



Terms & Conditions for the provision of NDIS support services – Please Read Carefully.

SRS denotes Success Refund Service, being the registered business name of the service provider, and includes SRS Disability Support.

SRS Disability Support denotes the provision of disability support services by Success Refund Service. SRS Disability Support is a part of Success Refund Services.

Where the term 'client' is used, it refers either to the client personally or, if applicable, to the client's parent, carer, or guardian.

PAYMENTS.

1) The client agrees that ALL goods and services provided by SRS Disability Support that are requested, delivered, and accepted by the client are payable at the rate determined by SRS Disability Support and not exceeding the prescribed rates indicated in the current edition of the NDIS Pricing Arrangements and Price Limits at the time of the service.

SRS Disability Support undertakes never to "mark-up" the price of goods and services purchased as part of an activity and will only ever pass on the actual price charged.

All tickets or any other items purchased by SRS Disability Support for the purpose of conducting requested activities remain the property of SRS Disability Support until such time as payment for them has been received in full either from the clients NDIS funding or directly from the client, after which ownership will pass to the client.

2) The client accepts that it is the client's sole responsibility to ensure and maintain that the necessary provisions and mechanisms are in place to ensure that all accounts, invoices, or other amounts owing can be paid in an efficient and timely manner at all times.

3) Payments will normally be made primarily by invoicing the client's plan manager and being paid from the client's support funding. Where it becomes necessary to invoice the client directly, payments may be made either by direct bank transfer or by debit or credit card. Where payment is made by debit or credit card, a card-payment surcharge will be added to the fee. The surcharge will never exceed the fee charged to SRS by the transaction service provider, currently 'Square'. Current rates may be found at <https://squareup.com>

4) Due to privacy and confidentiality constraints, Success Refund Service is unable to know the status of the clients funding arrangements. Therefore, it is the sole responsibility of the client to:

- a) be aware at all times of the status of their NDIS funding,
- b) to inform SRS Disability Support if/when funding is falling to a level where payment may be jeopardised, and
- c) to cease requesting support services when funding falls to such a level that payment can no longer be assured.

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5) The client accepts and agrees that in the event that payment is NOT able to be made FOR ANY REASON WHATSOEVER from NDIS funding then:

- a) All services being provided by SRS Disability Support will immediately cease (to avoid the accumulation of an unmanageable debt) and
- b) THE CLIENT will accept full responsibility for the full payment of any and all amounts due and outstanding.

6) In the event of the client failing to pay the amounts due: after employing normal business procedures and issuing reminders and notifications etc., should it become necessary to engage a debt collection agency and/or to commence litigation and/or to engage an attorney to enforce payment of the amounts due or overdue, the client agrees to pay the debt collection agencies fees and/or the attorneys legal fees and other connected costs, or if the matter proceeds to court, the debt collection agencies fees and other such additional sum as the court may adjudge reasonable as attorney's legal fees and other connected costs in said suit. Success Refund Service reserves the right, but not the obligation, at our sole discretion, to charge interest on overdue and unpaid accounts at the rate of up to 1% per month on unpaid balances 30 days or more overdue.

CONDUCT.

7) SRS Disability Support, including its owner, agencies, employees, representatives, subsidiaries, affiliates, and agents, commit to conducting business and providing services at all times in a courteous and professional manner. SRS Disability Support expects that clients will likewise always conduct themselves in an appropriate and courteous manner. Client behaviour on activities which is in any way whatsoever unsatisfactory, inappropriate, discourteous, unmanageable, offensive, rebellious, violent, or which at any time places either themselves or any other person in a situation of danger will result in the immediate termination of that activity and the return of the client to their place of pick-up, with full payment of the activity's anticipated fees being due and payable. Such a situation may also result in the restriction, suspension, or permanent termination of services. Serious misbehaviour may result in police being called.

In the case of a minor, while on activities the minor's parent, guardian, or carer (as appropriate) shall ensure that they are contactable at all times and agrees to make themselves available to receive the client at any time should the client need to be returned home for any reason, whether ordinarily at the conclusion of an activity or unexpectedly at short notice. Failure by the minor's parent, guardian, or carer to abide by this condition may result in the restriction, suspension or permanent termination of services.

INSURANCE

8) SRS Disability Support maintains reasonable liability insurance for NDIS activities. Copies of the insurance summary, the full policy and the certificate of currency are available for download and inspection on our website <http://www.successrefundservice.com.au>

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9) It is the client's full responsibility to read the summary and to be aware of the limit of activities which may be requested, and which are covered by insurance.

