



## Home and Living (with Occupancy Rights) Service Agreement

### Parties

Participant Name:	Michael Reynard
Participant Number:	431234568

And

Service Provider	Support Services Perth
Address:	111 NDIS Road, PERTH 6000
NDIS Registration Status	Registered
NDIS Provider Number (where applicable):	1300 111 111
ABN:	11 111 222 222
Document Number:	N/A (provider does not wish to provide)

For

Service/s:	Supported Independent Living Assistance with Social, Economic and Community Participation
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### Background

A. The **Participant** is a person with disability who takes part in the **NDIS**. The **Participant** has a plan under the **NDIS Act** (the **Participant's Plan**). The plan includes a statement of participant supports.

B. The **Public Advocate** has been appointed by the State Administrative Tribunal of Western Australia as **Guardian** for the **Participant**, with powers and duties to make decisions in relation to services to be provided to the **Participant**.

C. The **Service Provider** represents that it has the skills, expertise and experience necessary to provide the **Services** to the **Participant**, which will be funded through the **Participant's Plan**, in accordance with the provisions of this **Service Agreement**.

D. The **Public Advocate** (as **Guardian** hereunder) wishes to engage the **Service Provider** to provide the **Services** for the **Participant** under the **Participant's plan**, and the **Service Provider** has agreed to be so engaged.

E. This **Service Agreement** sets out provisions upon which the **Service Provider** will provide the **Services** to the **Participant**.

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

## AGREED TERMS

### 1 Definitions and interpretation

#### 1.1 Definitions

In this **Service Agreement** unless expressed or implied to the contrary:

**Board and Lodgings Agreement** means the provision of meals and accommodation on a regular and continuing or indefinite basis either in a private home or other shared accommodation.

**Board or Lodgings Agreement** means the provision of meals or accommodation on a regular and continuing or indefinite basis either in a private home or other shared accommodation.

**Business Day** means Monday to Friday excluding public holidays in Western Australia.

**Commonwealth** means the Commonwealth of Australia.

**Consumer Protection Western Australia** is as set out in the Fair-Trading Act 2010 (WA).

**Dispute** means a dispute or disagreement arising under or in connection with this **Service Agreement**.

**Dwelling** means a house, flat, or other place of residence.

**End Date** means the date specified in item 2 of Schedule 1 which is either the date the plan ends, or the date the plan extension ends. Where one or more **Service Agreement Amendment Schedules** have been made, the 'Participant's Plan end date' shall be as specified in the most recent **Service Agreement Amendment Schedule**.

**Funding Period** means the specific timeframe set by the NDIA in which a portion of the **Participant's Plan** funding is made available for use.

**Guardian** means the person appointed as the **Participant's** guardian in a guardianship order made by the State Administrative Tribunal, Western Australia, namely the **Public Advocate**, or the person to whom the **Public Advocate** has delegated their powers and duties in respect of that appointment.

**Guardianship and Administration Act** means the Guardianship and Administration Act 1990 (WA).

**Health Information** means information, data and medical opinion on or about an individual's state of physical or mental health and wellbeing, including matters pertaining to disease, affliction, disability and drug or alcohol addiction.

**Home and Living** is and NDIS support category that can be included in a **Participant's Plan** to help a participant to live as independently as possible and build skills with things like household tasks and personal care.

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

**Home and Living with Occupancy Rights** means a Home and Living support (excluding **Supported Disability Accommodation**) wherein the **NDIS Service Provider** provides the **Participant** with a right to occupy a living space.

**Indexation** refers to an adjustment by the **NDIA** to **NDIS** pricing contained within the **NDIS Pricing Arrangements and Price Limits** and is informed by a combination of market data, research, public consultation and regular industry engagement.

**Law** means any requirement or rule of any statute, subordinate legislation, the common law or equity.

**Miscellaneous Services** refers to NDIS supports as defined in section 10 of the NDIS Act except for Home and Living Supports with Occupancy Rights, Support Coordination and Plan Management.

**NDIA** means the National Disability Insurance Agency, established by section 117 of the **NDIS Act**.

**NDIS** means the National Disability Insurance Scheme, being the arrangements set out in Chapter 3 of the **NDIS Act**.

**NDIS Act** means the *National Disability Insurance Scheme Act 2013*.

**NDIS Quality and Safeguards Commission** means the Commission established by section 181A of the **NDIS Act**.

**NDIS Maximum Reasonable Rent Contribution and Board Payment** means 25% of Commonwealth Disability Support Pension as well as any Commonwealth Rent Assistance entitlement and is prescribed by the NDIA in the context of **Specialist Disability Accommodation**.

