

SERVICE AGREEMENT

PROVIDER: AMPARABLE (Trading Name/Unregistered Provider) / (Luke Girke) Service Agreement and Complaints Policy / Formerly Strong Support Solutions (Change of Name Due to Trademark Establishment/Likeness To Pre-Existing Provider)

PARTICIPANTS: for Mable (www.mable.com.au), Hireup (www.hireup.com.au), and Independent Clients

SERVICES: Providing Independent Support Work (ISW) Services, Support Coordination for Self-Managed Participants, and Psychosocial Recovery Coaching

PRIMARY CONSIDERATIONS: to NDIS-Funded and Self-Funded Participants in Recognition of Participant Choice and Control, Contractual Responsibility, Fair Pricing Principles, and Reasonable Travel Costs.

This Service Agreement, including all text, clauses, examples, policies, structures, explanations, and associated materials, is the intellectual property of Luke Girke (AMPARABLE) and is protected under the Copyright Act 1968 (Cth). No part of this document may be copied, reproduced, adapted, distributed, transmitted, uploaded, or shared, whether in whole or in part, without the express written permission of the copyright holder.

This Agreement has been uniquely drafted to reflect the Provider's professional methods, standards, legal interpretations, pricing structures, operational models, and practice-based knowledge. It constitutes original written material developed for the exclusive use of participants engaging services through AMPARABLE.

Unauthorised reproduction or use of this document, including by other providers or third parties, may constitute copyright infringement and may give rise to civil remedies.

This Service Agreement is a **living document** that may be updated periodically to reflect changes in NDIS legislation, pricing arrangements, operational requirements, safety considerations, or the Provider's professional obligations. Any amendments made to this Agreement are published promptly on the Provider's publicly accessible website (www.girke.com.au) to ensure transparency and continuous availability for Participants, their representatives, and plan managers.

A **shorthand summary** of this Agreement is also reiterated in each invoice issued through Mable or independent invoicing systems. The inclusion of this summary, together with the publicly available complete Agreement, constitutes **ongoing notice** of the current terms. By continuing to engage services and approve invoices after updates are published, Participants acknowledge and accept the revised terms as part of the binding service arrangement.

The Provider commits to ensuring that all updates remain compliant, reasonable, and clearly accessible, and encourages Participants to review the Agreement regularly to stay informed of their rights and obligations.

AMPARABLE

Core Sections of Agreement

Section One: Purpose and Scope

Defines the Agreement's overall purpose and who it applies to (Provider and Participants).

Section Two: Engagement and Acceptance of Terms

Explains how engagements via Mable and independent arrangements are formed, invoiced, and kept compliant with Mable's terms of use.

Section Three: Agreement Distribution

Specifies how the Agreement is provided (Mable, website, email, phone, in-person) and how assent may be given, including by conduct and part-performance.

Section Four: Provider Information

Lists AMPARABLE's key business details (trading name, Provider name, ABN).

Section Five: Services and Supports

Outlines the types of supports offered, alignment with NDIS goals, and the Provider's right to decline inappropriate or misrepresented tasks.

Section Six: Period of Service Agreement

Explains how regular days and times become the Participant's recurring billing cycle, including examples and treatment of non-attendance and reliance loss.

Section Seven: Support Costs and Rates

Sets general support rates, travel costs at the NDIS Contribution Rate, defines "associated costs" and non-face-to-face time, and justifies the time-based equivalent for extensive travel.

- **Section Seven: Subsection One – Charging Travel to and From Supports**
Details how the provider's travel to deliver support is calculated and justified under the NDIS travel rules.
- **Section Seven: Subsection Two – Estimation Breakdown of Weekly Vehicle Costs**
Breaks down fuel, servicing, tolls, cleaning, registration, and insurance as part of vehicle running costs.
- **Section Seven: Subsection Three – Total Estimated Weekly Running Costs**
Summarises total weekly vehicle costs and justifies charging travel at the maximum allowable rate as a flat, fair, and consistent contribution.
- **Section Seven: Subsection Four – Examples of Charging Travel to and From Supports**
References NDIS examples and confirms consistent, non-zone-based travel charging aligned with Fair Pricing and service viability.
- **Section Seven: Subsection Five – Travel Charges & Participant Acknowledgment**
Records the Participant's agreement to travel charges (per-km and/or time-based equivalent) and their necessity for service provision.
- **Section Seven: Subsection Six – Plan Manager or Self-Managed Approval**
Confirms that plan- or self-managed Participants accept responsibility for ensuring travel is claimable from their funding.

