



SERVICE AGREEMENT and EASY READ DOCUMENTS

SERVICE AGREEMENT

NOTE: A Service Agreement can be made between a participant and a provider, a participant's representative, and a provider. A participant's representative is someone close to the participant, such as a family member or friend, or manages the support funding under a participant's NDIS plan. This Service Agreement includes the provider's Standard Terms of Trade set out in **Annexure A**.

1. Parties

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

Name and address of Participant	
Name of Advocate/Participant's Representative (e.g. a family member or friend)]	

and

Service Provider	Power Mobility Pty Ltd
Address	Unit 2, 452 Bilsen Road Geebung Brisbane QLD 4014
Phone number (if available)	(07) 32654663

This Service Agreement will commence on [day, month, year] for the period [insert date] to [insert date].

2. The NDIS and this Service Agreement

- This Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS).
- The participant and the service provider agree that this Agreement is in line with the main ideas of the NDIS. These ideas include having more choices, achieving your goals and participating in the community.
- The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:
 - support the independence and social and economic participation of people with disability
 - enable people with a disability to exercise choice and control in pursuing their goals and planning and delivering their supports.

3. Schedule of Supports

The provider agrees to provide the participant with the product/s and or service/s set out in the quote and invoice provided by the service provider to the participant (**Schedule of Supports/supports**). The Schedule of Supports/supports will include the following information

- (a) Details of the product/s and or service/s being provided
- (b) An estimate of the timeframe the Schedule of Supports will be provided
- (c) who will provide them
- (d) how much they will cost.

All prices are GST inclusive (if applicable) and include the cost of providing the supports.

4. Responsibilities of the Provider

4.1 The provider agrees to:

- (a) Review the provision of support with the participant at least [specify frequency, e.g. three monthly].
- (b) Create a Participant Emergency and Disaster Plan where we will consult and review your needs, risks and requirements to design a plan that keeps you safe during an emergency and disaster. To ensure that this plan is relevant and works for you, we will complete a trial of your emergency plan and seek your input to improve this plan. The Plan will be added as an appendix in this Agreement
- (c) Test and adjust the emergency plan used to respond to an emergency or disaster
- (d) Provide supports that meet the participant's needs at the participant's preferred times.
- (e) Provide supports that consider the participant's safety
- (f) Communicate openly and honestly promptly.
- (g) Treat the participant with courtesy and respect.
- (h) Consult the participant on decisions about how supports are provided.
- (i) Ensure that there is no conflict of interest and inform the participant if there is any potential.
- (j) Provide an invoice to fix damages for the participant to pay.
- (k) Provide the supports that meet your needs at the agreed preferred times.
- (l) Give the information about managing complaints or disagreements and details of the Provider's cancellation policy (if relevant).
- (m) Listen to the participant's feedback and resolve problems quickly.
- (n) Provide the participant with a minimum of 24 hours' notice if the Provider has to change a scheduled appointment to provide supports.
- (o) Keep personal information private

- (p) Follow critical incident management procedures to ensure the safety of participants by providing information via the Participant Handbook
- (q) Keep you safe and ensure the safety of others where relevant
- (r) Never provide the participant with financial advice or information (see Participant Handbook for more details)
- (s) Provide a copy of any updated support or risk plan as soon as it is practicable.
- (t) Provide you with the opportunity to select your support worker/s via interviews or meetings. You have the final say on your workers.
- (u) Train staff to meet your needs and circumstances.
- (v) give the participant the required notice if the Provider needs to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information)
- (w) protect the participant's privacy and confidential information, including the participant's data, health information and other personal details gathered during the intake process. We will ensure that your information remains private while delivering our services.
- (x) provide supports 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
- (y) issue regular invoices and statements of the supports delivered to the participant.
- (z) The 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 and procedure).

4.2 Australian consumer law

Power Mobility Pty Ltd will ensure that the participant is treated fairly. Our services are fit-for-purpose and match the description provided, per the *Competition and Consumer Act 2010 (CCA)*. Support or replacement of services will be negotiated with the Participant. Power Mobility Pty Ltd will provide proof of financial transactions to the participant or their advocate, as requested. In the development of Service Agreements with the Participant, we do not:

- mislead or deceive participants (this includes providing false information or not enough information)
- accept payment for goods or services if we are unsure of our ability to supply them to the participant
- accept payment for goods or services that the participant has not agreed to purchase
- as part of their service agreement.

Power Mobility Pty Ltd will not undertake unfair treatment or take advantage of the participant. Examples of this include:

- providing services or expending funds contrary to the participant's approved Plan
- asking for or accepting any additional fees for providing a service
- offering inducements or rewards that have no particular link to an NDIS Plan that could be perceived to encourage participants to take up or continue with your organisation or a particular service option
- engaging in high-pressure sales tactics.

4.3 NDIS Code of Conduct

All our actions are linked to the NDIS Code of Conduct, and we will always act with honesty, integrity and transparency. Our actions include the following:

- supplying truthful information about the capacity, qualifications, training and professional affiliations of our workforce, and we will never advise the participant of our ability to provide a specialised service when not legally able to do so
- never making false claims about the efficacy of any of our supports, services or products
- providing clear advice regarding the total costs of the service or support and what the cost covers
- not making claims about the efficacy of treatments or supports that cannot be substantiated independently.

