Minds at Play Pty Ltd
ABN: 66 663 365 848
Phone: 0484 125 963

SERVICE AGREEMENT

NOTE: A Service Agreement can be made between a participant and a provider or 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 someone who manages the funding for supports under a participant's NDIS plan.

INTRODUCTION

Minds at Play Pty Ltd (ABN 66 663 365 848) is a non-registered provider of supports.

This agreement, together with the Registration Form, sets out the terms and conditions under which the Provider will provide you with the Supports.

Please have a careful read through this agreement before agreeing to it, and please let us know if you have any questions or need help understanding this agreement.

This agreement is between you, and the Provider.

In this agreement when we talk about:

- **"the Provider,"** "**we**," "**our**," or "**us**", we are referring to Minds at Play Pty Ltd (ABN 66 663 365 848), an Australian business operating under the business name Minds at Play.
- "**Participant**", "**Participant's Representative**", "**you**", or "**your**", we are referring to you or your authorised representative. We use these terms interchangeably in this agreement.
- "**NDIS**" means the National Disability Insurance Scheme under the National Disability Insurance Scheme Act 2013 (Cth) and any codes of conduct, standards and rules and regulations.
- "**Registration Form**" means the registration form provided to you, which sets out the
- "**Service Agreement**" means this agreement.
- "**Supports**" we are referring to the services we are to provide to the Participant, as set out in the Support Schedule in the Registration Form.

We've also used a few other capitalised words and phrases as shorthand to refer to recurring concepts.

Each of these are defined in bold and in brackets after the concepts are first mentioned.

The Participant and/or Participant's Representative will be taken to have accepted these terms and conditions if they click the tick box to accept this Service Agreement, or if the Participant and/or Participant's Representative accepts or pays for the Supports provided by the Provider after receiving or becoming aware of this Service Agreement.

1. The NDIS and this Service Agreement

This Service Agreement is made according to the rules and the goals of the NDIS.

This Service Agreement is made for the purpose of providing supports under the Participant's NDIS plan. 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.

2. Registration Form

This Service Agreement will apply to all the Participant's dealings with the Provider, including being incorporated into all Registration Forms, agreements or quotations under which the Provider is to provide the Supports to the Participant, together with any additional terms included in such Registration Form.

3. Length of this Service Agreement

This Service Agreement will start on the Start Date set out in the Registration Form and will continue for a period of 1 year, unless otherwise agreed in writing or terminated in accordance with clause 0.

4. Schedule of Supports

The Provider agrees to provide to the Participant and the Participant agrees to receive the Supports set out in the Supports Schedule in the Registration Form.

The Provider agrees, to provide the Participant support, through their programs, in:

- CORE - Assistance with Social, Community & Civic Participation - Category 4
- Capacity Building - Increased Social & Community Participation - Category 9
- Innovative Community Participation Category 9

5. Prices

The Supports are set out in the attached Schedule of Supports at clause 21.

Prices are listed on the website under each designated program. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

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

6. Responsibilities of the Provider

The Provider agrees to:

1. Once agreed, provide Supports that meet the Participant's needs at the Participant's preferred times.
2. Communicate openly and honestly in a timely manner.
3. Treat the Participant with courtesy and respect.
4. Consult the Participant on decisions about how Supports are provided.
5. Give the information about managing any complaints or disagreements and details of the Provider's cancellation policy (if relevant)
6. Listen to the Participant's feedback and resolve problems quickly

7. Give the Participant a minimum of 24 hours' notice if the Provider has to change a scheduled appointment to provide Supports
8. Give the Participant the required notice if the Provider needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
9. Protect the Participant's privacy and confidential information and treat any of the Participant's and the Representative's personal information in accordance with our Privacy Policy available here.
10. 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;
11. Keep accurate records on the Supports provided to the Participant
12. Issue regular invoices and statements of the Supports delivered to the Participant.

7. Responsibilities of the Participant/Participant's Representative

The Participant and/or the Participant's Representative agrees to:

1. Respect the rights of all staff or personnel of the Provider, ensuring your interactions are safe, healthy and free from harassment.
2. Inform the Provider about how they wish the Supports to be delivered to meet the Participant's needs
3. Provide the Provider with reasonable assistance to enable the Supports to be provided to the Participant
4. Maintain access to technology (such as a computer and a stable internet connection) to receive the Supports in the form of a video conference via Zoom and/or Skype (if required)
5. Immediately notify the Provider if they believe that any of the Supports are inappropriate, ineffective or unsafe
6. Treat the Provider with courtesy and respect
7. Talk to the Provider if the Participant has any concerns about the Supports being provided
8. If the Participant cannot make a scheduled appointment, the Provider's cancellation policy will apply (as set out in clause 18)
9. Give the Provider the required notice if the Participant needs to end the Service Agreement (see 'Ending this Service Agreement' at clause 0 below for more information), and
10. 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.

