

# InFocus General Terms and Conditions

Last updated 10-10-2022

In these terms and conditions, "InFocus", "us", "we" or "our" means Xavier Children's Support Network trading as **InFocus Disability Services** (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 [enquiries@infocusdisability.org.au](mailto:enquiries@infocusdisability.org.au) or via the contact us page.

## INTRODUCTION

Thank you for choosing InFocus Disability Services. InFocus provides a personalised 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.

This agreement comes into existence once you accept these Terms by clicking the "I agree" button on our signup page.

Your agreement with us includes these terms and any additional terms 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 InFocus 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 InFocus Support Coordination.

## 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 make sure you read all notices 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

InFocus 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 attached 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 INFOCUS

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

## PRICING AND PAYMENT TERMS

InFocus reviews and updates its prices annually in line with the NDIS pricing review.

InFocus 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.

## CANCELLATION POLICY

If an appointment needs to be cancelled, or there needs to be a change to a scheduled appointment, participants are to advise InFocus by no later than Two (2) clear business days' notice.

There will not be a charge if InFocus cancels the supports. There may be a charge up to 100% of the price for cancelled appointment if the participant cancels a scheduled appointment but the participant fails to give notice as outlined above.

## 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. InFocus 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 InFocus meets the requirements of the Provider Assurance Programme in the maintenance of accurate support provision records.

## STARTING AND ENDING THIS SERVICE AGREEMENT

Your agreement with us 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 Service Agreement they must give 14 days' notice. If either party seriously breaches this Service Agreement the requirement of notice will be waived.

## EMERGENCY AND DISASTER MANAGEMENT

### Natural Disasters or Health Events

In the event of a Natural Disaster such as a wide spread Flood event, major storm or Fire or a disease outbreak we may be required to evacuate clients from impacted areas. In such circumstances, we may temporarily suspend our services until it is safe to recommence services.

Where orderly evacuations can occur, all clients will be evacuated according to the Emergency Evacuation Management Plan. In rapidly evolving events, we may need to evacuate locations, we will follow instructions from authorities or remain in place to ensure the safety of clients and/or workers where roads become unsafe for travel. We will keep you inform when this occurs.

Where we must cease a service for safety we will contact the nominated emergency contacts. Where future services are suspended, we will generally contact you through electronic messages.

When planning service with Us, please discuss with us any specific concerns about disaster planning. Any specific requirements for disaster response can be included in your support plan, for instance if you live in a known flood zone and will lose power and communications during a flood and require alternate contact points. InFocus can also assist you with access to Disaster Planning Resources, please ask Us at your planning meeting.

### Client Emergency

In the event of client emergency, we will generally contact Emergency Service to provide first response, and families will be notified immediately.

Please note, InFocus is not an emergency response service. For client emergencies, please contact the appropriate emergency Service. The following website offers up to date contacts for different agencies which can assist in emergency and disaster situations.

At <https://www.getready.qld.gov.au/during-disaster/queensland-emergency-contact-numbers>, or the following contacts,

**Lifeline** 13 11 11  
**Energex** 13 19 62  
**Poisons Health line** 13 11 26  
**Police Fire Ambulance** 000

If you need our assistance to plan for an emergency please let us know.

## FEEDBACK, COMPLAINTS AND DISPUTES

InFocus has a [feedback policy](#) which is available on the InFocus website. If the participant wishes to give InFocus any feedback, please use our feedback form at [https://www.infocusdisability.org.au/contact\\_us/feedback](https://www.infocusdisability.org.au/contact_us/feedback) or call 1800 928 437 to discuss.

If the participant is not satisfied or does not want to talk to InFocus 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](https://www.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:

- 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  
[enquiries@infocusdisability.org.au](mailto:enquiries@infocusdisability.org.au)