

## TERMS AND CONDITIONS

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### WORDS USED IN THIS AGREEMENT

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The Agreement uses words that have a specific meaning:

**Plan** means the written NDIS plan developed with you and/or on your behalf by the NDIA or their delegate (for example a Local Area Coordinator).

**Our Services** means plan management and financial intermediary services provided to the Participant by Synergy West Plan Management.

**Support Provider** refers to the provider of support services for the NDIS Participant.

**Consent to Share** enables you to give signed consent for Synergy West Plan Management's employees to discuss personal and plan information over the phone or via email with your additional contacts as advised by you.

**Guardian** (or Authorised Representative/Nominee) is someone who has permission to act on your behalf. They may give us consent to share information with additional contact people. This information may include your current budget amounts, invoices and providers you have engaged, your details and your representative contact details.

**Additional Contact Person** is someone you can nominate for us to contact if we can't reach you. You can choose if you would like them to have access to view your MYP client dashboard and/or monthly statements. You can also decide if you consent to Synergy West Plan Management sharing information with this person.

**Monthly Statements** are a summary of your budgets and spending from your Plan Managed NDIS funding for the month. You can tell us if you would not like to receive these, or you can nominate someone else to receive them on your behalf.

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### SYNERGY WEST PLAN MANAGEMENT'S RESPONSIBILITIES

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**We will:**

- ❖ Pay support provider invoices on behalf of the NDIS Participant.
- ❖ Provide information to Support Providers about tax invoice requirements so invoices are paid promptly.

- ❖ Process reimbursement claims.
- ❖ Confirm the invoice approval process that the Participant / Nominated Representative requires prior to payment by us.
- ❖ Provide access to up-to-date information about amounts claimed against the Participant's plan budget and remaining plan balances.
- ❖ Provide monthly statements of expenditure and available funding upon request.
- ❖ Provide access to our specialist support team to assist with questions about the plan including fund utilisation.
- ❖ Communicate openly and honestly with you in a timely and professional manner. Treat the Participant / Nominated Representative with courtesy and respect.
- ❖ Listen to the Participant / Nominated Representative's feedback and resolve problems with you together.
- ❖ Advise the participant of our Feedback and Complaints policy.
- ❖ Protect the Participant's privacy and maintain confidentiality of personal information in accordance with Privacy Act 1988. Please see Synergy West Plan Management's Privacy Policy on our website.
- ❖ Observe and investigate any incidents that occur and comply with the NDIS (Incident Management and Reportable Incidents) Rules 2018. We will involve the Participant in the investigation and determine actions/outcomes. (A copy of Synergy West Plan Management's Incident Management Policy can be provided if requested.)
- ❖ Ensure that the Participant accessing supports from us understands why we collect their information and how we use it, including recorded material in audio and/or visual format.
- ❖ Provide Our Services only to the amount funded in the Participant's NDIS plan.

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## **PARTICIPANT / NOMINATED REPRESENTATIVE RESPONSIBILITIES**

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**You agree to:**

- ❖ Tell us how you wish for Our Services to be delivered to meet your goals and needs.
- ❖ Treat our employees with courtesy and respect.
- ❖ Talk to us if you have concerns about the plan management services, we are providing.
- ❖ Let us know about any concerns you have about Our Services and/or invoicing from a Support Provider.

- ❖ Give us the required notice to end this Agreement (see Ending the Service Agreement clause)
- ❖ Let us know immediately if the Participant's NDIS plan is suspended or replaced by a new plan or the Participant stops being a participant in the NDIS.
- ❖ Let us know in writing of any changes that may impact on us meeting our responsibilities.
- ❖ Let us know if the circumstances change regarding the Participant's Nominated Representative or Support Coordinator.
- ❖ Be contacted to discuss Our Services and have your records reviewed by relevant third parties if required for regulatory or auditing purposes.
- ❖ Receive documents and updates electronically. You may contact us at any time if you do not wish to receive these electronically.
- ❖ Receive direct marketing material from us. You may contact us at any time if you do not wish to receive this material.

**You agree we can:**

- ❖ Access the Participant's NDIS funding that has been made available through their NDIS plan, via the NDIS online portal(MyPlace).
- ❖ Use the information in the Participant's online portal to set up their plan management services and begin processing invoices and reimbursements.
- ❖ Discuss the Participant's plan with the NDIA and/or its delegates (such as a Local Area Coordinators or Support Coordinator).
- ❖ Discuss with Support Providers services that have been, or will be, delivered by them to the Participant.
- ❖ Automatically renew this Agreement following each plan review (unless you tell us not to).

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**INITIAL MEETING**

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We will arrange an initial meeting with the Participant / Nominated Representative. The initial meeting may be face to face, by telephone or online (e.g., Microsoft Teams or alternative).

During the initial meeting we will:

- ❖ Provide information about our respective responsibilities to ensure supports obtained are aligned with the Participant's NDIS plan.
- ❖ Confirm there is sufficient NDIS funding in the Participant's plan for plan management (Improved Life Choices) supports.
- ❖ Confirm the invoice approval process that the Participant / Nominated

Representative requires prior to payment by us.

- ❖ Confirm the Participant / Nominated Representative's preferences about visibility over invoices sent to us for payment.
- ❖ Provide information about what our process is to receive, manage and pay invoices.
- ❖ Discuss what our respective responsibilities are for ongoing monitoring and management of the Participant's plan budget.
- ❖ Provide information to the Participant / Nominated Representative about our dispute resolution processes.

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## **PARTICIPANT CONSENT – PERSONAL INFORMATION**

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We collect and use personal information to ensure our services meet your individual needs and will do so in accordance with Synergy West Plan Management's Privacy and Dignity policy (see our website <https://www.synergywest.com.au/our-policies>). This policy provides guidelines in the collection, use, disclosure, and security of your personal information.