- **Section Seven: Subsection Eight – No Obligation for Extended Travel**
States the Provider is not obliged to travel beyond standard limits but may do so if excess costs are accepted.
- **Section Seven: Subsection Nine – Invoicing & Funding Transparency**
Explains invoice processing via Mable/independent platforms, limited visibility of plans, and the Participant/Plan Manager's responsibility to vet charges.
- **Section Seven: Subsection Eleven – Service Categories & Agreement Amendments on Mable**
Describes Mable's category/technical limits, the importance of setting travel and categories correctly at the start, and the assumption of assent in the absence of objection.

Section Eight: Subsection Eleven – Choice and Control in Service Engagement

Clarifies that Participants exercise choice and control by knowingly engaging a non-local provider with travel costs and confirms their right to query or terminate the arrangement.

Section Nine: Responsibilities of the Provider

Lists the Provider's obligations (communication, respect, privacy, invoicing, risk disclosure, and incident/reportable incident compliance).

Section Ten: Responsibilities of the Participant and Their Agents & Representatives

Sets out participant and representative duties (communication, safety, funds, notice, plan changes, and written instructions).

Section Eleven: Cancellation Policy

Defines notice periods, how cancellations and early departures are billed, and how after-hours cancellation receipt is interpreted.

Section Twelve: Termination of Service Agreement

Outlines termination with 14 days' notice, immediate termination for serious breach, and reliance-based charges during the notice period.

Section Thirteen: Additional Terms

Clarifies joint responsibility for costs, travel and non-face-to-face invoicing, and that these charges form part of the agreed support methodology.

Section Fourteen: Governing Law and Jurisdiction

Specifies that Victorian law applies and disputes are subject to Victorian courts.

Section Fifteen: Confidentiality

Commits both parties to privacy compliance under the Privacy Act and explains permitted use of de-identified case examples.

Section Sixteen: Dispute Resolution

Requires parties to attempt mediation or arbitration before litigation.

Section Seventeen: Liability and Indemnity

Limits the Provider's liability as permitted by law and sets out participant indemnity, excluding Provider negligence or misconduct.

Section Eighteen: Force Majeure

Excuses non-performance where events beyond the Provider's control occur.

Section Nineteen: Modifications and Amendments

Explains that the Agreement may change over time, that it is re-issued via invoices, and that invoice approval constitutes assent to current terms.

Section Twenty: Severability

Provides that invalid provisions do not affect the validity of the rest of the Agreement.

Section Twenty-One: Entire Agreement

States that this document supersedes all prior understandings.

Section Twenty-Two: Notices

Sets out how notices must be given (in writing via SMS/email), the official contact number, and confirms that verbal communication is not binding unless confirmed in writing or clearly acted upon.

Section Twenty-Three: Compliance with Laws

Requires compliance with all relevant laws and invites issues of non-compliance to be raised for rectification.

Section Twenty-Four: Signature and Acceptance

Clarifies electronic acceptance for Mable engagements and how acceptance occurs for independent engagements (signatures or invoice approval with accessible terms).

Section Twenty-Five: Failure to Comply with Service Agreement & Scheduled Times Per Contractual Agreement Will Result in Billing

Introduces the framework for billing where participants fail to meet agreed times or essential criteria.

Section Twenty-Six: Subsection Two – Short-Notice Cancellations and Participant No-Shows

Details when short-notice cancellations and no-shows may be invoiced up to 100% of the session fee, subject to NDIS rules and unfilled time.

Section Twenty-Seven: Subsection Three – Failure to Meet Essential Participant Criteria

Allows billing where sessions cannot proceed due to participant non-compliance with key obligations (safety, communication, environment), provided NDIS conditions are met.

Section Twenty-Eight: Public Holiday Rates & Session Continuity

Explains that services on public holidays are billed at NDIS public holiday rates and how cancellations are handled on those days.

Section Twenty-Nine: Lateness Inevitability

Acknowledges that lateness can occur due to duty of care, handovers, and traffic, and explains how such delays will be communicated and accommodated.

Section Thirty: No Obligation in Meet & Greet

Clarifies that meet-and-greets are informal, non-billable, and do not create any obligation for ongoing services until a formal agreement is in place.

Section Thirty-One: Conflict of Interest in Participant and Representative Decision-Making

Addresses conflicts between Participant and Representative wishes, the Provider's duty of care, and when services may be discontinued due to unsustainable disputes.

