

# Services Agreement

**This Agreement is made between:**

St George Plan  
Management, we or  
us:

St George Taxcare Pty Ltd ABN 28 155 175 652

Address: P.O. Box 77, Banksia, NSW, 2216

Email: kamak@sgtax.com.au

Contact: Ka Kui Mak

**and:**

**Client or you:**

First Name:

Last Name:

Phone:

Mobile:

Email:

Date of Birth:

Street:

Suburb:

State:

Postal Code:

NDIS Number:

Plan Start Date:

Plan Expiry Date:

**Representative who  
can act for you (if  
any)**

First Name:

Last Name:

Services Agreement

Phone:	
Mobile:	
Email:	
Relationship to Client:	

St George Plan Management to invoice:

Us directly (self managed)/Plan Manager (plan managed)/NDIA directly (NDIA managed)/Plan Nominee (Plan nominee managed)	
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Services Agreement

Internal Use

Date of this Agreement	
Scheduled Review Date	
Has the Client been provided this Agreement? Provide details of date and method of provision	
Is the Agreement consistent with the Client Intake Form. If not, why not?	
Has the Client been supported to understand the Agreement?	
Was a representative or advocate present (if applicable). Provide details.	
Has the Client signed the Agreement?	
Have we signed the Agreement?	
Has a fully signed version of the Agreement been provided to the Client? Make a record of the circumstances if the Client did not receive a copy of their Agreement.	

## Terms of Agreement

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### 1. Purpose of this Agreement

- (a) The purpose of this Agreement is to document a personalised and self-directed support arrangement between St George Plan Management and you. Please ensure your details and those of your Representative (if any) are accurately set out above.
  - (b) This Agreement is made in accordance with the rules and the goals of the NDIS and for the purpose of providing the Services to you in accordance with your Plan.
  - (c) This Agreement is made in the context of the NDIS, which is a scheme that aims to:
    - (1) support the independence and social and economic participation of people with disability, and
    - (2) enable people with disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.
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### 2. Definitions and interpretation

#### 2.1 Definitions

In this Agreement:

**Agreement** means this agreement and includes any schedules and annexures.

**St George Plan Management, us or we** means St George Taxcare Pty Ltd ABN 28 155 175 652.

**Client or you** means the NDIS participant as identified on page 1 of this Agreement.

**Commencement Date** means the date on which you sign this Agreement.

**NDIA** means the National Disability Insurance Agency, which runs the NDIS.

**NDIS** means the National Disability Insurance Scheme as established by the NDIS Act.

**NDIS Act** means the *National Disability Insurance Scheme Act 2013 (Cth)* (as amended or replaced from time to time).

**NDIS Rules** means any rules or other legislative instruments made under the NDIS Act.

**Other Support Services** means services and supports delivered to you by other service providers.

**Plan** means the written Plan developed with you and on your behalf by the National Disability Insurance Agency or their delegate (for example, your Local Area Coordinator).

**Principal** means Ka Kui Mak.

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**Services** means the services and support you agree for us to provide and we agree to provide to you, following the process set out in clause 4(a).

### 2.2 Interpretation

In this Agreement:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to a party is a reference to a party to this Agreement and includes a reference to that party's successors and permitted assigns; and
- (d) the term 'including', 'e.g.', 'such as', 'particularly' or any similar expression is not used as, nor is intended to be interpreted as, a term of limitation.

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### 3. Commencement

The Agreement commences on the Commencement Date and will continue until either you or St George Plan Management terminates it in accordance with clause 13.

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### 4. The Services we provide

- (a) You, your Representative and St George Plan Management will work together to determine the specific Services that we can provide to you to meet your goals. Through your client intake form, initial consultation(s) with us, this Agreement and the support planning process, we will agree upon the specific Services, appointment times, locations and staff members that will provide the Services.
- (b) The Services can be adjusted and adapted in consultation with us, as your needs, goals and preferences change.
- (c) If your Plan details differ from the details recorded in the NDIS portal, St George Plan Management will provide the Services to you according to the details in the NDIS portal.
- (d) You and your Representative agree to:
  - (1) If we are providing Plan Management Services, St George Plan Management making any arrangements necessary to allow us to pay your service providers from your NDIS funds on your behalf;
  - (2) St George Plan Management accessing and reviewing your Plan;
  - (3) St George Plan Management discussing your Plan, developing and maintaining links, collaborating with and sharing information with service providers providing the Other Support Services as specified in and agreed with you in any Support Plan we develop with you;

