and available funding upon request
- Assist with purchases where appropriate
- Trouble shooting
- Client liason - emails, phone calls etc
- Consult the Participant/Nominated Representative on request regarding decisions about how funds are spent
- Communicate openly and honestly in a timely manner
- Treat the Participant/Nominated Representative with courtesy and respect



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- Listen to the Participant/Nominated Representative's feedback and resolve problems quickly
- Protect the Participant's privacy and confidential information as per the Iconic Care's privacy policy (policy is available on iconic care's website)
- communicate openly and honestly in a timely manner.
- treat the participant with courtesy and respect.
- consult the participant on decisions about how supports are provided.
- Provide the supports that meet your needs at the preferred times.
- Review the provision of supports monthly
- give the information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant)
- listen to the participant's feedback and resolve problems quickly
- give the participant a minimum of 24 hours notice if the provider has to change a scheduled appointment to provide supports
- Keep personal information private.
- Keep you safe and ensure the safety of others.
- give the participant the required notice if the provider needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- protect the participant's privacy and confidential information
- provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law; keep accurate records on the supports provided to the participant
- issue regular invoices and statements of the supports delivered to the participant.

Service Provider has policies and procedures that are built on human rights. Where allegations of abuse, neglect, violence, exploitation or discrimination are made, (Service Provider employs a Zero Tolerance policy).

5. Responsibilities of the participant/participant's representative

The participant/participant's representative agrees to:

- Take due steps to provide information as requested by Iconic Care in a timely manner



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- Discuss any concerns about our services with Iconic Care Plan Management
- Advise Iconic Care Plan Management's immediately if the participant's NDIS plan is suspended or replaced by new NDIS plan or the participant stop being a participant in the NDIS
- Respect the rights of staff, ensuring their workplace is safe and healthy and free from harassment.
- Abide by the terms of your agreement with us.
- Understand that your needs may change and with this, your services may need to change to meet your needs
- Accept responsibility for your own actions and choices even though some choices may involve risk.
- Tell us if you have problems with the care and services you are receiving.
- Give us enough information to develop, deliver and review your support plan.
- Care for your own health and wellbeing as much as you are able.
- Provide us with information that will help us better meet your needs.
- Provide us with a minimum of 24 hours' notice when you will not be home for your service.
- Be aware that our staff are only authorised to perform the agreed number of hours and tasks outlined in your service agreement.
- Participate in safety assessments of your home.
- Ensure pets are controlled during service provision.
- Provide a smoke-free working environment.
- Pay the agreed amount for the services provided.
- Tell us in writing (where able) and give us notice prior to the day you intend to stop receiving services from us.
- To inform staff if you wish to opt out when asked.
- Inform the provider about how they wish the supports to be delivered to meet the participant's needs
- Treat the provider with courtesy and respect
- Talk to the provider if the participant has any concerns about the supports being provided
- Give the provider a minimum of 24 hours' notice if the participant cannot make a scheduled appointment; and if the notice is not provided by then, the provider's cancellation policy will apply



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- give the provider the required notice if the participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information), and
- let the provider know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS plan or the participant stops being a participant in the NDIS.

As an individual using our support services there are a few things that we ask of you. The information below explains the responsibilities you have when using our services. We ask that you:

6. Claiming Payments

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

Iconic Care will claim directly from the NDIA an agreed monthly fee for the provision of support as agreed in the Fees Schedule – Improved Life Choices (Supprt Area 14) upon acceptance of this Service Agreement.

By nominating Iconic Care, to provide plan management services and to manage the funding; we will claim from the NIDA portal for funding to the amounts specified in the support areas and the approved budgets in the participant's NDIS Plan. After these supports will be delivered the service provider for participant's nominated representative will claim payment for those supports from Iconic Care by forwarding your invoices at pm@iconiccare.com.au.

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.

7. Participant's Budget Details

The Participant/Nominated Representative will provide Iconic Care, details of their support budgets as per the Participant's current NDIS plan. If the support categories or budgets change, the Participant/Nominated Representative agrees any changes will be submitted immediately in writing to Iconic Care, signed and dated by the Participant/Nominated Representative.