10) Should the client request or choose to participate in activities which are NOT covered by insurance, and should SRS Disability Support agree to offer such activities THEN the client FULLY understands and FULLY accepts that, in the event of any accident, incident or mishap WHATSOEVER, that the client is FULLY and SOLELY responsible for the outcome of such accident, incident or mishap and FULLY agrees NOT to hold SRS Disability Support, including its owner, agencies, employees, representatives, subsidiaries, affiliates and agents, in any way whatsoever, legally, financially, or in any other way, responsible for the outcome of such accident, incident or mishap, AND AGREES that they WILL NOT undertake or pursue legal action as a consequence of such accident, incident or mishap, nor will any other person acting on their behalf.

11) A fully equipped first-aid kit is carried at all times while on activities. The client agrees that they will allow first-aid to be applied if needed and, in serious matters, that they will not attempt to prevent the calling of an ambulance. If an ambulance is called, the client agrees to accept responsibility for full cost of the ambulance service. SRS Disability Support strongly recommends that clients have appropriate ambulance cover.

LEGAL

12) Success Refund Service, including SRS Disability Support, accepts no responsibility for the accuracy, currency or completeness of any information provided via any correspondence and or communications. The accuracy or reliability of the information provided is not guaranteed or warranted in any way and Success Refund Service, including its owner, agencies, employees, representatives, subsidiaries, affiliates, and agents disclaim liability of any kind whatsoever, including & without limitation, liability for accuracy, quality, performance, or reliability for a particular purpose arising out of the information provided.

13) You (the client) agree that you understand that the scope and nature of the operations of SRS Disability Support, including its owner, agencies, employees, representatives, subsidiaries, affiliates and agents, is strictly and narrowly confined to the function of providing support services to NDIS recipients as requested. Success Refund Service, including SRS Disability Support, its owner, agencies, employees, representatives, subsidiaries, affiliates and agents, are unable to offer any professional advice concerning matters of accounting, financial management, legal matters nor any other matters. When such advice is needed, clients are strongly advised to consult their accountant, lawyer or other, appropriately qualified specialist professional. Any information obtained by clients from Success Refund Service, including its owner, agencies, employees, representatives, subsidiaries, affiliates and agents, is interpreted and used solely at the discretion of the client; and the client agrees not to hold Success Refund Service, including SRS Disability Support, including its owner, agencies, employees, representatives, subsidiaries, affiliates and agents, in any way responsible for the outcome of the use of such information.

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14) You (the client) agree that you and/or your organization* (including any person acting on your and/or your organization's* behalf) will **not**, in any way whatsoever, hold or attempt to hold Success Refund Service, including SRS Disability Support, including its owner, agencies, employees, representatives, subsidiaries, affiliates and agents, legally and/or financially liable for any act, omission, loss or injury whatsoever, however caused, under any circumstances whatsoever, in connection with the provision of this service, nor in any other matter whatsoever. (*if applicable)

15). If you are a person who is acting on the behalf of an organisation, then you agree that you have that organisations proper and lawful authority to act on their behalf.

16) Where cancellations are made by the client with less than seven days clear notice: SRS Disability Support reserves the right but not the obligation to charge a cancellation fee not exceeding the amount specified in the current edition of the NDIS Pricing Arrangements and Price Limits at the time of the appointment.

17) SRS Disability Support reserves the right, but not the obligation, at our sole discretion, to impose at any time, additional binding terms and conditions to specific cases or clients as may be required.

18) The client accepts and agrees that they will not, at any time, in any way or form whatsoever, engage in slanderous or libelous activities or act or behave in any way that would bring the name or reputation of SRS Disability Support into disrepute.

19) The client understands and accepts that in the event of their refusal and/or failure to abide by the terms and conditions of service, SRS Disability Support may, at their sole discretion, either restrict, temporarily suspend, or permanently terminate services. Serious breaches may result in police involvement and/or legal action. In the event of legal action becoming necessary, the client agrees to pay the attorneys legal fees and other connected costs, or if the matter proceeds to court, such additional sum as the court may adjudge reasonable as attorney's legal fees and other connected costs in said suit.

20) Terms & Conditions may be varied at any time by Success Refund Service (including SRS Disability Support) upon the giving of 7 days' notice in writing to the Client detailing such changes and/or 7 days from the posting of such changes on our website.

21) Acceptance of our service is automatic acceptance of **all** Success Refund Services including SRS Disability Support's terms & conditions. This includes any special conditions imposed under part (17).

Bearing the common seal stamp of Success Refund Service:

29 April 2024.



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