

# Terms and Conditions

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## Rights and Responsibilities

A shared understanding of everyone's rights and responsibilities helps us to work together and achieve the best possible outcomes.

### What can you expect of us?

- We will work with you to provide support services that best suit your needs.
- We will follow the Disability Service Standards in everything we do.
- We will communicate decisions with you about how support services are provided.
- We will always treat you with courtesy and respect.
- We will keep clear records on the support services provided to you.
- A review of your support services will be done with you.
- We will deliver support services to achieve the goals that you have asked us to work towards with you.
- We may take photographs, audio and video at events and we will ask for your consent if these are to be used.
- We will ask you for your consent if you choose to take part in research projects.
- We follow the terms and conditions of the NDIS Pricing Arrangements and Price Limits.

### You have a right to:

- Access quality care and support services that meets your needs.
- Choice and involvement in decisions that affect your care/support services.
- Be treated with respect.
- Access information about your support services.
- Confidentiality and privacy.
- Provide feedback and have problems resolved quickly.

### You have a responsibility to:

- Tell us if your needs change.
- Act in a way that helps you and others to be safe.
- Respect the dignity and rights of employees of Kirinari to their human rights, legal and workplace rights and right to a safe work environment.
- Value the privacy of others attending the same support services as you.

- Give us honest feedback to help us improve the support services we provide to you.
- If there is a medical emergency and we need to call an ambulance, you will cover the cost.
- Follow the support service cancellation policy outlined below.
- Ensure payment of all invoices for agreed support services, transport, other expenses, as outlined in the Service Agreement document detailing your supports provided.
- If you have a Plan, let us know about any changes to your Plan, which includes if your NDIS Plan or Lifetime Care and Support Plan is extended or reviewed, and any changes to your goals, the funded budget available to you, or the way that your NDIS plan is being managed.
- Let us know about any changes to your other plans. For example, Medication Plan or Behaviour Support Plan.
- If we need to drive your vehicle to support you, it must be fully registered and have comprehensive insurance. Kirinari will not be responsible for any damage caused while using your vehicle. You should tell your insurer that a Kirinari employee will be driving the vehicle.
- If you use Kirinari's internet you agree that you will not use the internet to do anything illegal.
- You understand that you are required to share with Kirinari the elements of your NDIS Plan necessary for Kirinari to be able to provide the support services, as well as report to the NDIS your progress towards achieving the goals set out in your NDIS plan.

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## **Provision of services based on changes to the NDIS Pricing Arrangements and Price Limits**

Prices listed in Kirinari Service Agreements adhere to the arrangements prescribed in the NDIS or other funder Pricing Arrangements and Price Limits. These are subject to any pricing alterations / indexations in accordance with a revised NDIS or other funder Pricing/Arrangements and Price Limits.

For information, "A supply of Services under this Service Agreement is a supply of one or more reasonable and necessary Services specified in the statement of Services included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Customer's NDIS Plan currently in effect under section 37 of the NDIS Act."

This means: 'We will provide one or more of the support services listed in your NDIS Plan.'

If the hours in your approved NDIS plan are fully utilised or expired, your Customer Engagement Team member OR Rise Training Representative will contact you to discuss other funding options, and, if needed, talk with other people to make sure that your support service is not affected.

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## **Cancellation of scheduled supports and “no-shows”**

If you are unable to attend on a scheduled day and need to cancel support services, we require notice of cancellation for that support service to be cancelled without fee. Notice is required by 9am, either two (2) OR seven (7) clear days before the support service being cancelled was scheduled to start, in order for the support service fee to be waived. If a ‘no show’ happens on a regular basis, Kirinari will talk with you about changing your agreement to better fit your needs. Please note: the exact notice period required is as per the NDIS Pricing Arrangements and Price Limits Guide and is dependent on the support service and line item used in your agreement.

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## **Short-Term Absence and Short-Notice Cancellations – Accommodation supports**

Kirinari understand that there are times when you may not be staying at your Kirinari managed property for extended periods due to hospitalisation or short-term holidays. During this time, unless you have given notice that you wish to vacate permanently, Kirinari are required to retain your position within the home. Kirinari are also required to continue to pay staff for their usuals shifts. We will work with you to minimise the costs associated with this absence, but it is acknowledged that Kirinari may continue to claim the agreed amount of funding as well as the rental component of the board and lodging to cover associated costs.

If you wish to give a short-notice cancellation (less than 28 days) from a Kirinari managed property, Kirinari may also claim the agreed funding amount for the 28-day period. If there are exceptional circumstances, Kirinari will endeavour to come to a mutual agreement though this will depend on associated costs and requirement to pay staff.