8. Plan Changes

The Participant/Nominated Representative agrees to immediately notify Iconic Care and provide relevant plan details in writing if the Participant's NDIS Plan is replaced with a new plan, or the Participant ceases to be a participant in the NDIS.

9. Changes to this Service Agreement



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If changes to the supports or their delivery are required, the parties agree to discuss and review this Service Agreement. The parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the parties.

10. Ending this Service Agreement

Should either party wish to end this Service Agreement they must give **one month notice**.

If either party seriously breaches this Service Agreement the requirement of notice will be waived.

11. Feedback, Complaints and Disputes

If the participant wishes to give the provider feedback, the participant can talk to Ayaz Uddin Muhammad on M:04 055 19178 or ayaz@iconiccare.com.au.

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to Zahid Iqbal on M: 0433433066 or complaints@iconiccare.com.au.

If the participant is not satisfied or does not want to talk to this person, the participant can contact the National Disability Insurance Scheme by calling 1800 035 544 , visiting one of their offices in person, or visiting ndis.gov.au for further information.

12. Goods and Services Tax (GST)

For the purposes of GST legislation, the Parties confirm that:

- (a) a supply of supports under this 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 participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- (b) the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- (c) the (participant/representative)_____ will immediately notify the provider if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

13. Disclaimer

Iconic Care provided information is provided in good faith, to the best of our knowledge and is considered to be correct at the time of communication, however, changes may affect this



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accuracy therefore Iconic Care gives no assurance as to the accuracy of any information or advice given.

Any advice given by Iconic Care outside of plan management advice shall be considered general in nature. Iconic Care shall not be liable for any failure of, or delay in the performance of this service agreement for the period that such failure or delay is;

- Beyond the reasonable control of a party,
- Materially affects the performance of any of its obligations under this agreement, and
- Could not reasonably have been foreseen or provided against (eg. Government Acts prohibiting or impending any party from performing its respective obligations under the Service Agreement contract) or (eg. prolonged lack of power supply).

Nothing in the Iconic Care Service Agreement negates or diminishes the statutory guarantees regarding the supply of services the Participant/nominated representative receive under The Australian Consumer Law (Competition and Consumer Act 2010-Schedule2).

Iconic Care takes in good faith the information provided by the Participant/nominated representative to be true and accurate, and that claims presented by Iconic Care are a true reflection of goods and services provided to the Participant in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).

14. Contact Details

The [[ContactName]] / [[RepresentativeName]] can be contacted on:

Participant Contact details	
Phone [B/H]	
Phone [A/H]/Mobile	
Email	
Address	
Alternative contact person	



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The provider can be contacted on:

Provider Contact details	
Contact name	Ayaz Uddin Muhammad
Mobile	0405519178
Email	Info@iconiccare.com.au
Address	74 The Kraal Drive, Balir Athol, NSW 2560

15. Agreement Signatures

The parties agree to the terms and conditions of this Service Agreement.

Signature of **Participant/Representative**

Name of **Participant/Representative**

Date:

Zahid Iqbal

Signature of authorised person from provider

Name of authorised person from provider

Date:

16. Cancellation Policy

Cancellation Fees If your child is sick, for their health and well-being and that of other clients and our staff, please cancel or reschedule their appointment. Iconic Care has a “no exceptions” cancellation fee policy.

We understand that children get sick and things happen so from time to time, we will waive cancellation fee in cases we will be informed at least 24 hours before the scheduled appointment time.



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Cancellation fees are charged at the rate of 100% of the Scheduled Appointment Fee if cancellations are made after 3:00 PM on the day before the scheduled appointment.

***Please visit <https://iconiccare.com.au/cancellation-policy/> to read our latest cancellation policy.

A Note to NDIS Participants

The NDIS rate applies to all NDIS participants, irrespective of how their plan is managed e.g., NDIA managed, Plan Management Agency managed or Self-Managed. This is because all services that are purchased through NDIS funding are subject to being delivered by services that meet the National Quality & Safeguard Commission's NDIS Practice Standards. Where an NDIS self-managed participant has exhausted their plan budget and chooses to continue paying privately for services, a new service agreement will need to be negotiated with Iconic Care before they can be offered the private fee-paying client rate