This information will also be used for:

- ❖ Administrative purposes - planning your support and services.
- ❖ Disclosure of information to the NDIA, the NDIS Quality and Safeguards Commission or other government agencies when needed.
- ❖ Disclosure of Information pertaining to the funded supports in the Participant's plan to other disability support providers in order for them to provide appropriate services.
- ❖ Where Synergy West Plan Management is required or authorised by law to disclose the Participant's personal information either with or without their or their Nominated Representative's consent.

All Synergy West Plan Management Plan Managers employees are aware of the sensitivity of the information disclosed. Employees are trained to work within privacy legislation, our policy and procedure, and must hold appropriate clearances.

You have the right to gain access to the information we hold about the Participant. You can find information on how to request access or update the Participant's personal information (see our website <https://www.synergywest.com.au/our-policies>).

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## **PAYMENT FOR OUR SERVICES**

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Synergy West Plan Management will claim directly from the NDIA a set-up fee (if applicable) and a monthly fee for the provision of Our Services as set out in the NDIS Price Guide.

Should the NDIA amend any rates associated with Our Services, we will automatically update our fees in accordance with the NDIS Price Guide. No action will be required by you.

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## **CHANGES TO THIS AGREEMENT**

We agree that any changes to this Agreement will be made in writing, signed, and dated by both the Participant / Nominated Representative and Synergy West Plan Management. Alternatively, verbal notice can be provided (if written notice cannot be provided by the Participant / Nominated Representative).

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## **ENDING THE SERVICE AGREEMENT**

Should either party wish to end this Agreement they must give twenty-eight (28) days' notice in writing or by phone (if written notice cannot be provided by the Participant / Nominated Representative). If either party seriously breaches this Agreement the requirement of notice will be waived.

We will notify your Support Provider/s if we receive an invoice for services after the end date of your Service Agreement date with us that your Agreement with Synergy West Plan Management has ended.

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## **FEEDBACK, COMPLAINTS, DISPUTES AND INCIDENT REPORTING**

The Participant / Nominated Representative can give us feedback, make a complaint, or ask for a copy of our Feedback and Complaints Management procedure by:

- ❖ Calling us on **0434 88 33 52**, and we will try to resolve the Issue/s during the call.
- ❖ Submitting feedback or a request via email to [info@synergywest.com.au](mailto:info@synergywest.com.au)

We will handle a complaint in accordance with our Feedback and Complaints Management procedure. If our team are unable to resolve the complaint, it will be forwarded to senior management. If you are still not satisfied with our response, or you do not feel comfortable talking with us, you can contact the NDIS Quality and Safeguards Commission on 1800 035 544, or visit [www.ndiscommission.gov.au/about/complaints](http://www.ndiscommission.gov.au/about/complaints).

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## **ADVOCACY**

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If you would like support to give your feedback, we encourage you to seek support from family, a friend or an independent advocate. The Disability Advocacy Finder can help you find Independent advocacy services near you at <https://disabilityadvocacyfinder.dss.gov.au/disability/ndap/>

For more information about an independent advocate, visit:  
<https://www.ndiscommission.gov.au/participants/disability-advocacy> or alternatively you can call the NDIS Quality and Safeguards Commission on 1800 035 544.

Information about advocacy services is also available on our website.

We encourage any person to report incidents of unsafe or poor-quality services and supports. When we receive a report, we manage it according to the NDIS Quality and Safeguards Commission's Standards, Rules and Reportable Incidents Guidelines.

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## **GOODS AND SERVICES TAX**

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Goods and services provided in Australia are subject to section 38-38 of the *A New Tax System (Goods and Services Tax) Act 1999*. We confirm that the supply of Our Services under this Agreement meets the definition of reasonable and necessary supports as described in section 33(2) of the NDIS Act. Synergy West Plan Management will pay GST as specified in the NDIS Act.

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## **TERMS AND CONDITIONS OF OUR SERVICES**

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Any advice given by Synergy West Plan Management, outside of plan management and financial intermediary services advice, shall be considered general in nature.

Synergy West Plan Management will not be liable for any failure of, or delay in the performance of, this Agreement for the period that such failure or delay is:

- ❖ Beyond the reasonable control of either party.
- ❖ Materially affects the performance of any of our obligations under this Agreement and could not reasonably have been foreseen or provided against (e.g., Government Acts prohibiting or impeding any party from performing its respective obligations under the Service Agreement contract; or prolonged lack of power supply).

Nothing in the Synergy West Plan Management's Agreement negates or diminishes the statutory guarantees regarding the supply of services the Participant / Nominated Representative receives under Australian Consumer Law (Competition and

Consumer Act 2010, Schedule 2).

Synergy West Plan Management takes in good faith the Information provided by the Participant / Nominated Representative to be true and accurate, and that any claims presented to Synergy West Plan Management are a true reflection of goods and services provided to the participant in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).

You (and/or your Nominated Representative) agree that Synergy West Plan Management provides plan management services only and you will not hold us responsible for any loss or damage you suffer as a result of, or in connection with, the conduct of any other third party (including any NDIS registered or unregistered provider). You (and/or your Nominated Representative) agree that Synergy West Plan Management is not liable for any loss (including indirect, consequential, incidental, or special damages) you may suffer from a breach of this Agreement unless the breach involves fraud or wilful default by Synergy West Plan Management.

Synergy West Plan Management's aggregate liability under or in connection with this Agreement (whether in contract, negligence, for breach of statutory duty or otherwise) will not exceed the amount of fees paid for Plan Management services in the previous 12 months.