

Terms and Conditions



SAPIENCE CARE SERVICES

SUPPORT WITH WISDOM. CARE WITH PURPOSE

1. Service Provision

Sapience Care Services agrees to provide the Supports outlined in Schedules 1 and 2 of this Agreement, in line with the terms and conditions of this Agreement.

2. Purpose of this Agreement

The parties acknowledge that this Agreement supports:

2.1. The independence and social and economic participation of people with disability. Enabling the Participant to exercise choice and control in pursuing their goals and planning and delivery of their supports.

3. Responsibilities of Sapience Care Services

Sapience Care Services agrees to:

3.1. Work collaboratively with the Participant and/or their representative to deliver Supports that meet their individual needs.

3.2. Consult with the Participant when making decisions about how Supports are provided.

3.3. Protect the Participant's privacy and confidential information, in line with the Privacy Act 1988 (Cth) and other relevant laws.

3.4. Deliver Supports in a manner consistent with relevant laws, including the National Disability Insurance Scheme Act 2013 (Cth) and the Australian Consumer Law.

3.5. Keep clear and up-to-date records of the Supports provided.

3.6. Issue regular invoices and statements to the Participant describing the Supports delivered.

5. Participant's Responsibilities

The Participant agrees to:

5.1. Communicate clearly with Sapience Care Services about their support needs and any changes in their plan or circumstances.

5.2. If applicable, provide evidence of authority to act on behalf of the Participant if requested (e.g., if a family member or representative is managing the plan).

5.3. Pay invoices in full and on time as agreed in this Service Agreement.

6. Pricing and Additional Expenses

6.1. Sapience Care Services agrees to charge the Participant for the Supports provided at rates consistent with the NDIS Price Guide (or as otherwise agreed).

6.2. The Parties agree and acknowledge that:

a) Sapience Care Services may charge \$0.99 per kilometre for transport-related costs at our discretion where reasonable (e.g., distances travelled for services), consistent with the NDIS Pricing Guide.

b) The NDIS Price Guide can change over time. If this happens, Sapience Care Services will review prices with the Participant and agree on any updates as soon as practicable.

6.3. The Participant acknowledges that any additional expenses (like activity costs, entry fees, meals, or personal items) that are not part of their Support will be their responsibility. If Sapience Care Services covers these upfront, the Participant agrees to reimburse them at cost.

7. Payment

7.1. Sapience Care Services will issue invoices to the Participant for the Supports provided, based on the pricing set out in Schedule 1.

7.2. Payment will be arranged according to the method of payment agreed upon in Schedule 2.

7.3. Payment by Self-Managed Participants:

The Participant must pay the amount on the invoice issued by Sapience Care Services within the time frame stated on the invoice.

7.4. Payment by Plan-Managed Participants:

The Participant agrees to ensure that their Plan Manager pays the invoice issued by Sapience Care Services within the time frame stated on the invoice.

7.5. Payment for Additional Expenses:

If Sapience Care Services pays for any additional expenses on behalf of the Participant (such as activity entry fees), the Participant agrees to reimburse those costs at the agreed rate or actual cost.

8. Review / Notification

8.1. The parties agree to review this Agreement regularly, or as needed due to changes in Sapience Care Services' operations.

8.2. The Participant agrees to notify Sapience Care Services within 14 days if:

a) The Participant's NDIS Plan is suspended or cancelled.

b) The Participant's contact details change.

c) If applicable, the Participant's representative's contact details change.

d) If applicable, the authority to act on behalf of the Participant is revoked, changed, or expires.

e) There is a change in how invoices will be paid for Supports.

9. Consent

9.1. The Participant gives consent for Sapience Care Services to collect, use, and store relevant personal information (as needed to provide Supports) in accordance with the terms of this Agreement and applicable privacy laws.

10. GST

10.1. All prices in this Agreement include GST (if applicable).

10.2. The parties acknowledge that the supports provided under this Agreement are reasonable and necessary supports funded by the Participant's NDIS Plan.

11. Cancellation

11.1. Cancelling Scheduled Supports

a) The Participant must notify Sapience Care Services of any cancellation by phone, email, or text.

b) If the Participant cancels a scheduled support:

i. More than 48 hours before, there will be no charge.

ii. Less than 48 hours before, Sapience Care Services may charge the scheduled fee if the support cannot be filled by another participant.

c) If the Participant does not show up for a scheduled support ("no show"), the full scheduled fee may be charged.

11.2. Cancellations by Sapience Care Services

If Sapience Care Services needs to cancel a scheduled support, we will try our best to reschedule the appointment or offer alternative arrangements.

12. Variation and Termination

12.1. Any changes to this Agreement must be made in writing and signed by both parties.

12.2. Either party can end this Agreement by giving at least 28 days' written notice to the other party. If more time is needed for the Participant to find another provider, a longer notice period can be arranged.

13. Definitions

NDIS Plan – The individual plan that includes goals, funding, and supports for the Participant.

NDIS Price Guide – The guide that sets the maximum prices for NDIS-funded supports.

Plan Nominee – Someone chosen by the Participant to manage their NDIS funding.

Registered Plan Management Provider – A registered service provider who manages funds for self- or plan-managed Participants.

Schedule of Supports – The table in this Agreement showing the services and prices.

Supports – The supports listed in Schedule 1 that Sapience Care Services will provide.

14. Feedback, Complaints, and Dispute Resolution

If the Participant wants to give feedback, make a complaint, or discuss concerns, they should first raise them with higher management at Sapience Care Services, either in person or through our feedback page at www.sapiencecare.com/feedback.

If the Participant is not satisfied with the outcome, they can contact the NDIS Commission by calling 1800 035 544 or visiting www.ndiscommission.gov.au .