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- (4) St George Plan Management claiming any travel time when travelling to meet you, from your NDIS funds, to the extent we are entitled to under the NDIS Rules and applicable laws;
- (5) St George Plan Management claiming for Non-Face-to-Face supports, to the extent we are entitled to under the NDIS Rules and applicable laws;
- (6) St George Plan Management claiming for NDIA Requested Reports supports, to the extent we are entitled to under the NDIS Rules and applicable laws;
- (7) St George Plan Management providing you with the Services in line with the terms set out in this Agreement (as updated from time to time) and your support plan;
- (8) if required for random auditing purposes, be interviewed and have your records reviewed by third party accreditation, auditors and legislative bodies; and
- (9) the terms of St George Plan Management's Policies.

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## 5. Your consent to Services

- (a) Your informed consent is required for the Services provided by St George Plan Management. If the Client is a child, consent also needs to be provided by a parent or legal guardian (i.e. your Representative).
- (b) You may withdraw your consent for any specific Service at any time, and the specific Service will cease immediately.
- (c) The Services are designed to be effective and safe, however, like any treatment, therapy or service, there are benefits and risks. St George Plan Management staff working with you will discuss any foreseeable risks prior to providing any Service or administering any treatment, therapy or service (as applicable).
- (d) St George Plan Management staff may ask personal questions relating to your individual goals and circumstances. The more information you provide, the more effective the Services will be. However, it is your choice as to what information you choose to provide.
- (e) It may be necessary for the St George Plan Management staff to make physical contact with you for the purpose of providing the Services. Consent will be achieved through signing this Agreement, with implied consent being assumed for the duration of the Agreement (until you tell us otherwise).
- (f) The risks related to some Services can increase when St George Plan Management is not aware of certain facts. Please inform our staff if you or your child has any of the following:
  - (1) heart condition impacting engagement in physical activity
  - (2) seizures
  - (3) severe respiratory conditions e.g. asthma
  - (4) severe allergies

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- (5) severe phobias
- (6) absconding (running away, running onto busy roads, etc.).
- (g) By agreeing to receive the Services, you further acknowledge the following:
  - (1) assessment and screening may be undertaken and any records taken will be kept in your confidential client file in accordance with the relevant privacy laws;
  - (2) video, photo, written records and work samples may be taken, and if taken will be kept in a confidential client file; and
  - (3) with prior permission and consent, the NDIA, local area coordinators and service providers that provide Other Support Services may be contacted to discuss your Plan to gather further information and understanding of and otherwise support your individual circumstances and goals.

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## 6. Fees for Services

- (a) St George Plan Management will charge you for the Services.
- (b) Additional expenses (i.e. things that are not funded under your Plan) are your responsibility and to be paid by you.
- (c) The prices for the specific Services that we provide to you are set out in the [NDIS Price Guide](#). All prices are subject to change when the NDIS Price Guide changes. The prices we charge you will be automatically adjusted to reflect the prices outlined in the most up to date NDIS Price Guide and the specific Services we perform.

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## 7. Payments

St George Plan Management will be paid in respect of Services provided to you by one or a combination of the below payment methods:

- (a) **(Self-managed)** If you have chosen to self-manage the funding/payment for the Services, after we provide the relevant Services (or part thereof), St George Plan Management will send you an invoice for those Services for you to pay. You must pay the invoice within seven (7) days of the date of the invoice;
- (b) **(Managed by Plan nominee)** If your nominee (i.e. the participant's nominee) manages the funding/payment for the Services, after we provide the relevant Services (or part thereof), St George Plan Management will send your nominee an invoice for those Services for your nominee to pay. Your nominee must pay the invoice within seven (7) days of the date of the invoice;
- (c) **(NDIA managed)** If you have nominated the NDIA to manage the funding/payment for the Services, after we provide the relevant Services (or part thereof), St George Plan Management will claim payment for those Services from the NDIA; and
- (d) **(Managed by a registered plan management provider)** If you have nominated a Plan management provider to manage funding/payments for the Services, you will need to provide their details to us and

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after we provide the relevant Services (or part thereof), St George Plan Management will claim payment for those Services from the plan management provider.

