

Service Agreement with Studio ARTES

This Service Agreement is made for the purpose of providing supports under the participant's NDIS plan, and outlines information regarding any charges.

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, and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

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

THE PARTICIPANT (DETAILS LISTED BELOW)

and

STUDIO ARTES NORTHSIDE INC. (Studio ARTES)

ABN: 67 971 283 212 NDIS PROVIDER No: 4050002791 *

This Service Agreement will commence on the date that you commence at Studio ARTES and continue until a new agreement is required. **

Please complete all of the information requested below before signing the agreement.

PARTICIPANTS NAME:	
NDIS NUMBER:	
PLAN DATES:	Start of plan date: End of plan date:
HOME AND/OR MOBILE NUMBER:	
HOME ADDRESS:	
PARTICIPANT'S REPRESENTATIVE (FOR FINANCIAL INFORMATION):	NAME:
	PH:
	EMAIL:

NDIS PAYMENTS

My Payment Details *(Please choose one)*

- NDIA Managed**
The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the Studio ARTES **will claim payment for those supports from the NDIA**. The participant consents to Studio ARTES completing a Service Booking in the NDIS Portal on their behalf.
- Plan Managed** *(fill in plan manager details if you choose this option)*
The Participant has chosen to utilise a Plan Nominee (Plan Management) for payment of NDIS supports provided under this Service Agreement. After providing these supports Studio ARTES 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 within 7 days.**
My plan manager's details are: _____
- Self Managed**
The Participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports Studio ARTES will send the Participant an invoice for those supports for the Participant to pay. **The Participant will pay the invoice within 7 days.**

Transport (please choose one)

- I have transport in my plan (transport support and km's will be claimed from your plan)
- Invoice me directly for any transport charges.

Reports and Documentation

Studio ARTES may charge up to 4 hours for each plan period to document proposed supports and expected outcomes. This will be discussed with you when you request a report.

Out and About Group Events and Community Access

One off and occasional community access activities will include a separate Schedule of Support as part of the event notice or form sign off. This is so that we book against your plan regardless of whether it is in your original schedule of support or not.

FEES NOT COVERED BY THE NDIS

Resource Fee (please tick box below)

Studio ARTES charge a **Resource Fee** of \$5 per 3 hr session + GST to cover non NDIS funded items.

The Resource Fee will be invoiced as a term fee directly to the participant quarterly in advance. This will be pro-rata from your start date until the end of the quarter that you commence in. **Studio ARTES payment terms are usually 7 days from date of invoice, however alternative payment arrangements can be made.**

- I understand I will be invoiced for the resource fee against every session.

Costume Hire Fee

Studio ARTES charge a **Costume Hire Fee** up to a maximum of \$50 + GST to help cover the cost of costumes if you are a participating in our Performing Arts program. This will be dependent on how many performance items you participate in. This will be discussed and agreed with you prior to the event.

Please speak to your plan manager as to whether the resource and costume fees are claimable. We are not able to claim for these as your provider.

Event Tickets and Meals

Tickets to shows, sporting events, exhibitions and general public admission costs are not covered by the NDIS. In organising an outing, we will clearly state as to whether we will book the tickets on your behalf, or whether you will need to bring money with you on the day. If we pre-book tickets, will we require payment prior to booking.

AGREEMENT SIGNATURES:

The Parties agree to the terms and conditions of the Service Agreement

Signature of Participant or representative

Name of Participant or representative

Date: / /

Signature of Studio ARTES representative

Name of Studio ARTES representative

Date: / /

**Studio ARTES is registered as a Temporary Transformation Payment (TTP) Provider*

*** if notification of a new plan is delayed, and services continue, the schedule of support with this service agreement will continue into the gap between when the plan ends and a new schedule is in place. New service agreements will be completed a) on request or b) when there is a major change in services.*

TERMS AND CONDITIONS APPENDIX**Schedules of Supports**

The Schedule of Support attached, outlines the agreed supports and associated prices between the participant and Studio ARTES. Any services outlined on this schedule of supports will only be claimed for if the participant is in attendance or is subject to late cancellation (less than 2 business days).