**NDIS Pricing Arrangements and Price Limits** means the document of the **NDIA** that sets out the general pricing arrangements that apply to all supports in the **NDIS** and the specific arrangements that apply to individual supports.

**NDIS Registered Provider** means the Service Provider has completed and maintains all requirements of NDIS registration and is in possession of a current certificate of registration granted by the **NDIS Quality and Safeguards Commission** outlining the services the **Service Provider** is registered to provide, the period of registration, and any conditions the **Service Provider** must follow to keep registration.

**NDIS Support Catalogue** means the document of the **NDIA** that provides information on the current price limits for each support item and indicates for each price-limited support item the claim types that can be used.

**Notifiable Data Breaches Scheme** is a national scheme run by the Office of the Australian Information Commissioner (OAIC), requiring any organisation or agency covered by the *Privacy Act 1988*, to notify affected individuals and the OAIC when a data breach is likely to result in harm to an individual whose personal information is involved.

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

**Participant** means a person with a disability who is a participant in the **NDIS** and has a right to have plan under the **NDIS Act** (the **Participant's Plan**) which includes a statement of participant supports.

**Participant's Plan** means the **Participant's** plan that is in effect under section 37 of the **NDIS Act** from time to time during the **Term** of the **Service Agreement**.

**Personal Information** means personal information within the definition of the Privacy Act 1988 (Cth).

**Plan Extension** is an automatic extension of the existing **NDIS Plan** by the **NDIA** if the new **NDIS Plan** hasn't been finalised prior to the current **Plan End Date**.

**Plan Management** is when a participant chooses to use a plan management provider to manage their **NDIS** funds which involves receiving funds from the **NDIA** and disbursing these funds on behalf of the participant to providers of other services received.

**Public Advocate** means the person appointed as the Public Advocate, being the office continued in existence by section 91 of the Guardianship and Administration Act 1990 (WA).

**Service Agreement** means this agreement between the **Participant** and the **Service Provider** and includes its Schedules including any **Service Agreement Amendment Schedules** and any documents incorporated by reference.

**Service Agreement Amendment Schedule** means a documented change to this **Service Agreement**. Clause 8.1.2 explains the requirements in that regard.

**Service Provider** means the person or organisation engaged to provide **Home and Living Services** to the **Participant** in accordance with this **Service Agreement**.

**Services** means the services set out in Schedule 2 and, where one or more **Service Agreement Amendment Schedules** have been made during the **Term** of the **Service Agreement**, the services set out in those **Service Agreement Amendment Schedules**.

**Specialist Disability Accommodation** refers to accommodation for participants who require specialist housing solutions to assist with the delivery of supports that cater for their extreme functional impairment and/or very high support needs.

**Start Date** means the date specified in item 1 of Schedule 1 which is either the date the plan commences, or the plan extension commences. Where one or more **Service Agreement Amendment Schedules** have been made, the 'Participant's Plan start date' shall be as specified in the most recent **Service Agreement Amendment Schedule**.

**Support Coordination** is a **NDIS** support designed to assist the **Participant** to implement their plan according to their wishes and budgets, build the **Participant's** personal capacity and connect the **Participant to NDIS Service Providers, community, mainstream and other government services**.

**Support Coordinator** means the person or organisation engaged to provide support coordination services to the **Participant**, which includes assisting the **Participant** to implement the **Participant's Plan**, building the **Participant's** capacity and connecting the

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

**Participant** to NDIS service providers and community, mainstream and other government services.

**Supported Accommodation Services** includes drop-in daily supports and **Home and Living** support.

**Supported Independent Living** is a type of support to help you live in your home and build independence. It includes help or supervision with daily tasks, like personal care or cooking meals.

**Term** means the term of this **Service Agreement**, as determined under clause 2. **Terms and Conditions** are a legal agreement between the **Service Provider** and the **Participant** that outline the rules of use.

**Terms and Conditions** means the Service Provider's Terms and Conditions for the provision of goods and/or services to the **Participant** by the **Service Provider**. To remove any doubt, the Terms and Conditions are not this Service Agreement but are separate to this Service Agreement.

## 1.2 Interpretation

1.2.1 This **Service Agreement** is to be construed in accordance with the Laws of Western Australia.

1.2.2 In this **Service Agreement**, except where the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to:
  - (i) a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this **Service Agreement** all of which are deemed part of this **Service Agreement** and must be complied with;
  - (ii) a person includes the legal personal representatives, successors and permitted assigns of that person;
  - (iii) any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body;
  - (iv) a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (v) this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- (d) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this **Service Agreement**; and
- (e) where the expression including or includes is used it means 'including but not limited to' or 'including without limitation'.