- (e) For our Plan Management services being delivered to you, St George Plan Management will pay for Other Support Services on your behalf, so long as:
  - (1) the support services satisfy the test for reasonable and necessary supports as defined by the NDIA; and
  - (2) claims for these services with the NDIA are successful.

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## 8. Your rights and our Responsibilities

During the term of this Agreement, St George Plan Management will:

- (a) act with respect for your individual rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions.
- (b) respect your privacy.
- (c) respect your right to intimacy and sexual expression.
- (d) provide Services in a safe and competent manner with care and skill.
- (e) act with integrity, honesty and transparency.
- (f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of Services.
- (g) take all reasonable steps to prevent and respond to all forms of violence against, and exploitation, neglect and abuse of, people with disability.
- (h) take all reasonable steps to prevent and respond to sexual misconduct.
- (i) arrive at the location where the Services are to be provided at the appointment time, ready to deliver the Services.
- (j) provide the Services in a way that is consistent with all applicable laws, including the NDIS Act, the NDIS Rules, the National Privacy Principles and the Australian Consumer Law.
- (k) treat you with dignity and respect at all times and value your legal and human rights, including your right to make informed choices concerning the Services to be provided to you.
- (l) make reasonable efforts to involve you in selecting your workers, including the preferred gender of workers, if we are providing personal care support to you.
- (m) where you have specific needs which require monitoring and/or daily support, workers providing support to you are appropriately trained and understand the participant's needs and preferences.
- (n) notify you about changes to appointment times and other changes to the delivery of Services.

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- (o) with your reasonable assistance, provide a safe and comfortable space for the delivery of the Services.
- (p) If required, provide you with a photo of your Workers to ensure they are easily identifiable to you.
- (q) treat your information as private and confidential.
- (r) provide timely invoices and statements for the Services.
- (s) communicate openly, honestly and promptly with you.
- (t) keep accurate and up-to-date records of all the Services provided to you.
- (u) make contact with the NDIA about your Plan when necessary.
- (v) process only those claims for Other Support Services that are consistent with your Plan and with the service agreements you have told us about or with other instructions you have provided.
- (w) keep accurate and up-to-date records of all claims for Other Support Services processed on your behalf.
- (x) within the limits of our Plan Management or Support Coordination role, liaise with Other Support Providers on your behalf to facilitate service delivery or resolve any concerns you may have.
- (y) provide access to information about amounts claimed and your remaining balances for the Services and Other Support Services.

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## 9. Responsibilities of the Client

You and your Representatives agree to:

- (a) take ultimate responsibility for selecting who will provide Other Support Services and to let St George Plan Management know who those providers are, their contact details and the service agreements or arrangements you have with them.
- (b) only purchase supports that are reasonable and necessary as defined by the NDIA.
- (c) let St George Plan Management know if you suspend, change or intend to change your provider(s) of Other Support Services. Any such changes must be in accordance with the service agreement/s you have with your provider(s).
- (d) let St George Plan Management know about any concerns you have with any of the Services which are being provided.
- (e) be actively involved in designing the support plan and setting and monitoring goals.
- (f) ensure the fees for the Services are able to be met within the funding available in your approved Plan.
- (g) ensure all invoices are paid promptly and in full.

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- (h) immediately notify St George Plan Management if you stop being a participant in the NDIS.
- (i) keep St George Plan Management informed of any change in circumstances that will likely affect the delivery of Services or impact this Agreement such as, where you live, medication/medical treatments and procedures, behavioural changes that are likely to impact on the safe delivery of the Services, guardianship and care arrangements.
- (j) Be at the designated location where the Services are to be provided at the agreed appointment time.
- (k) treat all St George Plan Management staff, workers and others present during the delivery of support and services with respect and abide by St George Plan Management' Policies.
- (l) let us know if you suspend, change, or intend to change, your Plan, or if you are no longer a participant in the NDIS.
- (m) provide St George Plan Management with a copy of any updated or revised Plan as soon as reasonably possible.
- (n) St George Plan Management providing documents and email updates to you electronically.
- (o) inform St George Plan Management if you do not want to receive documents or email updates electronically.