Section Thirty-Two: Three-Hour Minimum Default Support Session Duration

Sets out the default three-hour minimum session, when it may be varied, and confirms compliance with NDIS rules on minimum durations.

Section Thirty-Three: Shared or Concurrent Supports (Group or Overlapping Support Delivery/Overlapping or Tight Invoicing)

Outlines when and how shared/concurrent supports may occur, billing ratios, documentation requirements, and safeguards against double-billing.

Section Thirty-Four: Incidental / "Out of Pocket" Activity Costs

Explains when the worker's activity costs (e.g. tickets, entry fees) may be billed where necessary for the participant's community participation.

Section Thirty-Five: Leave Policy

Describes notice for Provider leave, intention to resume usual supports, optional assistance in finding temporary alternatives, and commitments to minimise disruption.

Section Thirty-Six: Psychosocial Recovery Coaching Eligibility

Outlines the Provider's eligibility to deliver and invoice for Psychosocial Recovery Coaching under the NDIS using equivalent experience, including extensive mental health ISW practice, public health research, lifestyle medicine training, and behavioural-coaching credentials.

Section Thirty-Seven Support Coordination Eligibility (Self-Managed Participants Only)

Details the Provider's authority to deliver and invoice for Support Coordination services for self-managed participants, consistent with NDIA rules permitting unregistered providers where the participant exercises Choice and Control.

Foreword & Complaints Policy

The Provider has, to the best of his knowledge, and with ongoing service provision without complaint to Tuesday, 4th November 2025 (the date of the most recent service agreement), incorporated and considered all relevant legislation into the support service provision consistent with the agreement herein. In the case of a scrutinising auditor or dissatisfied Participant, the Provider requests that any instance of non-compliance be raised directly (complaints policy) so that it may be immediately rectified, and Services can continue in alignment with the provisions set out by the NDIA and other bodies responsible for the regulation of ethical, informed, and compliant support services. AMPARABLE greatly

values feedback and will amend any legitimate concern to ensure service provisions are compliant, value-for-money, and effective.

Preamble One: AMPARABLE's Commitment to Ethical Standards & Anti-Exploitation Policy

AMPARABLE and Luke Girke are committed to maintaining ethical practices and ensuring that all Participants engage with our services in a fully informed and voluntary manner. An unavoidable dichotomous dilemma arises when operating within the NDIS: balancing respect for the individual autonomy and wishes of Participants, especially if they have a psychosocial disability, and ensuring that following their instructions does not compromise the Service Terms, their safety, or the Provider's safety, given the complexities involved. Finding the right balance between ethical compliance and business viability is challenging, which is why significant effort has been invested to ensure this document offers adequate safeguards for both the Participant and the Provider.

Suppose a Participant lacks the mental capacity or necessary understanding to comprehend the terms of this Agreement fully. In that case, AMPARABLE requires that a legally appointed guardian, nominee, or appropriate advocate be involved in the decision-making process. This often occurs without the necessary legal formalities, such as written consent or authorisation. This ensures that the Participant's rights, autonomy, and best interests are always upheld. AMPARABLE and Luke Girke strictly prohibit any form of exploitation, coercion, or undue influence in the establishment or continuation of support services. If concerns arise regarding a Participant's capacity to engage meaningfully with this Agreement, AMPARABLE and Luke Girke will take appropriate steps to seek further clarification and support to ensure informed consent.

Preamble Two: Disclaimer #1

The inclusion of the full-service agreement (available below), referenced in the shorthand version (Agreement Detail Textboxes) provided on the Mable digital platform, is legally valid, as notice of the full terms has been explicitly provided in multiple accessible formats. The agreement is linked directly within the Mable platform, referenced in the Provider's profile (Luke G's profile), and further reiterated in the agreement via a weblink directing Participants to the full terms. This ensures that all necessary terms and conditions governing the engagement are disclosed, in line with the principles of contract law requiring adequate notice and mutual consent. By providing this information upfront, the Provider has taken reasonable steps to ensure transparency and accessibility in contractual obligations.