4.4 Critical Incidents

All reportable incidents are managed as per our policy and procedure requirements. We will support and inform you of the actions taken and their results. We follow the **NDIS (Incident Management and Reportable Incident) Rules 2018**. Refer to our website – www.powermobility.com.au for a copy of your **Participant Handbook** (includes details on incident handling) and for a copy of our **Easy Read documents**.

5 Responsibilities of the participant/participant's representative

5.1 The participant/participant's representative agrees to:

- (a) Respect the rights of staff, ensuring their workplace is safe and healthy and free from harassment.
- (b) Abide by the terms of your Agreement with us.
- (c) Understand that your needs may change, and your services may need to meet your needs.
- (d) Accept responsibility for your actions and choices, even though some choices may involve risk.
- (e) Let us know if you have problems with the care and services you receive.
- (f) Give us enough information to develop, deliver and review your support plan.
- (g) Care for your health and well-being as much as you are able.
- (h) Provide us with information that will help us better meet your needs.
- (i) Give us a minimum of 24 hours' notice when you will not be home for your service.
- (j) Be aware that our staff are only authorised to perform the agreed number of hours and tasks outlined in your service agreement.
- (k) Participate in safety assessments of your home.
- (l) Ensure pets are controlled during service provision.
- (m) Provide a smoke-free working environment.
- (n) Pay the agreed amount for the services provided.
- (o) Tell us in writing (where able) and give us notice before the day you intend to stop receiving services from us.

- (p) To inform staff if you wish to opt out when asked
- (q) inform the Provider about how they wish the supports to be delivered to meet the participant's needs
- (r) treat the Provider with courtesy and respect
- (s) talk to the Provider if the participant has any concerns about the supports being provided
- (t) 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
- (u) give the Provider the required notice if the participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- (v) let the Provider know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS plan or if the participant stops participating in the NDIS.

6 Payments

The Provider will seek payment for their provision of supports after **the [insert participant/participant's representative name]** confirms satisfactory delivery. However, in some circumstances, the Provider may require a deposit or payment upfront before the supports are ordered/delivered.

[One or more of the below paragraphs may apply - DELETE those that do not apply].

[If the participant manages the funding for any of the supports provided under this Service Agreement :]

The participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will send the participant an invoice for those supports to pay. The participant will pay the invoice by **[specify cash/cheque /EFT]** within **[insert reasonable time period, e.g. 7 days]**.

[AND / OR]

[If a Plan Nominee :] manages the funding for any of the supports provided under this Service Agreement

The participant's 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 those supports for the participant's Nominee to pay. The participant's Nominee will pay the invoice by **[specify cash/cheque/EFT]** within **[insert reasonable time period, e.g. seven working days]**.

[AND / OR]

[If the National Disability Insurance Agency manages the funding for any of the supports provided under this Service Agreement :]

The participant has nominated the NDIA 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 NDIA

[AND / OR]

[If a Registered Plan Management Provider manages the funding for any of the supports provided under this Service Agreement :]

The participant has nominated the Registered Plan Management Provider [insert name of Registered Plan Management Provider] to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will claim payment from [insert name of Registered Plan Management Provider].

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 Changes to this Service Agreement

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.

8 Formation of Agreement

The parties agree that this legally binding Agreement is created between them when either the participant signs this agreement and or the participant uses the provider's quote and product script as a part of the participant's justification submission to the NDIA and or the participant advises us in writing that the participant wishes to acquire the supports from the Provider and or the NDIA approves the funding for the supports.

9 Ending this Service Agreement

Subject to the provider's cancellation policy, should either party wish to end this Service Agreement, they must give the other party 1 months notice in writing.

The notice requirement will be waived if either party seriously breaches this Service Agreement.

10 Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can communicate to the General Manager Scott Keddy on scott@powermobility.com.au.

The participant can also make an anonymous complaint by completing the Anonymous Complaints and Feedback Form or phoning our Complaints Manager. If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can communicate this to our Complaints Manager, Scott Keddy at scott@powermobility.com.au.

If the participant is not satisfied with the handling of the complaint or does not want to talk to our Complaints Manager regarding their feedback or complaint, they can contact the National Disability Insurance Scheme at any time throughout the process by calling 1800 035 544, visiting one of their offices in person, or visiting ndis.gov.au for further information.

11 Goods and Services Tax (GST)

For 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.
- (c) The participant will immediately notify the provider if a new plan replaces the participant's NDIS Plan or stops being a participant in the NDIS.

12 Access to Records

My file can be accessed by NDIS Registered Auditor for audit purposes only ☐ Yes ☐ No

I agree that the following people can be provided access to my records.

Please tick below the people you wish to have permission to access your records:

- ☐ Support Coordinator
- ☐ Plan Manager
- ☐ School
- ☐ Parents
- ☐ Family Member. Name: _____
- ☐ Other practitioners
- ☐ Other List _____

13 Cancellation Policy

The participant cannot cancel the supports if funding for the supports has been approved by the NDIS and or the participant has paid for the supports and the and the provider has acted upon that approval/payment in anyway to provide the supports e.g. ordered the product and or parts and or is in transit to provide the supports.

14 Information Storage

The NDIS Commission may collect personal information about and from you, your representative or a third party. Use forms, online portals and other electronic or paper correspondence to collect this information. The NDIS Commission or we as service providers may collect information directly. The NDIS Commission may obtain personal information from other Commonwealth agencies, State or Territory government bodies, or other organisations. From time to time, the NDIS Commission may receive personal information from members of the public without it being requested.