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## **Bereavement Addendum**

Under the NDIS, there is now a Bereavement Addendum for Plan Managers, Support Coordinators and those in Assistance in Shared Living Arrangements/Supported Independent Living. In the unfortunate event of you or your loved one’s passing, Kirinari will claim for support services as prescribed in the NDIS Bereavement Addendum. This is subject to changes contained within the Addendum.

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## How do you pay?

We only claim or charge for support services after they have been delivered.

### For all customers responsible for payment:

- We will either provide you with a quote, a schedule of supports or a tax invoice. How and when to pay is listed on that document.
- For Customers who pay by Direct Debit, we will notify you of any changes to your charges in line with your consent and agreement forms.
- For Housing and Supported Independent Living Customers: Please refer to the Board and Lodging and Tenancy Agreements for more information on fees and charges.

### For NDIS customers specifically:

- We will claim directly from the NDIA if you chose them to manage your Plan
- We will invoice you directly if you self-manage your Plan. How and when to pay is listed on the tax invoice.
- We will send invoices to your Plan Manager if you chose them to manage your Plan. You will need to give us their details.
- If you change Plan Manager, we require 30 days' notice of this change. You can notify us of this change by sending an email to [CET@kirinari.com.au](mailto:CET@kirinari.com.au) or by calling 1300 547 462. If your support service is with Rise Training, you can email [hello@risetrainingaustralia.com.au](mailto:hello@risetrainingaustralia.com.au)

We may put your support services on hold or cease support services if invoices are not paid. If you receive a new NDIS Plan prior to your Kirinari Service Agreement end date and you decide to not continue your support services with Kirinari, we will claim any support services provided to you under your new Plan that are delivered in this period, including relevant cancellation charges. If you receive a new NDIS Plan prior to your Kirinari Service Agreement end date, we will claim any support services provided under your new Plan and build this into your new Kirinari Service Agreement. Nothing in this agreement will change or exclude your legal rights provided under the Competition and Consumer Act 2010.

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## What will be done with your personal information

We collect, use, disclose and secure your personal information (including sensitive information) in accordance with our privacy policy which is available at [kirinari.com.au](http://kirinari.com.au). You can also email us at [compliance@kirinari.com.au](mailto:compliance@kirinari.com.au) or call 1300 547 462 and ask us to send you a copy. We may also de-identify and aggregate your information for:

- Research and evaluation
- Sharing on a de-identified and aggregated basis with our funders
- The external publication of statistical information and evaluation results. For example, the Kirinari Annual Report and external presentations

Information may be shared with other relevant service providers who are involved in you achieving your goals. This may include NDIS representatives, other government agencies and non-government agencies including healthcare practitioners, schools, insurers, legal representatives, and employees. You can choose what information to provide. If you do not provide your personal information, we may not be able to provide support services to you.

As part of the NDIS provider registration and practice, an approved NDIA quality auditor will audit our customer files for quality and compliance. You can choose to opt out of audits by calling us on 1300 547 462. When you give us your personal information, this means you are consenting to us entering and storing your personal information in our system. You can request access to your personal information and ask us to correct information that you believe to be wrong. You can ask to view your Kirinari customer file at any time. In exceptional circumstances, access to your personal information may be denied for legitimate purposes. In this case, we will give you the reasons why access was denied and possible remedies.

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## Conflict of Interest

Kirinari has a standard of conduct surrounding Conflict of Interest that ensures that all people involved in decision making and service delivery act in your best interest. Kirinari acknowledges that it is a provider of many support services under the NDIS including Support Coordination, Plan Management, Behaviour Support, Allied Health Supports, Employment Supports, Supported Independent Living, Specialised Disability Accommodation, Short Term Accommodation, Community Participation and Personal Care. Considering this, Kirinari's Conflict of Interest Policy seeks to explain Kirinari's standard of conduct to ensure that any perceived or real conflict of interest is managed accordingly.

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## Feedback, Complaints, Disputes

We value your feedback, whether it is a compliment, complaint, idea and/or suggestion about our support services. If you or your Representative wish to give feedback to Kirinari you can:

- Talk to our staff.
- Email [complaints@kirinari.com.au](mailto:complaints@kirinari.com.au)
- Fill in a submit the online feedback form on our website.
- Fill in a feedback form at any of our offices and give it to our staff.
- Phone 1300 47 462 and ask to speak to our Quality and Compliance Manager.
- If you are not happy with our response to your feedback, you can contact:
  - NDIS Quality and Safeguards Commission – 1800 035 544 or [ndiscommission.gov.au](http://ndiscommission.gov.au)
  - NSW Ombudsman – 1800 451 524 or [ombo.nsw.gov.au](http://ombo.nsw.gov.au)

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## Consent and acceptance of this agreement

Please note acceptance of these terms and conditions is via your individualised Service Agreement. Any concerns with regards to these terms and conditions, please contact [hello@kirinari.com.au](mailto:hello@kirinari.com.au) or your current Kirinari representative.