Furthermore, Mable's Terms of Service (specifically, Mable's Disclaimer #2) explicitly state: *"By using Mable, You agree and acknowledge that any engagement for Care Services is between You and the Support Worker or Customer only, and that Mable is not a party to any such engagement and/or employment contract that may be entered into."*¹ This means that the binding agreement governing service provision is the one provided and reiterated in the text box on the Provider's business website (girke.com.au), reaffirmed in the service agreement accepted by the Participant, and visible on the Provider's Mable profile. The onus, therefore, falls on the Participant to read and familiarise themselves with the full terms before proceeding with the engagement as proceeding does constitute part-performance by the Participant in alignment with the terms and conditions work is outsourced for. By accepting

¹ See Mable's Terms of Service at: <https://mable.com.au/legal/terms/combined-terms/>

the agreement, the Participant acknowledges and agrees to these terms, reinforcing its legal enforceability.

Preamble Three: Choice and Control with Contractual Responsibility & Fair Pricing

As a sole trader delivering NDIS-aligned support services, the Provider (Luke Girke/AMPARABLE) upholds the fundamental principle of Choice and Control, as outlined in Section 4(8) of the NDIS Act 2013, which affirms participants' right to decide how, when, and by whom their supports are delivered.² However, in exercising this right, participants also enter into a mutual agreement that is governed by the principles of contractual certainty, reasonable notice, and fair business practices.³ These are equally protected under the NDIS Pricing Arrangements and Price Limits, the NDIS Code of Conduct, and broader Australian contract law.

This means that participants are always free to adjust or terminate supports, but are asked to provide clear and timely communication, including 24 hours' notice for billable cancellations and 14 days' notice for officially ending services, as per the service agreement. Once sessions are agreed upon, time is reserved exclusively for the participant. This ensures personalised, consistent support, but also limits the ability to schedule other clients during those hours. Therefore, regular cancellations or uncertainty may result in those sessions being released to other participants.

Supports are delivered with reasonable flexibility⁴, but also with the expectation of mutual respect⁵ for time, planning, travel, and professional commitments. Participants retain control over their goals, preferences, and support direction; however, the conceptual right to Choice and Control does not negate contractual responsibility. As an independent business, the Provider is accountable for providing high-quality services; likewise, the Provider asks that participants (and their representatives) honour the basic terms of engagement that enable those services to be delivered reliably and sustainably and assumes that upon commencement of services, the terms have been considered as part of contractual offer & acceptance, rather than a contemplative afterthought.

² For the purposes of this Agreement, all references to *Choice and Control* are grounded in the statutory framework of the **National Disability Insurance Scheme Act 2013 (Cth)**, including:

s 3(1)(e), which identifies as a central object of the NDIS "to enable people with disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports"; **s 4(4)**, which provides that people with disability "should be supported to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports"; **s 4(11)**, confirming the right of people with disability to be supported in making decisions that affect their own lives; **s 5(b)**, requiring providers to respect a participant's right to make decisions affecting their own life; and **s 31(c)**, which mandates that NDIS planning processes take into account the participant's right to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

³ For the purposes of this Agreement, while the National Disability Insurance Scheme Act 2013 (Cth) recognises a participant's right to *choice and control* in ss 3(1)(e), 4(4), 4(11), 5(b) and 31(c), the exercise of that right operates within the ordinary legal framework governing private agreements. Participants and providers enter into a mutual contractual relationship that is subject to principles of **contractual certainty, reasonable notice, and fair business conduct**, ensuring that participant choice is balanced with the provider's legitimate interest in managing time, travel, scheduling, and business viability. Accordingly, *choice and control* does not create an unfettered entitlement to vary, cancel, or amend services in a manner inconsistent with contractual obligations or with the requirements of fairness and reasonableness under the Australian Consumer Law.

⁴ See Lateness Inevitability Clause in Section 29.

⁵ See Participant's Obligations in Section 10.

Thus, this Agreement supports the principles of choice and control outlined in the National Disability Insurance Scheme Act 2013 (Cth), including s 4(8), which states that people with disability “have the same right as other members of Australian society to determine their own best interests, including the right to exercise choice and control, and to engage as equal partners in decisions that affect their lives.” Participants who opt to use Services do so as equal members of society and, therefore, are held to the same reasonable expectations that apply to all service agreements. This applies regardless of any psychosocial or cognitive difficulties, as the Agreement presumes that appropriate safeguards, alongside participant agency, plan management oversight, and support coordinator involvement, are the foundation for collaborative engagement between the Provider and the Participant. The NDIS Code of Conduct (2021) and the NDIS Practice Standards further strengthen participants' autonomy to select, direct, and shape their supports. Moreover, with choice and control comes the expectation of shared responsibility. By entering into this Agreement, the Participant (or their representative) acknowledges that:

- All parties must uphold the agreed terms, including service delivery expectations, payment obligations, and cancellation policies.
- Attempting to avoid contractual responsibilities, including but not limited to failing to pay for services rendered, unjustifiably cancelling supports, or engaging in conduct that mischaracterises a support worker's role as an informal or charitable service, will not be tolerated. Such characterisation fails to recognise that independent support workers are operating as a business, for business-profit, despite the nature of their work involving empathy, care, compassion, flexibility, patience, restraint and understanding(s) of varying individual circumstances.
- This Agreement is based on mutual respect and accountability. Any attempt to disregard obligations or to exploit the flexibility granted under the NDIS framework may result in service termination in accordance with the agreed terms.