The NDIS Commission and we, as service providers, will not ask you for any personal information we do not need. The Privacy Act requires that we collect information for a reasonably necessary purpose for, or related to, a function or activity of the NDIS Commission.

When the NDIS Commission collects personal information, we are required by the Privacy Act to notify you of several matters. These include the purposes for collecting the information, whether the collection is required or authorised by law and any



person or body to whom we usually disclose the information. The NDIS Commission generally provides this notification by having Privacy Notices on our paper-based forms and online portals.

15. Contact details

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

Provider Contact details	
Contact name	Power Mobility Pty Ltd
Phone	07 32654663
Email	sales@powermobility.com.au
Address	Unit 2/452 Bilsen Road Geebung 4014

16 Participant's copy of the service agreement

The participant confirms they have been offered a copy of this Service Agreement once completed:

☐ Yes ☐ No

The participant advised that they **DO NOT** wish to receive a copy of this Service Agreement.

☐ Yes ☐ No

If the above answer is yes, the reason/s why the participant does not want a copy of the Service Agreement to follow:

Agreement signatures

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

This Agreement has been explained verbally: ☐ Yes ☐ No

**Signature of Participant/Participant
Representative**

Name of Participant/Participant's
Representative

Date

**Signature of authorised person from
Provider**

Name of authorised person from Provider

Date

ANNEXURE A STANDARD TERMS OF TRADE

1 PRODUCT WARRANTY

The Product is supplied to You with the Product manufacturer's warranty. A copy of the Product manufacturer's warranty will be supplied to You with the supply of the Product. The Product warranty only includes the replacement of defective parts covered under the Product manufacturer's warranty. The Product Warranty does not include any service fee to replace defective parts or repairs generally.

2 DELIVERY AND SET UP

2.1 Lead times

Power Mobility will endeavour to supply the Product to You as soon as reasonably possible after payment. Lead times for the production and delivery of the Product are determined by Power Mobility's suppliers and are out of Power Mobility's control generally. Power Mobility's will communicate the estimated lead times to You in writing when it provides You with the Quote. Any lead time communicated to You by Power Mobility is indicative only and are subject to change.

2.2 Delivery

Power Mobility will arrange deliver of the Product to You at the agreed delivery point as soon as possible after it receives the Product from its supplier provided You have paid Power Mobility the Price for the Product in full. Once the Product is delivered to the agreed delivery point, You accept delivery of the Product. Power Mobility will manage the set-up for a scripted Product, but is not obliged to deliver and set up a scripted Product without an allied health professional present on-site at the time of delivery.

2.3 Set-up Fee and Delivery Fee

Power Mobility will charge You the set-up fee set out in the Quote for setting up and commissioning the Product. Power Mobility will also charge You the delivery fee set out in the Quote for delivery of the Product to the delivery point set out in the Quote (or at a place otherwise agreed).

3 RISK AND TITLE

The risk of loss or damage in respect of any delivery of the Product passes to You immediately when Power Mobility delivers the Product to You at the delivery point set out in the Quote. The title to the Product does not pass to You until You have paid Power Mobility the Price for the Product in full (without set off or deduction).

4 RELEASE/LIMITATION OF LIABILITY

4.1 Limitation of Liability

Power Mobility will not be responsible to You for any loss, damage or claim in relation to You or any other party arising out of or in connection with this Agreement (including any loss of profit or consequential loss or damage). To the maximum extent permitted by the law, Power Mobility excludes and disclaims all representations and warranties, express or implied, made to You or any other party relating to this Agreement and or the supply of the Product or Service by Power Mobility to You.

4.2 Extent of Liability

You acknowledge that Power Mobility's total/maximum liability to You in connection with this Agreement is limited to resupplying You the Service or providing You with a replacement of the Product purchased by You from Power Mobility (or any part thereof) or a refund of the Product purchased by You from Power Mobility in accordance with the Purchase Order.

4.3 Release

You agree to indemnify Power Mobility (and its directors, officers, employees and contractors) from and against all claims, suites, liabilities, or costs (whether in contract, tort or negligence) or under statute incurred or asserted against Power Mobility (or its directors, officers, employees and or contractors) in connection with or arising under this Agreement and or the supply of Product and or Service to You under this Agreement or generally.

5 ADMINISTRATIVE PROCESS

5.1 Notices

All notices, notifications, consents, demands, elections, agreements and other documents and communications required or permitted to be given under this Agreement shall be in writing, be addressed to the party to whom it is to be given at the registered office of the party or as such other address as the party may have substituted by notice to the other parties, be delivered personally, by ordinary mail postage prepaid, by facsimile or by email.

5.2 Client Complaints

- (a) Client satisfaction is important to Power Mobility. If You would like to make a formal complaint, You must first contact Power Mobility by phone or email.
- (b) Power Mobility will advise You of its complaints handling process. An outline of Power Mobility's complaints handling process is published on its website - www.powermobility.com.au (go to link at bottom of home page – click on “Complaints”).