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

## 2. Term

### 2.1 Term of Service Agreement

This **Service Agreement** commences on the **Start Date** or the date on which the **Service Provider** was engaged to provide the **Services**, whichever is later, and continues for the period until the **End Date**, unless terminated earlier in accordance with clause 7.

## 3. Acknowledgements, Warranties and Responsibilities

### 3.1 Acknowledgements

The parties acknowledge and agree:

3.1.1 the **Participant** is a person with a disability and, in providing the **Services**, the **Service Provider** will have regard to the human rights of the **Participant** as set out in the United Nations Convention on the Rights of Persons with Disabilities;

3.1.2 the **Guardian** signs this **Service Agreement** on behalf of the **Participant** pursuant to powers vested in the **Guardian** in accordance with the **Guardianship and Administration Act**;

3.1.3 the **Guardian** may exercise all of the rights and powers of the **Participant** on behalf of the **Participant** in accordance with the **Guardianship and Administration Act**;

3.1.4 this **Service Agreement** includes expectations as to how the **Guardian** will act to exercise the Participant's rights in relation to the **Services**;

3.1.5 the rights, duties and responsibilities of the **Guardian** cease upon the cessation of the **Public Advocate's** appointment as the **Participant's Guardian**;

3.1.6 this **Service Agreement** is otherwise unaffected by the cessation of the **Public Advocate's** appointment as **Guardian** unless the parties vary or terminate it in accordance with its terms;

3.1.7 a **Service Agreement Amendment Schedule** must be made in accordance with clause 8.1.2 to continue the provision of **Services** (with or without variation) beyond the **Participant's Plan** end date specified in item 2 of Schedule 1;

3.1.8 the **Guardian** may enforce this **Service Agreement** against the **Service Provider**, including if the **Service Provider** commits an actual or suspected breach of this **Service Agreement**; and

3.1.9 that, for the duration of the **Term**, the **Service Provider** will have, maintain and comply with all statutory, government and legal requirements (including licenses and status requirements as an **NDIS Registered Provider** where the **Service Provider enters into this Service Agreement** as an **NDIS Registered Provider**) and if the **Service Provider** is or becomes in breach of those obligations, it shall immediately notify the **Guardian** in writing accordingly.

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

### 3.2 Service Provider warranties

The Service Provider warrants that:

3.2.1 it has, and will continue to have, the skills, expertise and experience necessary to provide the **Services** to the **Participant** in accordance with the provisions of this **Service Agreement**;

3.2.2 prior to entering the **Start Date** and **End Date** of the **Participant's Plan** at items 1 and 2 of Schedule 1, it verified with the **Support Coordinator** the accuracy of those dates;

3.2.3 prior to entering the details of **Services** in Schedule 2, it confirmed with the **Support Coordinator** that a **Home and Living** decision has been made by the **NDIA** and there is sufficient funding available in the **Participant's Plan** for the total cost for all **Services** listed in Schedule 2;

3.2.4 it will only charge the Participant according to the applicable funding periods prescribed by the **NDIA** for the provision of Services listed in Schedule 2 or in any **Service Agreement Amendment Schedule** made during the Term of the **Service Agreement**;

3.2.5 regardless of the hourly rate or unit price, including notional pricing that is subject to quotation, specified for any support item in Schedule 2 or in any **Service Agreement Amendment Schedule** made during the Term of the **Service Agreement**, it will charge the **Participant** in accordance with the **NDIS Pricing Arrangements and Price Limits** and not more than the current price limit for the relevant support item specified in the current **NDIS Support Catalogue** (as updated or replaced by the NDIA from time to time), or charge the quoted price as agreed by the **Guardian** and/or the **NDIA**; and

3.2.6 it will, where an NDIS service that is a subject of this **Service Agreement** involves occupancy of a **Dwelling** that is controlled by the **Service Provider**, acting reasonably and in good faith, negotiate and enter into with the **Participant** or, if and when appointed, the **Administrator**, a **Board or Lodgings Agreement**, or a **Board and Lodgings Agreement**, that accords with all **Legal** requirements and aligns with the **NDIS Maximum Reasonable Rent Contribution and Board Payment**, as and when required and appropriate.