Preamble Four: Fair Pricing Commitment

Per the NDIS Code of Conduct and Pricing Rules, pricing for services under this Agreement will align with the principle of fair pricing. This means there will be no significant price difference between the cost of a service for an NDIS participant and that for other customers, unless a justifiable reason applies.⁶

- Service fees reflect industry standards and are determined by expertise, market rates, and operational costs, ensuring transparent, ethical pricing; however, they are capped by law based on the service type. For example, there is an upper limit to weekday

⁶ For the purposes of this Agreement, the expectation that there will be no significant price difference between the cost of a service for an NDIS participant and that for non-NDIS customers is grounded in the **NDIS Pricing Arrangements and Price Limits (NDIS Commission / NDIA)**, which require providers to charge *fair and reasonable prices* that reflect efficient market value and do not exploit a participant's funding. This principle is further supported by the **Australian Consumer Law (Competition and Consumer Act 2010 (Cth), Sch 2)**, which prohibits misleading, deceptive, or unfair pricing practices and requires consistency and transparency in service fees. Accordingly, any departure from standard market rates must be supported by a **justifiable reason**, such as additional service complexity, specialised risk, increased travel burden, or compliance requirements unique to disability support services.

support services for Community Access, Psychosocial Recovery Coaching, and Support Coordination.⁷

- No price inflation occurs due to NDIS participation. Fees charged to NDIS participants will remain fair and justifiable, consistent with the NDIS Fair Pricing Guidelines.
- The NDIS Quality and Safeguards Commission prohibits unjustified price differentiation, and providers found in breach may face penalties, including for the basis on which rates are charged for services, including travel costs.

The Participant acknowledges that, while they retain full choice and control in selecting providers, factors such as convenience, quality, and availability may influence pricing. Any concerns about pricing transparency should be raised promptly to promote open communication and resolution. Wilful disregard for the agreement and contract after services have been partly or fully delivered within the scheduled timeframe, in accordance with the minimum service period and cancellation policy, cannot be misinterpreted as a late realisation or unwillingness to meet the agreed rates.

Section One: Purpose and Scope

This Service Agreement ("Agreement") outlines the terms and conditions under which AMPARABLE [trading name] ("Provider"), directed by its primary service provider Luke Girke, will deliver support services to clients ("participants").

Section Two: Engagement and Acceptance of Terms

All clients sourced through the Mable platform will be invoiced and engaged in accordance with Mable's terms of use. Support services will only commence upon acceptance of this Agreement through the Mable platform or a formal signed declaration if engaged independently for insurance and business viability purposes. If a Participant or the Provider is found via the Mable platform, the support relationship will be invoiced entirely on the Mable platform, per Mable's terms of service. It is a breach of Mable's terms of service to engage a Participant or Provider on Mable's platform (initially meet via the web platform) and then decide to render Mable a non-party in the invoicing process.⁸

Section Three: Agreement Distribution

A copy of this Agreement will be made available to the Participant through the Mable platform, or, in the case of an independent engagement, provided via the Provider's website or supplied directly by email, phone, or in person. Acceptance of this Agreement on the

⁷ For the purposes of this Agreement, the statement that service fees reflect industry standards while also being capped by law is supported by the **NDIS Pricing Arrangements and Price Limits** (formerly the NDIS Price Guide), issued under the authority of the **National Disability Insurance Scheme Act 2013 (Cth)** and binding on all supports delivered to Agency-managed and Plan-managed participants. These legislative instruments impose **statutory maximum prices** for particular support categories, including but not limited to *Community, Social and Recreational Activities* (Support Item 04_104_0125_6_1), *Psychosocial Recovery Coaching* (Support Item 07_101_0106_6_3), and *Support Coordination* (Support Item 07_002_0106_8_3). Providers must therefore ensure that fees remain transparent, ethical, and aligned with normal market conditions while not exceeding the **legally enforceable upper limits** set by the NDIA for the relevant support type.