5.3 Confidentiality

The contents of this Agreement, the Quote, any invoice issued by Power Mobility and the Script (**Confidential Information**) are strictly confidential. You must (and You must ensure that your Representatives) keep the Confidential Information confidential and do not use it for any unauthorised purpose and or disclose it to any party without Power Mobility's authority. For the avoidance of doubt, You (and Your Representatives) are only authorised to disclose the Confidential Information: (i) if compelled by law, (ii) if it's in the public domain; and (iii) to the NDIS (or any other government and or insurance funding body for the purpose of securing funding for the purchase of the Product and or the engagement of the Services set out in a Power Mobility Quote.

5.4 Intellectual Property

The parties acknowledge and agree that Power Mobility owns all intellectual property rights in the Confidential Information. You must not (and You must ensure that your Representatives) do not use, copy and or reproduce the Confidential information for any unauthorised purpose, including but not limited to sharing the Confidential Information with other suppliers and or service providers, or using the Confidential Information to secure a quote or script from another supplier and or service provider, and or use the Confidential Information as part of an application for funding to the NDIS (or another government and or insurance funding body) in connection with the funding and supply of products and services to You from another supplier or service provider.

5.5 General Provisions

- (a) Power Mobility will not be responsible for any delays caused by an event of Force Majeure. Power Mobility will not be required to supply the Productor Service to You if an event of Force Majeure occurs and prevents power Mobility from sourcing and or supplying the Product.
- (b) Power Mobility will supply You the Product and or Service in accordance with all applicable standards and laws.
- (c) These general terms do not in any way imply a principal and agent, partnership, joint venture, franchise or any similar relationship between You and Power Mobility. Neither Party may act or represent itself as acting on behalf of the other Party.
- (d) You cannot assign your rights or obligations under this Agreement without our written consent.
- (e) This Agreement shall be governed by the laws of the State of Queensland.
- (f) This Agreement may only be varied by the parties in writing.

5.6 Special Meaning of Words

In this Agreement, the following words have special meaning:

“Force Majeure” means an event or circumstance beyond the reasonable control of the Parties which could not be taken into account on the formation of this Agreement, whose consequences could not be avoided in this Agreement and which makes performance of this Agreement impossible, not just more onerous or uneconomic and includes (without limitation): fire, storms, flood, lightning, drought, earthquake, explosion, epidemic, quarantine restriction, industrial action, strikes, lock-outs, bans, industrial disputes, labour shortages, transport embargos, accidents, acts of God, acts of the public enemy, war or hostilities, riot, terrorism and sabotage. Force Majeure does not include financial distress;

“Product” means any Product specified in the Quote to be supplied by Power Mobility;

“Quote” means Power Mobility's formal quote (and Script) submitted by Power Mobility to You and or Your Representative and or the NDIS specifying the Price for the Product and or Services, and Power Mobility's set up fee and delivery fee; and

“Representative” means the Client's family representative, and or carer, and or allied health advisor, and or support co-ordinator, and or nominee, and or legal representative and or plan manager;

“Script” means the Client's custom product script prepared by Power Mobility and approved by the Client's allied health advisor and any other supporting documentation and notes specific to You prepared by Power Mobility in connection with Your custom Product and or Services; and

“Services” means any services specified in the Quote to be supplied by Power Mobility.





EASY READ DOCUMENTS

ADVOCACY



This document will help you understand **advocacy** and **who an advocate is**.



Advocacy is when a person publicly helps to **promote, provide and protect your human rights**



Advocacy can help **your voice be heard and your wishes met**.
Advocacy can **be used to help you become part of your community**.



Sometimes you might find it **hard to say what you want**. You might want someone to:

- **support** you
- **speak up** for you
- be your **voice**.



An advocate can be that person.

An advocate is a person who provides a public voice for you if you cannot or do not want to speak up for yourself.



An advocate should be fair and treat everybody in the same way.



You can ask someone **you trust** to be your advocate, like your:

- mum or dad
- brother or sister
- close friend.



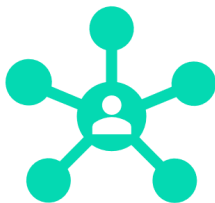
Or you can ask a **professional, independent advocate** to help you and to be your voice.



They can help you make good decisions and choices designed for you.

Your advocate should always:

- **listen** and **support** you
- **take your side**
- **help you make your own good choices and decisions**



Your advocate can **help you**:

- get ready for **meetings**
- tell people/providers **what you want**
- by **signing documents** for you.



Importantly, your advocate
**can represent you and
speak on your behalf.**



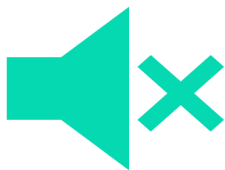
Your advocate can help you **make a complaint** if you are not happy **with the following:**

- supports provided
- the way you have been treated.



Your advocate **can speak for you** and tell us how **you have been mistreated.**

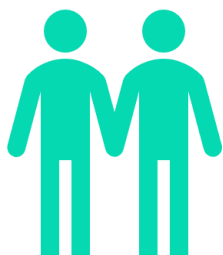
They will help us understand the **support and assistance you need.**



Your advocate must keep your information **private.**



Not sure how to **find an advocate?**



Talk to the General Manager at Power Mobility Pty Ltd.
Call: (07) 3265 4663
They will help you find an advocate.