### 3.3 Service Provider's responsibilities

The Service Provider agrees to:

3.3.1 provide the **Participant** with information concerning the provision of the Services in formats best understood by the **Participant**;

3.3.2 consult with the **Participant** to the extent possible about how the **Service Provider** will provide the **Services**;

3.3.3 (where the **Service Provider** is registered with the **NDIS Quality and Safeguards Commission** and is required by the **NDIS Practice Standards and Quality Indicators** to provide business specific information about how **Service Provider** will meet requirements), include such information in the **Service Provider's Terms and Conditions** for **Participants** represented by the **Public Advocate**. These requirements may include, but are not limited to, information about how the **Service Provider** will provide continuity of supports and responsive service provision;

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

3.3.4 within 30 days of the signing of this **Service Agreement**, and thereafter every time there is a change to the **Terms and Conditions** on the part of the **Service Provider**, provide the **Participant** and **Guardian** with a copy of its **Terms and Conditions**, in language the **Participant** is most likely to understand; the above can be achieved by providing an annexure to this **Service Agreement** or providing a link to the **Service Provider's Terms and Conditions** for **Participants** represented by the **Public Advocate** available on the **Service Provider's website**;

3.3.5 (where the **NDIS Pricing Arrangements and Price Limits** require that the **Service Provider** negotiate with the **Participant**, including but not limited to agreed chargeable kilometers) provide fair and reasonable **Participant** specific terms (which terms are Lawful, fair and reasonable) as agreed with the **Guardian** in an annexure to this **Service Agreement**;

3.3.5A ensure that the **Terms and Conditions** do not render the **Participant** or the **Guardian** responsible for payment of any overspend of the **Participant's NDIS** funds as set out in the **NDIS Plan**;

3.3.5B ensure that the **Terms and Conditions** are and remain Lawful, fair and reasonable;

3.3.6 keep the **Guardian** informed of any changes to the **Participant's** situation known to the **Service Provider** that may impact on the provision of the **Services** or the **Participant's** support needs;

3.3.7 treat the **Participant** and the **Guardian** with courtesy and respect at all times;

3.3.8 communicate openly and honestly with the **Participant** and the **Guardian** in a timely manner;

3.3.9 listen to the **Participant's** and the **Guardian's** feedback and work with them to resolve problems quickly;

3.3.10 deliver services to the **Participant** in such a way as to give effect to the personal and lifestyle decisions made by the **Guardian** on behalf of the **Participant**;

3.3.11 support the **Participant** to experience a planned and coordinated transition to or from another provider when required and possible;

3.3.12 where the provider delivers **Supported Independent Living** supports to **Participants** in a **Specialist Disability Accommodation Dwellings** agree and document arrangements with the **Specialist Disability Accommodation Provider** outlining the roles and responsibilities of each party (where applicable) for the following matters:

- (a) how the **Participant's** concerns about the **Dwelling** will be communicated and addressed;
- (b) In shared living how potential conflicts involving **Participants** will be managed;
- (c) how changes to **Participant** circumstances and/or support needs will be agreed and communicated;
- (d) In shared living, how vacancies will be filled, including each **Participant's** right to have their needs, preferences and situation considered; and



Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

- (e) how behaviors of concern which may put tenancies at risk will be managed, if this is relevant for the participant,

and provide a copy to the **Guardian**;

3.3.13 submit a **Service Agreement Amendment Schedule** as required in accordance with clause 8.1.2; and

3.3.14 act in a financially responsible and prudent manner in its performance of this **Service Agreement**.

### **3.4 Performance standards**

The **Service Provider** must provide the **Services** to the **Participant** and in doing so, must perform the **Services**:

3.4.1 for the purposes of achieving the goals as provided by the **Guardian** or **Support Coordinator**, and in compliance with, the **Participant's Plan**;

3.4.2 in a courteous and respectful manner, Lawfully, and with due skill, diligence, care and consistent with the highest professional and industry standards;

3.4.3 in accordance with this **Service Agreement**, all applicable Laws and any reasonable request of the **Guardian** from time to time; and

3.4.4 in accordance with the **Participant's NDIS Plan** and the **Service Provider's Terms and Conditions**, but in the event of conflict between those **Terms and Conditions** and this **Service Agreement**, the former shall prevail over the latter to the extent of the conflict (provided that, first, those Terms and Conditions are Lawful, fair and reasonable, and, second, that silence shall neither amount to nor form the basis of conflict).

3.4.4A The conflict and precedence provisions of clause 3.4.4 do not apply if and to the extent that the **Terms and Conditions** are contrary to clauses 3.2, 3.3, 3.4.1, 3.4.2, 3.4.3 and 3.7 of this **Service Agreement**.

