

Service Agreement

Pacify Pty Ltd

Service Agreement

Table of Contents

The Agreement	2
1. Terms	2
2. Nature of Service	2
3. Duties Outside of the Scope of Plan Management	2
4. Responsibilities of Pacify	3
5. Responsibilities of Participant	3
6. Price Limits and Exhaustion of Funding	4
7. Approval of Invoices	5
8. Communication with Providers	5
9. Fees	6
9.1 <i>Plan Management Rates</i>	6
9.2 <i>Goods and Services Tax (GST)</i>	6
10. Marketing	7
11. Feedback and Complaints	7
12. Liability	7
13. Privacy	8
14. Duration of Agreement	8
14.1 <i>Amendment to Agreement</i>	8
14.2 <i>Termination of Agreement</i>	8
Declaration	9

The Agreement

When a participant agrees to use their NDIS funding to pay for a support, they are entering into a contract with that provider. A service agreement is an agreement between the participant and the provider that explains what you are both agreeing to. It is covered by Australian Consumer Law.

This agreement is made for the purpose of Pacify providing plan management services to you. By signing this agreement, you confirm that you agree to all terms and conditions within this document.

1. Terms

- i. “NDIS” stands for the National Disability Insurance Scheme.
- ii. “NDIA” stands for the National Disability Insurance Agency; an independent statutory agency whose role is to implement the NDIS.
- iii. “Participant” refers to the NDIS participant with whom this agreement is made and their plan nominee where applicable.
- iv. A “Plan nominee” is a person who has authority to act on behalf of the participant.

2. Nature of Service

Pacify is a NDIS registered company that provides plan management services to NDIS participants. Pacify assists and supports participants with the funding in their plan by way of processing invoices, submitting claims on their behalf, paying providers and keeping them updated on the financial status of their plan.

3. Duties Outside of the Scope of Plan Management

As defined by the NDIS, the role of Plan Managers relates specifically to the financial, plan-managed funded supports of the NDIS Plan and does not extend into

supporting with day-to-day administration, management or maintenance of the entire NDIS plan.

A plan manager has different roles and functions to the plan implementation support provided by a Local Area Coordinator, Early Childhood Partner, or Support Coordinator. Your Local Area Coordinator, Early Childhood Partner, or Support Coordinator will help you understand and use your plan. They will help you to understand what supports and services you can pay for with your NDIS funding and can help connect you with providers.

A plan manager is not responsible for assisting the participant to explore and connect with providers. A plan manager is also not responsible for providing disability related advocacy services.

4. Responsibilities of Pacify

- i. Manage and monitor the participant's plan managed budgets.
- ii. Manage the participant's NDIS claims and disburse funds to providers for supports delivered.
- iii. Provide regular statements to the participant to show the financial status of their plan including notification of over or under utilisation.
- iv. Process invoices in a timely manner.
- v. Protect the privacy of the participant and their personal information.
- vi. Maintain accurate and up to date records.

5. Responsibilities of Participant

- i. Ensure the supports you purchase are reasonable and necessary as defined by the NDIA and in accordance with your NDIS plan.

- ii. Ensure that you still have active funding for any services you engage or products you purchase.
- iii. Sign and understand your own service agreements with service providers.
- iv. Notify Pacify immediately if your NDIS plan is suspended or replaced by a new NDIS plan or you stop being a participant in the NDIS.
- v. Not act in any way publicly that could harm the reputation of Pacify or any associated or interested parties.
- vi. Treat Pacify employees with courtesy and respect.
- vii. Understand that in the event of an audit, your records may be reviewed by the NDIA, a third party or legislative body.
- viii. Agree to Pacify discussing your NDIS plan with the NDIA and its delegates.
- ix. Agree to Pacify communicating with service providers on your behalf in relation to invoices.
- x. Agree to Pacify automatically renewing your plan management service following a plan reassessment or variation, unless you advise otherwise.

6. Price Limits and Exhaustion of Funding

- i. It is the participant's responsibility to ensure they engage services or purchase products within the price limits published in the current NDIS pricing arrangements and price limits document or accept to pay the difference from personal funds. Should you engage a service or make a purchase that exceeds the rates published, it will be your responsibility to pay the difference.

- ii. It is the responsibility of the participant to make arrangements to pay for any product or service purchased/used after exhaustion of their NDIS allocated funds. It is not the responsibility of Pacify to make such arrangements.