Our General Manager can also help you go online to use **the NDIS Disability Advocacy Finder**

COMPLAINTS AND FEEDBACK



This document tells you **how to make a complaint or give feedback.**

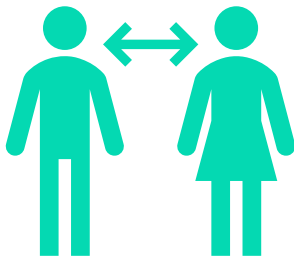


Power Mobility Pty Ltd wants you to give us **feedback or make a complaint** if you are unhappy.



It is **okay to complain** if you are not happy. Tell us when you are upset about:

- the **supports** you received
- your **support workers**
- **Power Mobility Pty Ltd.**



If you do not feel comfortable telling us about your complaint, **you should tell someone you trust**, like your:

- mum or dad
- brother or sister
- support worker.

Ask them to help you make a complaint.



Or you can get help from a **professional, independent advocate** to make a complaint or provide feedback to us.



We can **help you find** an advocate if you want.

Ask our General Manager to help you. Call them on (07) 3265 4663



How do you make a complaint or provide feedback to us?



You can **talk** to:

- your **support worker**
- our **Complaint Manager**
- the General Manager.



You can **call or email** our **Complaints Manager** directly:

- Call: (07) 3265 4663
- Email:
scott@powermobility.com.au



You can fill out the **Complaints and Feedback Form** and mail it to the Complaints Manager: scott@powermobility.com.au or Unit 2/452 Bilsen Road Geebung 4014 Ask the Complaints Manager or your support worker for a copy of the form.



You can fill in the **participant survey** we send to you every year.



You can make a complaint **at any time** directly to the **NDIS Commission**:
Call: **1800 03 55 44**
Or go to their website: www.ndiscommission.gov.au



You can make a **complaint and remain anonymous**. Anonymous means we will not know who you are.



To be anonymous, use the **Anonymous Complaint and Feedback Form** provided at your intake meeting:

- **Complete the form** (your advocate can do this for you).
- **Mail it back to us** using the stamped, self-addressed envelope provided.





Remember, if you complain anonymously, we **cannot provide you with a response**, as we will not know who you are.



We take **all complaints and feedback** we receive **seriously**.

They help us to make our service and supports **better for you!**



How do we manage your complaint or feedback?



Our **Complaint Manager** will:

- **talk** with you about your problem



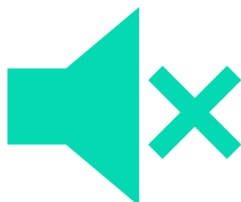
- **write** everything you say down
- **plan** to fix your problem.

Our **Complaint Manager** will:

- try to **fix your problem**
- **contact you regularly** to tell you how the problem is being fixed.



To keep you safe, if your complaint or feedback involves someone being put **in danger of being hurt**, we will tell the police and the NDIS.



We **keep** everything you tell us **privately**.



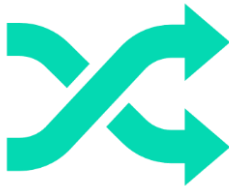
If you are unhappy with the way we handle your feedback or complaint, you can tell the **NDIS Commission**:

- Call: **1800 03 55 44** (free call from a landline)
- Go to their website: **www.ndiscommission.gov.au**

CONFLICT OF INTEREST



This document explains what a **conflict of interest** is and what **Power Mobility Pty Ltd** does to manage them.



A conflict of interest occurs when a staff member's interests differ from **Power Mobility's** or your best interests.



Our staff should always do what is best for you and **Power Mobility Pty Ltd**.



Our staff's interests are called **private interests**.



A **private interest** can be:

- **direct** – something owned by the person
- **indirect** – something owned by a family member or a close friend.



A **private interest** can also be:

- **financial** – getting money from it
- **non-financial** – builds personal relationships in the community or with friends and family.



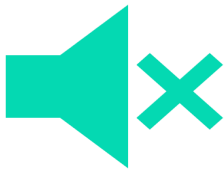
It is **okay** for staff to have a conflict of interest **if they tell Power Mobility Pty Ltd.**

We can **then decide** what to **do** about their conflict of interest to **manage it.**

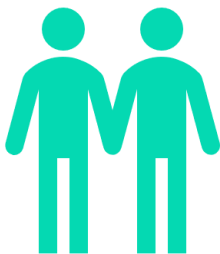


A conflict of interest may be:

- **actual** – it happened
- **potential** – it could become a problem
- **perceived** – it seems like a conflict but is okay as long as it is monitored.



A conflict of interest is **wrong** when a staff member uses it to **get more than they should** for themselves or their friends.



A conflict of interest can happen if a staff member's **close friends or family become involved in work decisions.**



A conflict of interest can happen if a **staff member gets extra money** by working for a **different company** while working at **Power Mobility Pty Ltd**.

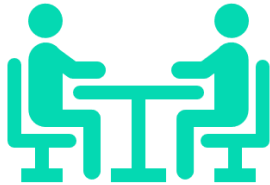


A conflict of interest happens when our **staff**:

- are **involved** with **another organisation**
- **encourage you** to use the other Provider to receive supports.



How does Power Mobility Pty Ltd manage a staff conflict of interest?



We ask all of our **staff** to **tell us** (declare) their **conflict of interest** as **soon as possible**.



Our General Manager **assesses all staff conflicts of interest** to make sure they will not severely impact our organisation or you in any way.



Our General Manager will **manage and monitor** all declared conflicts to ensure they continue not to impact you or us.