### **3.5 Guardian's responsibilities**

The **Guardian** agrees to:

3.5.1 do all things reasonable to cooperate with the **Service Provider** in order for the **Service Provider** to provide the **Services** to meet the **Participant's** needs;

3.5.2 take reasonable steps to work with the **Service Provider** to action administrative tasks in a timely manner;

3.5.3 keep the **Service Provider** informed of any changes to the **Participant's** situation known to the **Guardian** that may impact on the provision of the **Services**; and

3.5.4 provide feedback as needed regarding the **Services** to the **Service Provider** from time to time.

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

### 3.6 Privacy

The Service Provider must:

3.6.1 protect the **Participant's** privacy and collect, use, disclose and otherwise handle Personal Information and Health Information collected by or on behalf of the Service Provider in connection with the Services or this **Service Agreement** only for the purpose of performing its obligations under this **Service Agreement** and only in compliance with all relevant **Laws including** the Privacy Act 1988 (Cth), and the NDIS Act 2013;

3.6.2 promptly notify, in accordance with the **Notifiable Data Breaches Scheme**, the **Participant** and **Guardian** in writing of any actual or suspected breach of its obligations under clause 3.6.1;

3.6.3 within 30 days of the signing of this **Service Agreement**, and thereafter every time there is policy or procedures change on the part of the **Service Provider**, provide the **Participant** and **Guardian** with a copy of its privacy policies and procedures, in language the **Participant** is most likely to understand; the above can be achieved by providing a link to the **Service Provider's** privacy, policies and procedures available on the **Service Provider's website**; and

3.6.4 inform the **Participant** and **Guardian** of how their information is stored and used, and when and how the **Participant** can access or correct their information and withdraw or amend their prior consent.

### 3.7 Indemnity

The **Service Provider** shall indemnify each of the **Guardian** and the **Participant**, (each, an **Indemnatee**) from and against all loss, damage, liability, costs, expenses, claims and lawsuits suffered or incurred by, or brought against, an Indemnatee to the extent caused or contributed to by the **Service Provider's** breach of this **Service Agreement** or any other wrongful or unlawful act or omission by or on the part of the **Service Provider**.

## 4. Insurance

**4.1** The **Service Provider** warrants that, during the **Term** and for the period after the **Term** as set out in item 4 of Schedule 1, it will maintain adequate levels of insurance and will seek professional advice as the type and amount of insurance that is necessary.

**4.2** To meet the requirements of 4.1 the **Service Provider** will obtain Public Liability Insurance and Professional Indemnity Insurance that meets the minimum level of cover that is commensurate to the scope of the **Service Provider**.

**4.3** The **Service Provider** warrants that it has sought and considered the appropriate professional advice in relation to its insurance requirements and needs, in the light of all relevant factors, including this **Service Agreement** and its rights and obligations hereunder.

**4.4** On request, the **Service Provider** must provide the **Guardian** with evidence of its compliance with clause 4.1 and 4.2.

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

**4.5** The **Service Provider** must not commit any act or omission, or allow any act or omission to be committed, which would cancel or lessen the **Service Provider's** rights under any of the above insurance policies.

## 5. Complaints and Dispute resolution

**5.1** The parties must attempt to resolve all complaints and disputes under this clause 5 before starting any court proceedings, other than court proceedings for interlocutory, injunctive or declaratory relief.

**5.2** The **Service Provider** must inform the **Participant and Guardian** of its complaints and dispute handling processes, including avenues external to the **Service Provider**, and their right to access advocates. The parties agree to use these processes to try to resolve any complaint or dispute.

**5.3** If, following the processes in good faith, the parties have not resolved the complaint or dispute, the **Participant or Guardian** may refer the complaint or dispute to the **NDIS Quality & Safeguards Commission, Department of Mines, Industry, Regulation and Safety (Consumer Protection WA)** for determination or resolution.

**5.4** Despite the existence of a complaint or dispute, the parties must continue to perform their obligations under this **Service Agreement**. There is a supportive environment for any person who provides feedback and/or makes a complaint.

**5.5** Nothing in the preceding provisions of this clause 5 shall reduce or otherwise affect a party's rights under clause 7.

## 6 Community Emergency Event or Disaster

**6.1** The **Service Provider** will have business continuity processes to ensure they can continue to provide **Services** in the event of a community emergency event or disaster.

