

XAVIER GENERAL TERMS AND CONDITIONS

Last updated 25-09-2020

In these terms and conditions, "Xavier", "us", "we" or "our" means Xavier Children's Support Network (ABN 24 547 377 893).

It is important to us that you understand these terms and conditions which relate to your use of our services. If you have any questions, please contact us at intake@xavier.org.au or via the contact us page.

INTRODUCTION

Thank you for choosing Xavier Children's Support Network. Xavier provides a personalized support arrangement that enables people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their support.

By accessing Xavier sites or otherwise using any of Xavier services, you are entering into a binding contract with Xavier.

Your agreement with us includes these terms and any additional terms that agreed to, as discussed in the Entire Agreement section below (collectively, the "Agreements"). The Agreements include terms regarding future changes to the Agreements, schedule of supports, payments, cancellations, privacy, feedback and complaints. If you wish to review the terms of the Agreements, the current effective version of the Agreements can be found on the Xavier website. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don't agree with (or cannot comply with) the Agreements, then you may not use Xavier services.

CHANGES TO THE AGREEMENTS

Occasionally we may make changes to the Agreements for valid reasons, such as reasonable adjustments to the Service, and for legal or regulatory reasons. When we make material changes to the Agreements, we'll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice or seeking your agreement within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your services by contacting us.

SCHEDULE OF SUPPORTS

Xavier agrees to provide the participant with supports as outlined and agreed in their Schedule of Supports.

The supports and their prices are set out in the Schedule of Supports. Additional expenses (i.e. items 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 XAVIER

Xavier agrees to:

- consult the participant on decisions about how supports are provided

- work cooperatively and in line with the principle of least restrictive alternative with the client and the activities they have chosen to undertake
- treat the participant with courtesy and respect
- communicate openly and honestly in a timely manner
- review the provision of supports at least 6 monthly with the participant
- 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
- protect the participant's privacy and confidential information
- provide access to regular invoices and statements of the supports delivered to the participant.

RESPONSIBILITIES OF THE PARTICIPANT/PARTICIPANT'S REPRESENTATIVE

The participant/participant's representative agrees to:

- inform Xavier about how they wish the supports to be delivered to meet the participant's needs
- treat Xavier staff with courtesy and respect at all times
- talk to Xavier if the participant has any concerns about the supports being provided
- notify Xavier staff as soon as possible if the participant cannot make a scheduled shift/appointment, and if a short notice or no notice is given, Xavier cancellation policy will apply.
- let Xavier 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.

CANCELLATION POLICY

Cancellation/ change to scheduled support time by participant:

If a shift or an appointment needs to be cancelled, or there needs to be a change to support times or a scheduled appointment, participants are to advise Xavier by no later than

- Two (2) clear business days' notice for support that is less than 8 hours continuous duration, or the agreed total price for the support is less than \$1000, or
- Five (5) clear business days' notice for Short Term Accommodation bookings

There will not be a charge if Xavier cancels the supports. There may be a charge up to 90% of the price for cancelled appointment if the participant cancels support shifts or Allied Health appointments but the participant fails to give notice as outlined above.

PRICING AND PAYMENT TERMS

Xavier reviews and updates its prices annually in line with the NDIS pricing review. The current Xavier Fee Schedule can be found on our website www.xavier.org.au.

Xavier will seek payment for their provision of supports after the participant / participant's representative confirms service delivery. Payment can be claimed from the NDIA portal directly or an invoice will be sent to the participant/participant's nominee or the participant's Plan Manager for payment. Invoices will be payable within 14 days.

PROVIDER ASSURANCE STATEMENT

For Participants who are not self-managed, the NDIS relies on registered support providers to lodge payment requests through the myplace portal on behalf of these participants for services provided. The Provider Assurance Programme ensures accuracy of these claims submitted by the registered provider by the maintenance of full and accurate records of supports. Xavier maintains detailed staff rostering, staff time and attendance records which can be accessed by the NDIS or Participant at any time upon request.

By signing this Service Agreement, the Participant acknowledges that Xavier meets the requirements of the Provider Assurance Programme in the maintenance of accurate support provision records.

STARTING AND ENDING THIS SERVICE AGREEMENT

This agreement will commence on the date the Terms are accepted and will remain in place until one or both parties notify each other of their intention to terminate the agreement.

Should either party wish to terminate this Agreement they must give 30 days' notice. If either party seriously breaches this Service Agreement the requirement of notice will be waived.

ENTIRE AGREEMENT

Other than as stated in this section or as explicitly agreed upon in writing between you and Xavier, the Agreements constitute all the terms and conditions agreed upon between you and Xavier and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

Please note, however, that certain aspects of your use of Xavier Service may be governed by additional agreements. That could include, for example, access to the Service as a result of a free or discounted pilot, or together with other services. When you are presented with an offer for such aspects of your use, you will be presented with any related additional agreement, and you may have an opportunity to agree to additional terms. To the extent that there is any irreconcilable conflict between any additional terms and these Terms, the additional terms shall prevail.

FEEDBACK, COMPLAINTS AND DISPUTES

Xavier has a feedback policy which is available on the Xavier website. If the participant wishes to give Xavier any feedback, please use our feedback form at http://www.xavier.org.au/contact/your_feedback or call 1800 XAVIER to discuss.

If the participant is not satisfied or does not want to talk to Xavier staff, the participant can contact the National Disability Insurance Agency on 1800 800 110, visiting one of the NDIS offices in person or visiting ndis.gov.au for further information.

The participant may consider the use of an advocate at times when they feel that they are unable to express their opinions, where they feel someone else may have better knowledge or at any other time when they feel that an advocate may be of assistance. These times may include the development of their plan, at initial meetings and during grievance resolution.

PRIVACY

Your privacy is important to us. You consent to the use, transfer and disclosure of personal information by us in accordance with our [Privacy Policy](#).

GOODS AND SERVICES TAX (GST)

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



Enabling Families

- a supply of supports under this service agreement is a supply of one or more of the reasonable supports specified in the statement included under subsection 33 (2) of the National Disability Insurance Scheme Act 2013 (NDIS ACT), in 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

CONTACT US

GENERAL ENQUIRIES

1800 928 437 (XAVIER)

MAKE A SPECIALIST APPOINTMENT

alliedhealthcoordinator@xavier.org.au

BILLING OR ACCOUNT ENQUIRIES

finance@xavier.org.au

DIRECT SUPPORT SHIFT CHANGES

xavershiftchanges@xavier.org.au
or call Coordinator Oncall