We regularly check that conflicts of interest **are not impacting Power Mobility's**:

- support provision
- quality of support
- good decision-making.



How do we ensure no conflict of interest with a participant?



Our General Manager will **discuss any identified conflicts of interest** that could impact the support you receive.



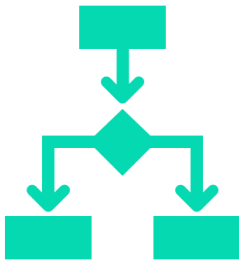
Our General Manager will explain how we **manage the conflict**.



We want you to **tell us** if **you are unhappy** about managing the conflict of interest.



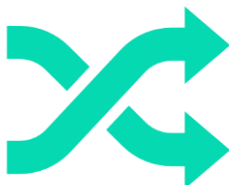
We will **work with you** to try and **make changes** to make you happy.



Any **decisions you make** about your providers or supports **will not impact** the **current supports** we provide you.



Using other providers will not **impact the quality of** supports you receive from Power Mobility Pty Ltd.



If we **cannot fix the** **conflict** of interest and are unhappy, we may **refer you** to **another provider**.



We will talk with you
about this.

We will work out the **best**
way for you to **continue**
receiving the supports
you need.



If you are referred to
another provider, we will
assist with your transition
from our service.

Incident Management



This document tells you **what an incident is** and how **Power Mobility Pty Ltd** manages them.



There are **two types**:

1. A general incident
2. A reportable incident.



A **general incident** is:

- When a person **causes you harm** or could have caused you harm
- when **you hurt someone** else
- when you feel that someone is **going to hurt you**.



A **reportable incident** is when one of the following happens:

- a death
- a serious injury
- abuse
- neglect
- sexual misconduct
- unregulated use of restrictive practices.



If you are involved in an incident, you must **immediately tell our General Manager, your support worker or a trusted person.**



Our General Manager **will meet with you to record** what was said and done during the incident.



Our General Manager will ask you:

- **what happened**
- the names of **people who saw** the incident
- **when you told someone** about the incident (date and time)
- details of the **person you told**
- how the incident **affected you**
- what could be **done to stop the incident from happening again.**



Your **safety is important** to us.

After an incident, **we will provide support or assistance** to help you recover from the incident.



After an incident, **Power Mobility Pty Ltd** will:

- **do all we can** to make sure you are safe
- provide you with **advice and support**
- arrange _____ for **counselling** _____ or **medical support** (if required).



We will support you by:

- **fixing** the incident quickly
- helping you look **after your health and well-being** (where we can).



We will regularly **keep you up to date** with how we are **managing the incident.**



The General Manager will **contact you to:**

- **talk about what happened**
- **tell you what actions we will take to fix the incident**
- **explain to you what actions have already been taken.**

We will ask for your:

- **feedback and thoughts on how we are fixing the problem**
- **ideas about any changes that could help you in the future.**



Our General Manager **investigates the incident** to work out what happened and stop it from happening again.



We then **complete a review** of the incident to **improve our service by:**

- **learning** what happened
- **making changes** to stop it from happening again.



Some changes we might make could be to:

- change our practices
- change our policies
- retrain our staff.



Reportable incidents



A **reportable incident** is when you or another participant are **badly hurt** or **mistreated**.

Power Mobility Pty Ltd must tell the **NDIS Commission** if a **reportable incident** happens.

We must **complete an NDIS Reportable Incident Form**.

- Immediate Notification Form
- 5-Day Notification Form.

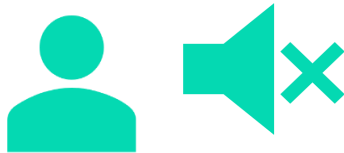
Power Mobility Pty Ltd must send the form to the **NDIS Commission** using the **NDIS portal**.



The **NDIS Commission**
reviews the incident.
They will tell us if we need
to take **any further action.**



We will **update you on the NDIS Commission's findings**, including any actions we must take.



We **keep** everything **you tell us privately**.



If **you are unhappy** with the way we handle your incident, you can **tell the NDIS Commission**:

- Call: **1800 03 55 44**
(free call from a landline)
- Go to their website:
www.ndiscommission.gov.au

Money and Property



This document tells you how we will look after your **money and property**.



You are the owner of your money and property.
If you say it is okay, we can help you buy things with your money, and we **will use your property to deliver your services.**



We can only use your money or property if **you have agreed**, and it is written in your **Service Agreement and Support Plan**.



You agree to our staff helping you use by completing the **Participant Money and Property Consent Form**.



Property:

- Our staff will **only use your property** if needed to help deliver your services.
- It would be best if you told us it is **okay to use** your property.
- We will **add a list of properties** that can be used in your Support Plan.



Money:

- **You tell us** how you want to spend your money.
- Our **staff cannot touch your money** without permission.



If you ask a support worker to **help you spend your money**, they must check if they can **with our General Manager**.



Our **staff cannot use your PIN** or **get money from an ATM** because this is your **VERY private information**.



If a support worker helps you with your money, they **must follow our rules** to keep you and your **money safe**.



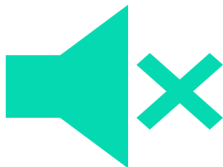
Our **staff will keep all receipts** for things they have used your money to buy. They will **keep a record** of all of your money that has been spent.