**6.2** The **Service Provider** may include details of their business continuity plan in their **Terms and Conditions** as provided for in 3.3.3 and 3.3.4 of this **Service Agreement**.

## 7. Termination

### 7.1 Termination for convenience

The **Guardian** may terminate this **Service Agreement** at any time without cause and without needing to provide reasons by giving the Service Provider 30 days' notice or sooner if the **Guardian** decides that circumstances warrant.

### 7.2 Termination by the Participant

The **Guardian** may terminate this **Service Agreement** immediately by notice to the **Service Provider** if:

7.2.1 the **Service Provider** commits a breach of this **Service Agreement** which, in the opinion of the **Guardian**, cannot be remedied or amounts to a repudiation of this Service Agreement by the **Service Provider**;

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

7.2.2 (subject to clause 7.2.1) the **Service Provider** commits a breach of this **Service Agreement** and the **Service Provider**:

(a) fails to commence action to remedy the breach within 3 Business Day after the **Guardian** has served notice requiring it to do so: or

(b) having commenced action to remedy the breach, fails to complete that action as soon as possible and in any event, within 14 Business Days of the **Guardian's** notice; or

7.2.3 in the opinion of the **Guardian**, continuation of the **Services** would pose a risk to the **Participant's** safety or personal, mental or social wellbeing.

### **7.3 Termination by Service Provider**

The **Service Provider** may terminate this **Service Agreement** at any time by giving the **Guardian** 14 days' notice for all services other than **Supported Accommodation Services** where 30 days' notice is required.

### **7.4 Termination as a consequence of changes to the Participant's Plan**

This Service Agreement will terminate where funding within the **Participant's Plan** for the **Services** agreed to under this **Service Agreement** ceases or has been exhausted and the **Guardian** and **Service Provider**, acting reasonably and in good faith and with the welfare and wellbeing of the Participant being the paramount consideration (but at no cost to the **Guardian**), cannot or do not agree a mutually satisfactory solution within a reasonable period of time.

### **7.5 Effect of termination or expiry**

Termination or expiry of this **Service Agreement** will not affect:

7.5.1 any accrued rights or remedies of either party; or

7.5.2 the operation of clauses 3.6, 1 and this clause 7.5 or any other provision which, by its nature, is intended to survive termination or expiry of this **Service Agreement**.

## **8. General**

### **8.1 Amendment**

8.1.1 During the **Term** of this **Service Agreement** the **Service Provider** or the **Guardian** may amend the information contained in item 4 of Schedule 1 by advising the other party in writing of the updated information. Such amendments should be communicated within 7 days of the change. A **Service Agreement Amendment Schedule** is not required where **Indexation** is applied to the **Participant's Plan** by the **NDIA**.

8.1.2 If during the **Term** of the **Service Agreement** the parties agree to:

(a) the **Service Provider** continuing to provide services to the **Participant** beyond the Participant's Plan end date specified in item 2 of Schedule 1 or, if a Service Agreement Amendment Schedule has previously been made, in the most recent **Service Agreement Amendment Schedule**; and/or

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

(b) alter the range and/or details of services specified in Schedule 2 or, if a **Service Agreement Amendment Schedule** has previously been made, in the most recent **Service Agreement Amendment Schedule**;

the **Service Provider** shall, after consulting with the **Support Coordinator**, provide the **Guardian** with a **Service Agreement Amendment Schedule** (in the standard form provided by the **Guardian** ) reflecting the agreed amendments (including the new Participant's Plan dates, if applicable) within 10 Business Days of the agreement. There is no limit on the number of times a new **Service Agreement Amendment Schedule** can be made during the **Term**.

8.1.3 A **Service Agreement Amendment Schedule** which includes the addition or removal of services (when compared to those services specified in Schedule 2 or, if a **Service Agreement Amendment Schedule** has previously been made, in the most recent **Service Agreement Amendment Schedule**) is taken to be made only after it has been signed by the **Guardian**. If a **Service Agreement Amendment Schedule** does not include the addition or removal of services, the **Service Agreement Amendment Schedule** is taken to be made after the **Support Coordinator** completes the appended Support Coordinator's Notation unless the **Guardian** informs the **Service Provider** in writing within 5 Business Days of the Support Coordinator's Notation that it does not agree to the **Service Agreement Amendment Schedule**, in which case the **Service Agreement Amendment Schedule** is taken not to have been made and is of no effect.