8. Payments

The Participant must pay the fees for the Supports in the amounts and at the times as set out in the Registration Form or as otherwise agreed in writing (**Fees**).

The Participant and/or the Participant's Representative shall nominate how they would like to be invoiced for the Fees in the Registration Form, i.e. Participant, Parent or Plan Manager (each a **Nominee**).

By this nomination, the Participant has nominated between Plan management Provider or to Self-manage the funding for NDIS Supports provided under this Service Agreement. The Participant acknowledges and agrees that it cannot select to NDIA manage as the Provider is a non-registered provider.

The Provider will send the Nominee an invoice for the Fees for the Nominee to make payment. The Nominee must make payment of the invoice by EFT within (15) days of receipt of the invoice.

Due to the resourcing cost required to organise the programs the Provider will seek payment for their provision of programs and services as per the invoice terms, in line with NDIS Payment Guidelines general claiming rules for non-registered providers.

Term-Based Fee Structure and Acceptance

Fees for Supports are calculated and charged on a term basis, rather than per individual session. This structure ensures that the Participant retains their allocated place within the designated group for the duration of the term, regardless of any changes to session attendance or intra-week scheduling.

By attending the first session of the term, or otherwise commencing participation, the Participant confirms acceptance of the applicable term fee. This fee remains payable in full, irrespective of subsequent changes in attendance or scheduling, and is subject to the payment terms outlined in this Agreement.

After such payment has been made, the Provider will not partially or completely refund this payment for any reason including if you change your mind or aren't satisfied with the outcome of our services.

If you aren't satisfied with our services, see 'Feedback, complaints and disputes' below for more information.

The Participant acknowledges that where it fails to make the relevant payments on time, the Provider may withhold delivery of the Supports or refer such late payments to debt collectors.

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.

9. Confidentiality

We warrant that we will keep any confidential information you supply to us, whether written or oral, as confidential, regardless of the type of media in which it is stored.

We will only disclose your confidential information to our contractors who are supplying the Supports under this agreement when they need to have access to it to provide services to you or as required by law.

10. Intellectual Property

The Participant and the Participant's Representative acknowledge and agree that any information and materials supplied to them as part of the Supports or contained on the Provider website remains the intellectual property of the Provider. The Participant and the Participant's

Representative must only use such information and materials in the course of receiving the Supports and for no other purpose.

11. Subcontractors

The Participant acknowledges and agrees that the Supports may be provided by independent contractors engaged by the Provider. If the Participant is not satisfied with the services provided by a specific independent contractor, the Participant and/or their Representative must immediately notify the Provider and we will endeavour to find a replacement provider for the Participant.

12. 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.

13. Warranties

To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded. The Participant specifically acknowledges that the Provider makes no promise, warranty express or implied, guarantee or agreement that the Supports will be covered by any insurance, governmental funding or grants.

Nothing in this agreement is intended to limit the operation of the NDIS or the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Participant may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

14. Limitation of Liability and Indemnity

(**Limitation of Liability**) To the maximum extent permitted by applicable law, each part limits all liability in aggregate in respect of loss or damage sustained by the other party under or in connection with this agreement is limited to the total fees paid to the Provider by the Participant in the 3 months preceding the date of the first event giving rise to the relevant loss or damage.

(**Indemnity**) Both the Provider and the Participant (each referred to as an "**Indemnifying Party**") agree to indemnify and hold harmless the other party (the "**Indemnified Party**") and its officers, employees, agents and contractors from and against any loss or liability incurred or suffered by any of the Indemnified Party where such loss or liability was caused or contributed to by the Indemnifying Party:

(a) receipt of the Supports;

(b) breach of any term of this agreement; or

(c) negligent, fraudulent or criminal act or omission.

(**Consequential loss**) To the maximum extent permitted by law, under no circumstances will either party be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by the Provider, except to the extent this liability cannot be excluded under the Competition and Consumer Act 2010 (Cth) or any other applicable law.