Staff will **count out your money** with you **before buying** something.
They will **count out your change** after buying something.
You will both **sign a record agreeing** your money was correctly spent.



General Manager will tell you **how and when your money was spent every month.**



Our staff **cannot give you any advice or information about money matters.**



If we think someone is **misusing your money or property**, our General Manager will tell you.



The General Manager will:

- **investigate, record evidence and write a report**
- **tell the police** or other authorities, if needed
- **provide additional support** to you (if needed).



If you want help after the Service Agreement is written, we will:

- **talk to you about the help needed**
- **write everything** in your notes.



The General Manager will then:

- include the help you need in your **Service Agreement and Support Plan**, and give you an updated copy.



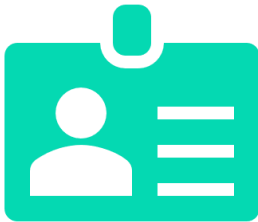
If **you are unhappy** with how we manage your money or property, you can tell **the NDIS Commission**:

- Call: **1800 03 55 44** (free call from a landline)
- Go to their website: **www.ndiscommission.gov.au**

Privacy and Your Personal Information



This document tells you **about your privacy and your personal information.**



To help us provide you with the proper support and services, **we collect and store personal information** about you.



We use your personal information to work with you to **design supports and care that meets your** needs.



Personal information can include:

- your **name, address and phone number**
- **your advocate's** contact details
- details about **people who you are close to** (mum, brother or a good friend)
- **supports** you need
- your **medical records**
- other **support providers** you use
- **why and how** we are helping you.



It is **Power Mobility's** responsibility to keep your personal information **private and safe**.



We **only share** our information with others if **you say "yes"** or if the law says we must.



You can say 'no' when asked to share your information with government agencies (like the NDIS). This instruction means you **opt out of sharing** your personal information.



We will ask you to **sign an information consent form**. The form **gives us your approval** to use your personal information.



We also ask you to include all the people with whom you are happy to share your personal information on the form.



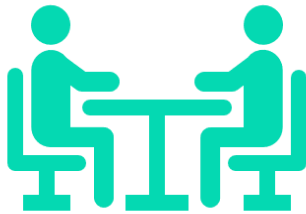
Your information will **only be shared** with **people who you have said can see it**, like:

- an advocate
- a trusted person
- other support providers
- support workers
- government

organisations that support you.



You have rights when it comes to the management of your personal information.



You can:

- **ask our General Manager to see your personal information at anytime**
- **tell us to correct wrong or incomplete information**
- **tell us if you think the information is wrong and must be deleted**

Participant's Rights



This document tells you about **your rights**.

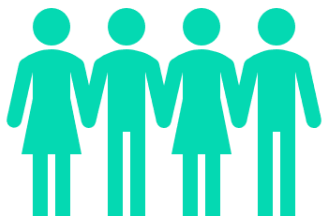


Australian laws respect the rights of people with disability. The laws say you:

- should be **included in community life**, and
- have the **same rights** as all other Australians.

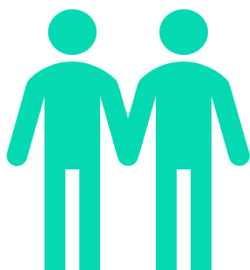


What are your human rights?



You should be:

- **safe** in your home and anywhere else
- treated with **respect**
- part of your cultural **community**.

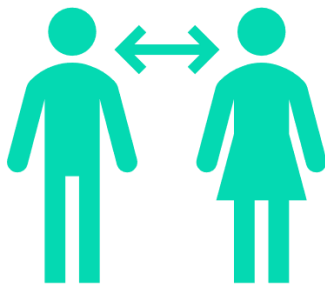


You should be able to:

- **participate** in your **religion**
 - express your **sexuality**
- communicate in your family's **language**.



You also have rights when working with **Power Mobility Pty Ltd** and other disability support providers.



You have the right to:

- receive good quality services
- tell us what you want
- choose the type of support worker you want

make your own choices.



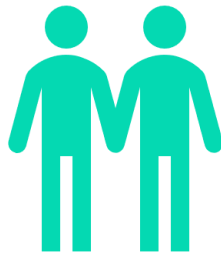
You also have the right to:

- be safe
- get help when you need it
- try new things and take risks.

How does Power Mobility Pty Ltd respect your rights?

Power Mobility Pty Ltd will:

- keep you **safe**
- show you **respect** and respect **your privacy**
- **treat you well**
- **help you** make your own choices
- **listen to you**
- **involve your family, advocate and other**



support carers (if you want us to).

We will also:

- ask you to tell us **what supports you want and the type of worker you need**
- keep your **personal information private**.



We can also help you find an advocate if you need one.



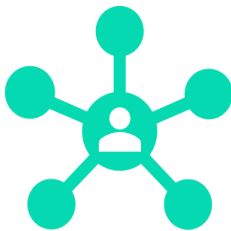
You can safely:

- **make complaints** and provide feedback to us
- tell us you want to use another provider.



We will **follow your instructions** unless we feel that you may get hurt.

We will then talk to you and your advocate/family about any risks to help you make a safe decision.



We also make sure our support workers follow our Service **Charter of Rights**.

What is a Service Agreement?



This document tells you what a **Service Agreement** is and why you need one.



A **Service Agreement** is a document.

It is an **agreement between you and your service provider**.