8.1.4 A **Service Agreement Amendment Schedule** replaces Schedule 2 and any earlier **Service Agreement Amendment Schedules** in respect of services to be provided to the **Participant** by the **Service Provider** within the Participant's Plan start and end dates specified in that **Service Agreement Amendment Schedule**, and must specify all services to be provided within that period.

8.1.5 Except as provided for in clause 8.1.1 or clause 8.1.2, this **Service Agreement** may only be varied or replaced by a document executed by the parties.

## **8.2 Entire understanding**

This **Service Agreement** contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this **Service Agreement** and have no effect.

## **8.3 Consents and approvals**

If the doing of any act, matter or thing under this **Service Agreement** is dependent on the consent or approval of the **Guardian** or is within the discretion of the **Guardian**, then consent or approval may be given, or the discretion exercised conditionally or unconditionally or withheld by the **Guardian** in its absolute discretion unless express provision to the contrary is made.

## **8.4 Duty to cooperate**

Each party must do everything reasonably necessary and reasonable to give full effect to this Service Agreement.

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

**8.5 Legal costs and expenses**

Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this **Service Agreement** and other documents referred to in it, unless expressly stated otherwise.

**8.6 Waiver and exercise of rights**

A right relating to this **Service Agreement** may only be waived by a written notice signed by the party waiving the right. A single or partial exercise or waiver of a right relating to this **Service Agreement** does not prevent any other exercise of that right or the exercise of any other right.

**8.7 Rights and remedies**

The rights and remedies conferred on a party by this **Service Agreement** are in addition to all other rights and remedies of that party.

**8.8 Assignment**

The **Service Provider** must not assign, novate or otherwise transfer any of its rights or obligations under this **Service Agreement** without the prior written consent of the **Guardian**.

**8.9 No relationship**

Nothing in this **Service Agreement** will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties. Nothing in this **Service Agreement** will be deemed to authorise or empower any of the parties to act as agent for or with any other party.

**8.10 Rule of construction**

In the interpretation of this **Service Agreement**, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it prepared or put forward this **Service Agreement** or any part of it.

**8.11 Counterparts**

This **Service Agreement** may be executed in any number of counterparts all of which taken together constitute one instrument.

**8.12 Notices**

Any notices required to be served by any party to the other party must be in writing and may be via email (see item 4 in Schedule 1).

**8.13 Governing law and jurisdiction**

This **Service Agreement** is governed by the laws of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of Western Australia and courts entitled to hear appeals from those courts.



Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

## SCHEDULE 1

### Service Agreement details.

**Item 1 Participant's Plan Start Date or Extension State Date**

31 / 03 / 2025 (eg date/month/yyyy)

**Item 2 Participant's Plan End Date or Extension End Date**

31 / 03 / 2026 (eg date/month/yyyy)

**Item 3 Plan Management** specify either NDIA managed, or Plan managed:

**Plan Managed**

### Notices

**Item 4**

**Participant Address:** 22 Quality Road, PERTH 6000

**Guardian details**

**Name:** Hazel Nutt (delegated guardian)

**Address:** 28, Barrack Street, PERTH 6000

**Contact:** Hazel Nutt@justice.wa.gov.au

08 9278 7300

**Service Provider:** Support Services Perth

**Service Provider Address** 111, NDIS Road, PERTH 6000

**Service Provider Contact Name** Paige Turner

**Email (Signed Service Agreements will be returned to this email)** office@supportservices.com.au

**Phone number** 0400 000 000

**Support Coordination (SC)** Purple Support Coordination

**SC Provider Address** 222 NDIS Road, PERTH 6000

**Support Coordinator Name** Charlie Brown

**Contact (email and phone)** office@purple.com.au

08 9222 2222

0400 111 111

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

## SCHEDULE 2

### Schedule of Home and Living Services

**Note:** This Schedule may be replaced by a Service Agreement Amendment Schedule made under clause 8.1.2 during the Term of this Service Agreement

Provider Notifications:

GST Exempt  
Yes

This is a supply of one or more reasonable and necessary supports specified in the statement of participant supports under section 33 (2) of the NDIS Act, set out in the Participant's NDIS Plan currently in effect under section 37 of the NDIS Act.

**Note:** All services to be provided during this Participant's Plan period must be prescribed in detail below and quote for the Plan period applicable to the **Service Provider**. Where a plan extension has been granted, please include any funds carried forward from the previous plan in allocations at Budget Item 1 and Budget Item 2 below. The participant must have a current Home and Living decision made by a NDIA Home and Living Panel that includes a Home and Living support in the plan.

