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## Muddy Puddles Terms of Service

### Welcome to Muddy Puddles

Thank you for using our development programs, therapy services and other products or services ("Services"). The Services are provided by Eurobodalla Education and Therapy Services Ltd t/a Muddy Puddles ("Muddy Puddles"), located at 1a Melaleuca Crescent, Catalina, NSW 2536.

By using our Services, you or the person you are representing ("you") are agreeing to these terms. Please read them carefully.

For NDIS funded clients, a supply of Services under these Terms of Service is a supply of one or more reasonable and necessary supports specified in the Schedule of Supports, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the participant's NDIS Plan currently in effect under section 37 of the NDIS Act.

### Agreed supports and pricing

We recommend you discuss the supports you require with us, so we can develop a Schedule of Supports that clearly lists what Services you expect to receive from us and how much they will cost. If you have an Agency managed NDIS Plan or you use a Plan Manager, we will require you to sign a Service Agreement before we can provide services. It is your responsibility to ensure you can pay for the supports requested, and if you are funded by the NDIS, that you adhere to the rules governing how you can spend your support budgets.

Details of the Services and their prices are set out in a separate individualised Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the Services. Prices for most of our Services can also be found on our [website](#).

Prices for most Services are governed by the NDIS Price Guide and are subject to change as the price guide changes. In addition to direct supports, Service charges may include, but are not limited to, time spent planning the supports required, reimbursement for travel expenses incurred during support delivery, travel time for professionals when delivering support away from the Muddy Puddles Therapy Centre, reports, assessments, research and collaboration with other supports. These charges will be discussed with you when developing a Schedule of Supports.

Additional expenses not related to the support being delivered are your responsibility and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

### Our responsibilities to you

We agree to:

- review the provision of supports as required by you
- once agreed, provide supports that meet your needs
- communicate openly and honestly in a timely manner
- treat you with courtesy and respect
- consult you on decisions about how supports are provided
- give you information about managing any complaints or disagreements and details of our cancellation policy
- listen to your feedback and resolve problems quickly
- give you as much notice as possible (we aim to give minimum of 24 hours' notice) if we must change a scheduled appointment or cancel a program
- give you notice if we need to stop providing services to you (see '[Ending agreed supports](#)' below for more information)
- protect your privacy and confidential information – view our [Privacy Statement](#)
- 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 you
- issue regular invoices and statements of the supports delivered to you.

## Your responsibilities

You agree to:

- inform us about how you wish the supports to be delivered to meet your needs
- provide accurate information to ensure we are equipped to provide appropriate supports, including information about goals, behaviour support requirements, allergies, medical needs, address and contact details
- treat our team members with courtesy and respect
- talk to us if you have any concerns about the supports being provided
- give us as much notice as possible (preferably more than 2 clear business days' notice) if you cannot make a scheduled appointment; and if the required notice is not provided, our cancellation policy will apply (refer to our website)
- give us written notice if you no longer want to access our Services (see '[Ending agreed supports](#)' below for more information), and
- let us know immediately if your NDIS plan or other funding is suspended or replaced by a new NDIS plan (or other funding) or you stop being a participant in the NDIS.

Refer to our [Rights and Responsibilities Statement](#) on our website for more information.

## Payments

We will seek payment for the provision of Services after they have been delivered, unless it is agreed with you that Service fees will be paid before the Service is delivered, for example to secure your place in a program.

If you use a Plan Manager, we request the contact details for invoicing prior to using our Services. If these details change, you must update us as soon as possible with correct details via email.

We will send you (or your Plan Manager) an invoice for Services for you to pay. Payment of the invoice is expected by EFT or cash within 14 days. Electronic payments must have the invoice



number as the reference. If you have a NDIS Plan managed by NDIA, we will claim payment for the Services using the NDIS portal.

## Changes to your supports

If changes to the agreed supports or their delivery are required, the parties agree to discuss and review the Schedule of Supports. The parties agree that any changes to the Schedule of Supports will be in writing, via email if possible, or documented in a new Schedule of Supports.

## Ending agreed supports

Should either party wish to end agreed support Services they must do so in writing (email is preferable).

If either party seriously breaches this Service Agreement the requirement of notice will be waived.

## Feedback and complaints

We encourage and welcome feedback. If you are not happy with the provision of Services we encourage you to first speak to a member of the Muddy Puddles Team about it. If your concern is not resolved and you wish to make a complaint, you can contact:

Cate McMath, CEO (or another Muddy Puddles team member)

02 4472 6939 or [cate@muddypuddles.org.au](mailto:cate@muddypuddles.org.au) or [info@muddypuddles.org.au](mailto:info@muddypuddles.org.au)

Complaints and feedback can be made anonymously if preferred. Please see our [Feedback and Complaints Statement](#) on the [website](#) for more detail.

If you are not satisfied with the outcome, you can contact the NDIS Quality and Safeguards Commission: 1800 035 544 or [www.ndiscommission.gov.au](http://www.ndiscommission.gov.au).

## Cancellations

If you are unable to make it to a scheduled appointment due to unforeseen circumstances, please notify us by phone as soon as possible.

If you need to cancel an appointment, we ask you to give as much notice as possible (preferably at least 2 clear business days' notice). Short-notice cancellations (within 2 business days of an appointment) or "no shows" will be charged at 90% of the applicable rate.

Regular short-notice cancellations or "no shows" make it difficult to provide the agreed supports. Please refer to our website for information about how we deal with [Cancellations](#).

Most of our group programs rely on a minimum number of participants to go ahead. If we don't receive sufficient enrolments or we have cancellations, we may need to cancel a program at short notice. We apologise for any inconvenience this may cause you.