The **service provider** is the person or organisation supporting you (like **Power Mobility Pty Ltd**).



When you agree on the services you want from the Provider, it is **written down** in the Service Agreement.



The Service Agreement says that you and your **Provider agree to the services they will provide.**



To **show that you agree, you sign** the Service Agreement.

We (the provider) will also sign the agreement



The Service Agreement helps ensure you **receive the services** that are **right for you.**



Your Service Agreement is helpful because it **provides everything agreed to in writing.**



If you need help entering a Service Agreement, you can **ask a trusted person to support you.**

A trusted person might be a **family member, your carer, a friend or an independent advocate.**



Your trusted person (advocate) **can speak on your behalf.**



Your trusted person (advocate) can **sign your Service Agreement** for you (but only if you say that is okay).



What information should be in a Service Agreement?

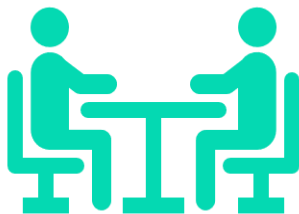


We will meet with you and ask you to discuss the support you want.



We want you to tell us the following:

- what type of **supports you need**
- how do you **want your supports** provided



- the type of **support worker** you want to work with
- **when you need** supports
- **how long** you will need the supports.

We will talk to you about the following:

- the supports **we can provide**
- your rights and responsibilities
- our **responsibilities**
- anything **special** that **we must consider.**



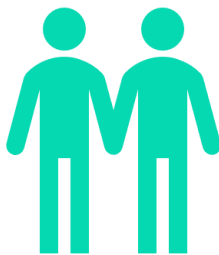
It is a good idea to **bring a copy of your NDIS Plan** to your Service Agreement meetings.

(If you want, we can put a copy of your Plan in your Agreement.)

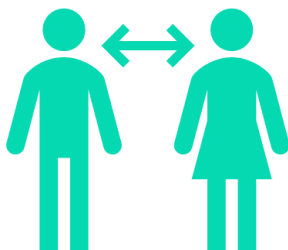


Once we both have **agreed on support and costs**, we will write the Service Agreement.

We will then provide two copies for you to read and sign.

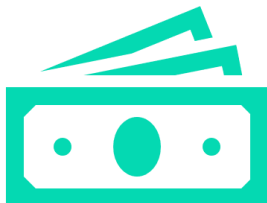


The Service Agreement will include what is expected from **you and us (our responsibilities)**.



We will explain **our responsibilities** to you.

We will **explain the responsibilities which you must meet**.



The Service Agreement will include **information about costs.**

It will include how much our service will cost you.



When do you sign the Service Agreement?



After you, or your trusted person, has read the Service Agreement.



After you or your trusted person have had **your say** and are **happy** that the **Service Agreement** meets **your needs.**



You only **sign the Service Agreement** if you **agree** with what is written in it.
There will be **two copies to sign** (one for you and one for us).



You sign the Agreement,
and then **we will sign it.**



We will **give you a copy** of your Service Agreement,
and we will keep a copy in your file.



Do not forget to keep your **copy in a safe and private place.**





You can **change or end** your Service Agreement with us.

Just talk to our General Manager to change an agreement.



To end an agreement, tell **us in writing (if you can)**.

Please give us the **right amount of notice** (check what is written in your Service Agreement).



We will provide you with the support you need to leave our service.

Zero Tolerance - Violence, Abuse, Neglect and Exploitation



This document shows how **Power Mobility Pty Ltd** prevents or manages violence, abuse, neglect and exploitation.



You have **the right** to enjoy a life **free from violence, abuse, neglect and exploitation**.



You should always feel **safe** when receiving supports from us.

If you **feel unsafe**, tell our General Manager immediately.



Violence is when someone **hurts you physically** (like hitting, punching or slapping you).



Abuse is when someone **mistreats you** and hurts your body or your feelings.



Neglect is when someone is **not caring for you or helping you** how they are supposed to.



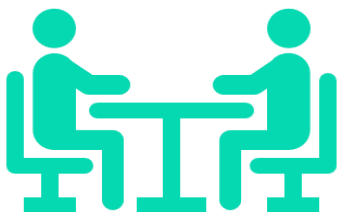
Exploitation is when someone is taking **advantage of you.**



Power Mobility Pty Ltd does not allow any acts of violence, abuse, exploitation or neglect towards you.



It is our **responsibility to protect you and keep you safe.**



We want you to **tell us if someone hurts you or does not feel safe with someone.**



If you do not feel comfortable telling us, **you should tell someone you trust**, like your:

- mum or dad
- brother or sister
- support worker.



Or you can get help from a **professional, independent advocate**.



We can **help you find** an advocate if you want.
Ask our General Manager for help. Cal (07 3265 4663).



You can also get help by
calling the
**National Disability Abuse
Hotline on 1800 880 052.**



To **keep you safe**, we will:

- make sure our **staff follow the rules**
- **train staff** on how to help you
- keep your **information private.**



\${Organisation Name} will
always:

- **support you** if
something terrible
happens
- **call the police** if we need
to.



We will always:

- **listen to you** or your advocate
- provide you with the **support you need**
- **keep you updated** on what is going on.

If you are not happy with how we are helping you tell the **NDIS Commission:**

Call **1800 03 55 44**

Go online

www.ndiscommission.gov.au