### Home and Living Services

#### Budget Item 1

Support Category	Support Item Name	\$ Allocations
Home and Living	SIL	\$ 197,476
Home and Living	Irregular Support	\$ 11,758
		\$
		\$

**Total (\$)**209,234

#### Budget Item 2

Support Category	Support Item Name	\$ Allocations
Assistance with Social, Economic and Community Participation	Community Access	\$ 4,000
		\$
		\$
		\$

**Total (\$)**4,000

**TOTAL FOR ALL ITEMS: \$ 213,234**



Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

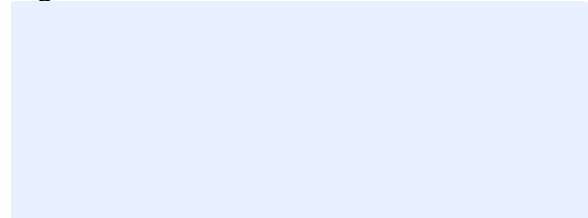
---

**SIGNING PAGE**

**Executed** by the parties as a Service Agreement

SIGNED for and on behalf of the **Service Provider (This must be signed by the Service Provider NOT the Support Coordinator)**

Signature



Name of Service Provider authorised signee

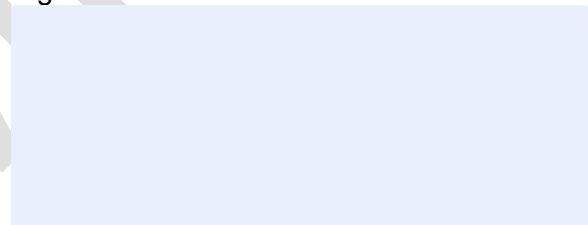
Clark Kent, Operations Manager

Date:

3 April 2025

SIGNED for and on behalf of the **Participant** by the **Guardian**

Signature



Name of Guardian signing

Hazel Nutt

Date of execution:

4 April 2025

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**The following Support Coordinator's Notation can only be completed by the Support Coordinator.**

If you are the Provider and have already completed and signed this **Service Agreement** (do not fill out the Support Coordinator's Notation). Return the **Service Agreement** to the **Support Coordinator** for completion of the Support Coordinator's notation.

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Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

**Support Coordinator's Notation**

**Note: This page is for the Support Coordinator only**

If you identified any errors or issues with the details in the Schedules, please note them in the 'Support Coordinator's Comments' field below and return to the provider to address. Otherwise, if there are no errors or issues, please complete the 'Support Coordinator's Confirmation' below, sign and provide to the **Guardian**.

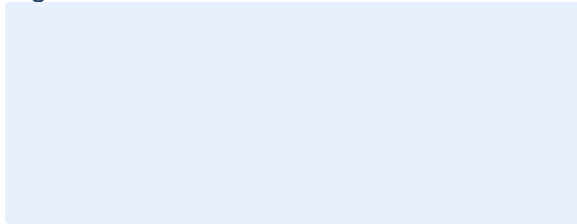
Support Coordinator's Comments (optional)

Supports align with plan goals and budgets.

Support Coordinator's Confirmation

Ready for guardian to sign.

Signature



Name of Support Coordinator signing

Charlie Brown

Date

03 / 04 / 2025 (eg date/month/yyyy)

Office of the Public Advocate  
Home and Living (with Occupancy Rights) Service Agreement

**Appendix 1: Schedule of Supports**

This is a guide and subject to the other provisions of this Service Agreement, which other provisions must be complied with.

<b>Support as identified in NDIS plan<sup>1</sup> (include Support Category and Item name)</b>	<b>Support Description (include details of how the support will be delivered)</b>	<b>Price (travel costs, other than those with a separate line item, must be deducted from maximum funding amount and service hours adjusted accordingly)</b>	<b>Payments (include Funding Periods and Plan Management Method)</b>
<b>Home and Living, SIL.</b>	Support will be delivered at a 1:2 ratio. Weekly SIL budget \$3,797.	\$197,476	Three monthly funding periods Plan Managed
<b>Home and Living, Irregular Support</b>	To assist with unplanned or unexpected situation. Not to be used as part of weekly budget.	\$11,758	N/A Plan Managed
<b>Social and Community Participation, Community Access</b>	Support to assist participant to independently access the community. Approx 3 hours per fortnight F2F support delivered on a weekday.	\$ 4000	Three monthly funding periods Plan Managed

<sup>1</sup>The following supports are not to be included in this **Service Agreement: Home and Living Supports with Occupancy Rights, Supported Disability Accommodation, Support Coordination** and **Plan Management**.