For Out & About group events, one off community participation, and other non regular activities, (eg dance parties, field trips (out of normal hours), performances, rehearsals, exhibitions and other social activities) the booking form is a one off Schedule of Support.

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

Responsibilities of the Service Provider

The provider agrees to:

- review the provision of supports on an agreed schedule with the participant.
- once agreed, provide supports that meet the participant's needs at the participant's preferred times
- 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
- give the participant 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 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 as per the Terms of Business for Registered Providers.

Responsibilities of Participant/Participant's representative

The participant/participant's representative agrees to:

- 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
- adhere to the provider's Code of Conduct for participants and understand that supports may be suspended if the Code of Conduct is breached.
- talk to the provider if the participant has any concerns about the supports being provided
- give the provider the required notice for absences (see 'Absences' below for more information)
- 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.

Goods and Services Tax (GST)

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

- 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;
- the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and

- the participant/participant's 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.

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 and/or the Schedule of Supports. The parties agree that any changes to this Service Agreement and/or Schedule of Supports will be in writing, signed, and dated by the parties, or via phone/email and signed by the CEO or representative after confirmation.

A new NDIS Plan or a plan review will result in a new schedule of support and service booking, and if required a new service agreement.

Ending this Service Agreement

Should either Party wish to end this Service Agreement they must give **Four (4) Weeks notice in writing**.

If either Party seriously breaches this Service Agreement the requirement of notice may be waived as per Studio ARTES' Code of Conduct Policy. Non-payment and delays in payment will be discussed with you, however any continuing non-payment may result in suspension of service until resolved.

Absences

- If the participant makes a short notice cancellation (within **2 business days** or does not show for a session, a cancellation fee of 90% of the NDIS rate will be applied. (As per the NDIS Price Guide 1st July 2019)
- We would appreciate advice regarding long term absences (such as holidays) **four (4) weeks** prior to the absence to allow us to adjust staff accordingly, and adjust your resource fee.
- It is accepted that Studio ARTES Northside Inc., does not issue refunds/credits.
- Please advise all absences by email absent.sa@studioartes.org.au and/or telephone 9482 5266

Valuables

It is understood that Studio ARTES accepts no responsibility for the loss, theft or breakage of any personal valuable items brought into the Studio or used on field trips or holidays by program Participants. Any valuables should not be brought to Studio ARTES.

Feedback, Complaints and Disputes

If the participant wishes to give the provider feedback, or is not happy with the provision of supports and wishes to make a complaint, the participant should initially speak with the staff member. If you feel that it needs to be escalated please speak with the Studio Manager. All Feedback and Complaints are handled in accordance with our Feedback and Complaints Policy. A copy of this policy is available upon request.

Staff can be contacted on (02) 9482 5266. If you would like to put the feedback or complaint in writing please send to 33 Jersey Street HORNSBY NSW 2077 or email us.

If the participant is not satisfied or does not want to talk to someone at the studio, the participant can contact the National Disability Insurance Agency Quality and Safeguards Commission by calling 1800 035 544. Please see www.ndiscommission.gov.au for further information.

Privacy

The purpose of collecting this information is for the agreement of supports and services. If we do not collect all of the information we will be unable to provide our supports and services to you. Your personal information will only be used for the purpose for which you gave it to us. To obtain a copy of Studio ARTES' Privacy Policy, go to www.studioartes.org.au or phone (02) 9482 5266.

The Provider can be contacted on

9482 5266

enquiries.sa@studioartes.org.au

www.studioartes.org.au

Head Office: 33 Jersey Street Hornsby NSW 2077

Hornsby Studio: 33 Jersey Street Hornsby NSW 2077

Inner West Studio: C/O SCC, 2A Gordon Street Rozelle NSW 2039