

Service Agreement

Service Agreement

This agreement is made between:

Name of Client

and ICON Drive Services.

Client Details:

Address	
NDIS Number	
Permit/License Number, and any conditions applicable	
Plan Manager or Support Coordinator Name	

Name of Service Provider: ICON Drive Services

The agreement will start on:

ICON Drive Services will, as a contractor and not as an employee, provide the services described in the Table of Services at the end of this agreement. The prices for the services are described in the Table of Services at the end of this agreement.

Service Provider's Responsibilities

The Service Provider will:

- Work with the Client to provide services that meet the Client's needs
- Treat the Client with courtesy and respect
- Consult the Client if decisions need to be made about how the services are provided
- Apply any arrangements agreed with the Client and described in the Table of Services at the end of this agreement to help the Client carry out their responsibilities
- Listen to the Client's feedback and resolve problems quickly
- Protect the Client's privacy and confidential information
- Have insurance (workers compensation and public liability) that covers the way services are provided
- Keep clear records about the services provided to the Client
- Issue regular invoices that explain what services have been provided, their cost and when payment is due
- Let the Client know if any contact details set out in this agreement change, and
- Review the service with the Client at regular intervals

Client's Responsibilities

The Client will:

- Pay the invoices issued by the Service Provider in connection with the services provided,
- Work with the Service Provider to ensure that the services provided meet the Client's needs,
- Treat the Service Provider with courtesy and respect,
- Talk to the Service Provider about any problems with the services being provided,
- Tell the Service Provider if there is a change to the NDIS plan that is the basis for this agreement,
- Let the Service Provider know if any contact details set out in this agreement change and
- Give the Service Provider the notice required (see below) to end this agreement.

Changing this Agreement

If the Client and Service Provider want to change this agreement, they must make any changes they have talked about and agreed to in writing. The written changes should be dated and signed by the Client and Service Provider.

Ending this Agreement

This agreement will end when the agreed services have been delivered, when the plan reaches an end date, or, one or both parties wish to terminate this agreement. Each party agrees to give 14 days notice to the other in the event of termination. If the Client or the Service Provider seriously breaches this agreement, that notice period will not be required.

Contact Details

The Client can be contacted on:

Mobile	
Phone	
Email	
Alternate Contact Person – Mobile	
Alternate Contact Person – Email	

The Service Provider can be contacted on:

Mobile	0416 087 618
Phone	As above
Email	matt@icondrive.com.au
Alternate Contact Email	info@icondrive.com.au

Table of Services

Support Type	No# of Lessons	Price per Lesson	By Whom
Specialised Driver Training		\$	Matt McPhee

NDIS Supports:

Is your NDIS plan in effect: Y N (Please Circle)
Is this support reasonable and necessary: Y N

Special Conditions

Cancellations	- 24 Hours notice of cancellation to be provided
Travel Time	- N/A
Rescheduling Lessons	- Lessons will be rescheduled by agreement
Non-Payment	- Lessons will be suspended until payments are up to date

Agreement Signatures

The Client and the Service Provider agree to the terms set out above.

☒ ☐ Signature of Client:

Date: ____/____/____

☒ ☐ Signature of Nominee: (If Required)

Date: ____/____/____ I confirm that this agreement has been explained to the person receiving the services and that they agree to this:

☒ ☐ Signature on behalf of ICON Drive Services:

Date: ____/____/____

Disclaimer:

ICON Drive Services information is provided in good faith, to the best of our knowledge, and is considered to be correct at the time of communicating. ICON Drive Services will not be liable for any failure of, or delay in the execution of this service agreement if the delay or failure is:

- 1) Beyond the reasonable control of either party
- 2) A situation or circumstance that impacts the performance of any of its obligations under this agreement
- 3) Could not reasonably have been foreseen, mitigated or provided against (Eg: Mandated interruption to business)

Important Information:

Complaints

People with disability have the right to complain about the services they receive.

If you have a concern about services provided by ICON Drive Services, it is important that you talk about it and tell someone.

If you feel comfortable, we encourage you to raise your concern or complaint with us first, as this is often the best way to have your issue resolved quickly. ICON Drive Services have a complaints management and resolution system in place, which you can access at any time by contacting us directly, or by visiting our website (icondrive.com.au) and downloading a complaint form. You can also access the NDIS easy to read complaints and feedback policy.

If we are unable to resolve your concern or complaint, then you should seek further support. You may seek support from family, a friend or an independent advocate in making a complaint.

A complaint can be made to the NDIS Commission by:

- Phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.
- National Relay Service and ask for 1800 035 544.
- Completing a complaint contact form.
- Visiting the NDIS website: <https://www.ndiscommission.gov.au/about/making-complaint/making-complaint-about-provider>

The NDIS Commission can take complaints from anyone about:

- NDIS services or supports that were not provided in a safe and respectful way
- NDIS services and supports that were not delivered to an appropriate standard
- how an NDIS provider has managed a complaint about services or supports provided to an NDIS participant

Incidents

Registered NDIS providers require an incident management system to record and manage incidents that occur while providing supports or services to people with disability.

The incident management system must cover:

- Acts, omissions, events or circumstances that occur in connection with providing NDIS supports or services to a person with disability and have, or could have, caused harm to the person with disability
- Acts by a person with disability that occur in connection with providing NDIS supports or services to the person with disability and which have caused serious harm, or a risk of serious harm, to another person
- Reportable incidents that have or are alleged to have occurred in connection with providing NDIS supports or services to a person with disability

You as the participant, need to be aware that, as a registered NDIS provider, we are responsible for preventing, responding to, and managing these incidents. Additionally ICON Drive Services are obligated to report certain incidents to the NDIS, which may include incidents that are of a legal or contractual nature, and do not require consent from a participant or third party.

There is further information relating to incidents on the NDIS Commission website (www.ndiscommission.gov.au), including further detail about reportable incidents and the role of workers providing services in responding to incidents.