Rocky Bay's Terms and Conditions Explained

This document is a summary of our most important Terms and Conditions and what they mean to you.

If you do not understand any part of the full Terms and Conditions document, please make sure you find someone, such as a guardian, advocate or one of our friendly Customer Engagement team members, to help you understand your rights and obligations.

The numbers next to each explanation below will match the numbers in the Terms and Conditions, so you can easily refer back.

NOTE: Please do not sign your service agreement if you do not understand our terms and conditions

1 Who Does What?

1.1 We Will Do

- We will provide the services we have agreed to deliver in the Agreement, in line with NDIS Service Standards
- We will not break any laws when we provide these services
- We will not drink, smoke or take drugs while we are with you or place you at risk
- You will tell us about any medications you require and how you take them
- You will not break any laws when we are providing your services and follow our instructions
- You will not drink, smoke or take drugs while we are with you or place us at risk
- You will pay your bills on time

1.2 People Who Make Decisions For Me

- You can tell us if you would like other people to make financial or other decisions for you

2 Payments

- We will automatically claim money from your funder, such as the NDIS, when we provide services
- We will send you an invoice for services if you do not have a funder or if you self-manage

2.1 Price Changes

- We can automatically take more money from your funder, such as your NDIS Plan, if they raise their prices, so long as it does not reduce your hours of service
- We will give you ten days' notice if we need to change any prices that will affect your hours of service

2.2 Unplanned Exits

- You allow Rocky Bay to claim any unplanned exit payments from your NDIS funding, this includes but is not limited to a death

3 Changing the Agreement

- If we need to change any of your services, we will talk to you and give you notice before making these changes
- If you need to change your Agreement, you will need to talk to us and work with us to find a solution

4 Cancelling Appointments

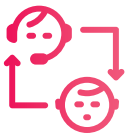
- If we need to cancel an appointment, we will do our best to find a new time that suits you
- If you need to cancel an appointment, you must give us **two clear business days' notice** or we may need to charge you for the appointment

5 Keeping Your Information Private

- We do not share your personal information with anyone without asking your permission, unless we must by law or we believe you are in danger

6 Resolving Problems

- If you are unhappy with any part of your service, you will have a Customer Support person you can contact and we will work with you to work through your concerns
- If you are still unhappy, you can take the problem to an independent person who will work with us to come to an agreement



7 Liability

- As much as the law allows, you agree not to hold Rocky Bay responsible for any damages or injuries resulting from our services or advice

7.1 Property

- Each Party is responsible for insuring their own property against loss or damage and neither Party will hold the other Party liable for any such loss or damage except where such loss or damage is caused by a malicious and deliberate act

8.1 Ending the Agreement

- Either you or Rocky Bay can end the Agreement and services by giving twenty days notice
- Rocky Bay may need to end the Agreement or services without notice if they are no longer able to be provided for any reason

8.2 Gaps in Plans and Continuity of Service

- If your current funding ends for any reason, you'll need to provide us with your new funding details (for example, a new NDIS Plan) within four weeks to continue receiving service

9 Duty of Care

- Regardless of privacy, if we think you are in danger we will report it to the most appropriate people e.g. the police or child protection

10 Getting Around – Travel and Transport

- We will charge you for any transport we provide to get you places, such as to the movies, using your funding plan wherever possible
- We will charge you for travel we undertake if we are giving you therapy away from our offices e.g. in your home

11.7 Amendments

- If we need to make any adjustments to the Terms and Conditions we will let you know and you can stop your services if you do not agree with any changes