15. Ending this Service Agreement

Should either party wish to end this Service Agreement, they must provide at least two weeks' written notice. This notice period ensures that the Provider can make appropriate arrangements and conclude services responsibly. No refunds will be issued, and the Participant remains liable for any scheduled supports within the notice period.

If either party seriously breaches this Service Agreement, the requirement for notice will be waived, and the Agreement may be terminated immediately.

Once the Provider has received notice, the Supports will end at the conclusion of the two-week notice period unless otherwise agreed in writing.

Termination Due to Behavioural Standards

The Provider reserves the right to terminate this Service Agreement immediately if the Participant or the Participant's Representative fails to adhere to the behavioural standards outlined in this agreement. These standards include, but are not limited to:

- Treating all staff, participants, and third parties with respect and courtesy
- Refraining from harassment, bullying, or discrimination
- Complying with all relevant laws and regulations, including the National Disability Insurance Scheme Act 2013 (Cth) and the Australian Consumer Law

In the event of a breach of these standards, the Provider will issue a written warning. If the behaviour continues or is deemed severe, the Provider may terminate the Agreement with immediate effect. The Participant or their Representative will be notified in writing of the termination and the reasons for it.

16. Feedback, complaints and disputes

If the Participant wishes to give the Provider feedback, the Participant can talk to the Facilitator or supervisor during or after the session via video chat application, or to our Admin support team via Phone or e-mail stated on our website.

If the Participant is not happy with the provision of supports and wishes to make a complaint, the Participant can request to talk to General Manager via Phone or e-mail stated on our website.

If the Participant is not satisfied or does not want to talk to this person, a complaint can be made to the NDIS Commission by phoning 1800 035 544 (free call from landlines) or TTY 133 677, visiting one of their offices in person, or visiting ndiscommission.gov.au for further information.

17. Goods and Services Tax (GST)

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

1. 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;
2. The Participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
3. The Participant will immediately notify the provider if their NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

18. Cancellation Policy

Due to the nature of the Support, in most cases a scheduled Support service cannot be rescheduled.

If the Participant cancels or fails to attend a scheduled Support session for any reason, the Participant acknowledges and agrees that:

1. the Provider will not provide any refund for the missed session; and
2. the Provider will not reschedule the session or arrange a make-up session,

unless otherwise determined at the Provider's absolute discretion.

19. General

(**Governing law & jurisdiction**) This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

(**Waiver**) No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

(**Severance**) Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

(**Joint and several liability**) An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

(**Entire Agreement**) This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

20. Contact Details

The Participant can be contacted on details asper initial registration details.

The Provider can be contacted on:

Contact Details:	
Phone [B/H]	0484 125 963
Email	info@mindsatplay.com.au

21. Schedule of Supports

Depending on the person's NDIS objectives or goals, funding can be allocated by Core or Capacity Building:
CORE - Assistance with Social, Community & Civic Participation - Category 4
Capacity Building - Increased Social & Community Participation - Category 9
Innovative Community Participation Category 9

Support	**Description of support**	**Price and payment information**	**List how, when, where, and by whom the support will be provided.**
Minds at Play Social & Community Participation Program	The Minds at Play Social and Community Participants Programs are designed to provide a safe, inclusive, and supportive virtual environment for people with disability, neurodiverse children, youth, and adults. Our series of programs runs for 2 to 2.5 hours weekly and features interactive activities facilitated by experienced leaders. The primary focus is on fostering social connections, community engagement, and personal development, based on the participants interests and what we can facilitate. Our programs are Peer Lead and supported as we are Disability operated.	Refer to website for pricing. All prices on our website are subject to change without notice. However, Minds at Play will use a **Program of Support Model** to provide you a block funding for 2 terms or as **Stated Supports** in your NDIS Plan.	The programs run for up to 10 weeks over NSW School term. Four different Minds at Play roles support the program. The programs are delivered by experienced frontline staff, supported by a dedicated operational team to ensure seamless participant engagement and support. The team handles escalated participant behaviour and manages participant registration and schedules. Our team are trained on applying international social flourishing model and managing neurodiverse participants on their behaviour and are the primary participants' support.
Reports Writing	A Players progress report, is written from the observations, notes and tracked metrics recorded by Games Masters and Guild Masters during the sessions and note feedback and observed by players' support. The Report can make a recommendation on future programs utilise.	$150.00 per report per program	Upon request, to be completed after the conclusion of the current Program term. All reports will be sent to interested parties to ensure continuity of care and adequate communication standards are maintained.