7. Approval of Invoices

Pacify recommends you check the accuracy of each invoice before they proceed to claim it for you. The default method for reviewing invoices is via their mobile app. You can let Pacify know if you prefer to review invoices by email.

Pacify asks that you try to approve or decline each invoice within 3 business days. If you haven't declined an invoice after one week, approval may be assumed and Pacify may proceed to claim.

If you ask Pacify to auto-approve your invoices, you are giving permission for invoices received for you to be claimed and paid without you being consulted.

8. Communication with Providers

It is not a responsibility of a plan manager to communicate with your providers. However, to increase efficiency and reduce your administration burden, Pacify may liaise with your providers to fix minor invoicing problems or request additional information, at their discretion. At other times, Pacify may notify you of any problems and leave you to discuss them with your provider.

Pacify will send remittance advice to providers after successful payment.

When an invoice received cannot be paid in full or part through your NDIS plan, Pacify may send notification to the provider.

If you decline to pay an invoice received, Pacify may send notification to the provider.

Occasionally, Pacify may contact a provider to confirm legitimacy of an invoice received.

9. Fees

If you elect to have your funds managed by a plan manager, the NDIA will provide specific NDIA-Managed funding in your plan to pay for the service. This will be displayed as 'Improved Life Choices' or 'Choice and Control' in your plan.

9.1 Plan Management Rates

Pacify will charge the price outlined in the NDIS pricing arrangements and price limits document for plan management. The most up to date version of this document can be found on the NDIS website.

The rate as published in the 2025-26v1.1 NDIS pricing arrangements and price limits document effective 24 November 2025 is \$104.45 per month.

Should the NDIS update this rate, the funding in your plan will be automatically updated to cover the new prices.

9.2 Goods and Services Tax (GST)

As indicated in the GST-free Supply (National Disability Insurance Scheme Supports) Determination 2017 made under subsection 177-10(5) of the A New Tax System (Goods and Services Tax) Act 1999, Management of funding for supports in a participant's plan is GST-free when the following criteria are met:

- i. The NDIS participant has an NDIS plan in effect.
- ii. The supply is of reasonable and necessary supports that are specified in the statement of supports in the participant's NDIS plan.

- iii. There is a written agreement between you and the NDIS participant (or another person).

By signing this agreement, you agree and acknowledge that these requirements are satisfied.

10. Marketing

Pacify may send you marketing material. You can notify us by email or phone call if you would prefer not to receive such material at any time.

11. Feedback and Complaints

We want to hear from you if you have any concerns or complaints. Feedback allows us to ensure we are delivering quality services in an appropriate manner and refine any areas that are in need of improvement. Participants can be assured that any complaints will be taken seriously and handled in accordance with our complaints management policy. You can request a copy of this policy from us at any time.

Our website has an easy-to-use enquiry form where feedback can be entered. You may choose to provide this feedback anonymously. This information will be sent to the relevant department for action. Feedback may also be provided by phone or by email.

Should you feel that your complaint was not resolved or consider that it is of a serious nature and needs to be reported, you can contact the NDIS Commission on 1800 035 544.

12. Liability

The participant must indemnify, and hold Pacify harmless from and against all claims and losses arising from loss, damage, expense, liability, injury to the participant, by reason of or arising out of the services supplied to the participant by Pacify within or outside of the scope of this agreement. Pacify will not accept liability for any loss,

damage, cost or expense that you may incur as a result of the use of or reliance upon material provided.

13. Privacy

Pacify takes your privacy very seriously. A copy of Pacify's Privacy Policy can be found at www.pacify.com.au. You consent to the use, transfer and disclosure of personal information by us in accordance with this policy.

14. Duration of Agreement

This agreement will commence on the date the terms are accepted and will remain in place until one or both parties notify the other of their intention to terminate the agreement.

14.1 Amendment to Agreement

If any amendments to this agreement are required, Pacify will notify you in writing. Such amendments will be deemed accepted by you unless you advise otherwise within 5 business days.

14.2 Termination of Agreement

Either party can end this agreement with a minimum of two weeks' notice. A reason does not need to be provided. If either party seriously breaches this agreement the requirement of notice will be waived.

Declaration

I have read and understood the contents of this service agreement and I agree to the terms and conditions of this document. I confirm that I have the mental capacity to understand this agreement and that by signing this agreement it becomes binding on me. If the participant's plan nominee is accepting this agreement on behalf of the participant, they confirm that they have the power and authority to do so.