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## 10. Cancellation and No Show Policy

You agree that we may charge you 100% of the relevant amount that would otherwise be payable to us if you:

- (a) do not show up for a scheduled Service within a reasonable time, or are not present at the agreed place and within a reasonable time when St George Plan Management is travelling to deliver the Services; or
- (b) have given less than seven (7) clear days' notice of cancellation for a Service, and
- (c) St George Plan Management cannot find alternative work for the scheduled employee whom we are obligated to pay for the scheduled shift.

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## 11. Privacy

- (a) Your privacy is important to us. When we provide the Services to you, we will collect, use, disclose and store information about you. The information is known as Personal Information and Sensitive Information.
- (b) You do not have to consent to us collecting, using, storing and disclosing this information.

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## 12. Feedback and Complaints

- (a) If you feel comfortable, you are encouraged to raise any feedback, concerns or complaints with us first, as this is often the best way to have your issue resolved quickly.

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- (b) A complaint may be made on an anonymous basis. You can make an anonymous complaint:
- (1) by calling the number in section 12.1(d) below and stating that you wish to make an anonymous complaint (so we don't ask you to identify yourself); or
  - (2) in writing by filling out a Feedback and Complaints Form but not including your name or other details that may identify you and posting it to the address specified in section 12.1(c) below.
- (c) You can make a complaint to St George Plan Management:
- (1) in person to the Director or a staff member;
  - (2) by email to [kamak@sgtax.com.au](mailto:kamak@sgtax.com.au);
  - (3) by post to P.O. Box 77, Banksia, NSW, 2216;
  - (4) on our website <https://www.sgtax.com.au>; or
  - (5) verbally by telephone to 0422 372 392

For all written feedback or complaints, you are encouraged to provide your complaint in the form of our written Feedback and Complaint Form.

- (d) You can make a complaint to the NDIS Commission by:
- (1) Phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.
  - (2) National Relay Service and ask for 1800 035 544.
  - (3) Visiting <https://www.ndiscommission.gov.au/about/complaints> and completing a complaint contact form.

The NDIS Commission can take complaints about:

- (4) services or supports that were not provided in a safe and respectful way.
  - (5) services and supports that were not delivered to an appropriate standard.
- (e) We will endeavour to resolve all complaints promptly in accordance with our Feedback and Complaints Management Policy.

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## 13. Termination

- (a) St George Plan Management and the Client may terminate this Agreement by giving at least four weeks' written notice of termination to the other party.
- (b) St George Plan Management may terminate this Service Agreement with immediate effect if:

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- (1) the Client ceases to have a source of individualised government funding (i.e. they are no longer an NDIS participant or all of their NDIS funding is used) or have a source of private funding;
  - (2) the Client's support plan or the Services provided by St George Plan Management are no longer able to meet the person's needs or assist in achieving chosen goals;
  - (3) the Client or their support network fails to communicate and provide information about changes to the Client's needs including in respect of the Services;
  - (4) the Client transfers to another service provider;
  - (5) the Client dies;
  - (6) the Client is unable or unwilling over a period of time to work towards agreed goals;
  - (7) the Client is unwilling to meet the reasonable conditions required in their support plan, thus affecting the safe delivery of a service to the Client and the health and safety of the staff;
  - (8) the Client is in breach of the terms of the Agreement;
  - (9) the Client fails to comply with the Policies of St George Plan Management;
  - (10) changes to the Client's condition results in the supports or Services they require exceeding the skills and expertise St George Plan Management staff can deliver or they would otherwise require services to be provided that St George Plan Management does not have capacity to provide;
  - (11) there has been no contact between the person and St George Plan Management for 2 months;
  - (12) the Client or members of their support network engage in behaviour which is unacceptable to St George Plan Management, such as violence, abuse, aggression, theft or property damage or which poses risks to the safe delivery of the Services or the health and safety of the staff;
  - (13) the Client ignores risk management procedures under the St George Plan Management Work Health and Safety Policy; and
  - (14) the Client fails to pay fees due and payable to St George Plan Management by the due date for payment under this Agreement.
- (c) If you notify us that you want to terminate this Service Agreement, St George Plan Management will:
- (1) Notify the NDIA and the service providers which are providing support to you under your Plan that we will no longer be acting as your intermediary once the 30 day notice period is up. We will also notify them that we will only accept claims for payment up to the date on which this Agreement ends.
  - (2) Provide you with a statement of the Plan balances remaining on the last day of Plan Management activities, within 14 days of the last day we process transactions on your behalf.

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## 14. Goods and services tax

- (a) The parties agree that:
- (1) the supply of the Services under this Agreement is the supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the NDIS Act, in the Client's Plan currently in effect under section 37 of the NDIS Act;
  - (2) the Client's Plan is expected to remain in effect during the period the Services are provided; and
  - (3) the Client or their representative will immediately notify St George Plan Management if the Client's Plan is replaced by a new plan or if the Client stops being a participant in the NDIS.
- (b) Goods and services tax (GST) may be payable on Other Support Services provided to the Client by a service provider even if that provider is not a registered service provider with the NDIA. If so, the GST payable will be funded by the Client's Plan.

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## 15. General

### 15.1 Governing law and jurisdiction

This Agreement is governed by the laws of the jurisdiction in which St George Plan Management is located. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

### 15.2 Amendment

The parties may only amend this Agreement if each party signs the written amendment.

### 15.3 Waiver

A provision of this Agreement or a right created under it may not be waived except in writing signed by the party granting the waiver.

### 15.4 Exercise of a right

A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

### 15.5 Remedies cumulative

The rights and remedies provided in this Agreement are cumulative with and not exclusive of the rights and remedies provided by law independently of this Agreement.

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### 15.6 Assignment

- (a) This Agreement is for the benefit of the parties and their permitted successors and assigns. The parties and their successors and assigns are bound by this Agreement.
- (b) A party other than St George Plan Management may not assign its rights under this Agreement.
- (c) St George Plan Management may assign its rights under this Agreement in its absolute discretion, subject only to compliance with relevant NDIS Rules.

### 15.7 Severance

If any provision of this Agreement is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

### 15.8 Counterparts

The parties may execute this Agreement in two or more counterparts and all counterparts together constitute one instrument. A counterpart may be in electronic form.

### 15.9 Consent or approval

Subject to an express provision in this Agreement, a party may in its absolute discretion give its consent or approval conditionally or unconditionally, or withhold its consent or approval.

### 15.10 Entire agreement

This Agreement constitutes the entire agreement of the parties in respect of the subject matter of this Agreement and supersedes all prior discussions, undertakings and agreements.

### 15.11 Further assurances

Each party must, at its own expense, do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including without limitation the execution of documents.

### 15.12 Relationship

Nothing in this Agreement constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably except as expressly stated in this Agreement.

### 15.13 Notices

- (a) A party may send a notice in connection with this Agreement by hand delivery, pre-paid post or email transmission to another party at the recipient party's address details set out at the beginning of this Agreement or in such other way as the recipient party may have last notified each other party in writing.

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- (b) A notice is deemed to be received:
- (1) if sent by hand delivery, at the time of delivery if on a Business Day at or before 5:30 pm, otherwise on the next Business Day;
  - (2) if sent by pre-paid post, on the second Business Day after the date of posting; or
  - (3) if sent by email transmission, at the time of sending if on a Business Day at or before 5:30 pm, otherwise on the next Business Day, provided that the sender does not receive a subsequent "Out of Office" reply or similar response or a system administrator message stating that the email did not reach its intended recipient.

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Execution

Executed as an Agreement on

Date: ...../...../.....

Signed for and on behalf  
of St George Taxcare Pty Ltd  
ABN 28 155 175 652 (St George Plan Management), by:

.....  
Signature

Date: ...../...../.....

.....  
Name (please print)

Signed by the Client:

.....  
Signature

Date: ...../...../.....

.....  
Name (please print)

Signed by the Representative:

.....  
Signature

Date: ...../...../.....

.....  
Name (please print)

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