⁸ For the purposes of this Agreement, the requirement that all clients sourced through the Mable platform be invoiced and engaged on the Mable platform is supported by **Mable's Terms of Service**, including **clause 8.2(a)**, which expressly prohibits Members from "mak[ing] use of the Platform to recruit or subcontract any other Member for the provision of services of a similar nature to the Care Services." This clause establishes that where a Participant and Provider first connect via Mable, the resulting support relationship must remain within Mable's billing, insurance, and compliance ecosystem. Engaging each other privately, shifting invoicing off-platform, or rendering Mable a non-party to the commercial transaction after meeting through the platform constitutes a breach of the contractual obligations accepted by both parties upon using Mable. The requirement to invoice through Mable is therefore necessary to maintain compliance with the agreed terms, ensure insurance coverage, and uphold the integrity of the platform's service model.

Mable platform constitutes contractual assent; however, for independent engagements, assent may also occur by written confirmation, by electronically accessing or acknowledging the Agreement through the Provider's website, or by conduct that clearly indicates an intention to enter the support relationship. Commencement of services constitutes part-performance and binds both parties to the terms herein, regardless of whether a physical or electronic signature has been provided. Where the Participant and Provider first make contact through Mable, all invoicing and engagement must occur exclusively via the Mable platform in accordance with its Terms of Service; where the arrangement is independent, the Provider's published Terms of Service are deemed incorporated upon being made reasonably available prior to service delivery. In all cases, signatures are not required for enforceability, as the combination of assent—whether express or implied—and part-performance is sufficient to form a binding contractual relationship.

Section Four: Provider Information

- * Trading Name: AMPARABLE
- * Provider Name: Luke Girke
- * ABN: 96 776 591 245

Section Five: Services and Supports

The Provider agrees to deliver support services to the participant per the mutually agreed schedule and location, in line with the participant's NDIS goals and specific requests (choice and control). These requests must be reasonable, legal, and something that the Provider agrees to undertake (either implied or explicit) before the commencement of the support provision.

Explicitly, the Provider provides services in the following distinct categories, although many overlap: Psychosocial Recovery Coaching; Social support; Community activities and outings; Transport; Housework; Meal preparation; Shopping; Personal admin; Sports and exercise.

The Provider retains the right to reject service requests if the Provider is unwilling to perform the requested task. The Provider will rarely, for example, engage in palliative or high-needs care under the guise of community access, particularly if this was not flagged upfront or compensated at the appropriate rate indicative of the standard of care required. This, as does occur, constitutes misleading or deceptive conduct by the Participant or their representative toward the Provider and, if discussed at the time of offer and acceptance of the support arrangement, is likely to be declined before commencement.

Section Six: Period of Service Agreement

In most, but not all circumstances, the regular and recurring days and times allocated to the Participant (decided collaboratively between the Provider and Participant) will be charged to the Participant, and are established via approval of the first invoice (and subsequently superseded by further invoices) on electronic invoicing platforms, including but not limited to: Mable, Plan Partners, and Maple Plan, or in the case of independent invoicing, signified via the submission of an independent invoice to an accounts/plan manager (accepted via their automatic email receipt and/or payment).

Example 1: The participant communicates that Tuesday, 4-8 pm, is their preferred service time. The Provider agrees to service the Participant during this time window. Tuesday 4-8 pm now becomes the weekly billing cycle. The Participant is billed for one 4-hour session they

requested, accepted, and were allocated within that week, and, in some circumstances, for non-direct support tantamount to that session being delivered.⁹

In the scenario above, the Cancellation-Notice Policy now applies.

In the absence of written cancellation or adjustment, the originally agreed-upon timeslot will remain valid for billing purposes. It will continue to be invoiced indefinitely, unless the Participant or Provider explicitly confirms changes to the schedule or the termination of services. Suppose the Participant has not responded or attended support services for four consecutive weeks (a more prevalent occurrence in the domain of psychosocial recovery coaching, particularly where Participants are experiencing an acute mental health crisis). In that case, the Provider will seek written confirmation of continued services before further invoicing, but is at liberty to invoice for the four weeks given time, allocation of resources, and scheduling dedicated to that Participant, irrespective of their fluctuating presence, commitment, or willingness to engage.¹⁰ This is not an example of invoicing for supports not delivered, but invoicing for supports scheduled, time set aside, expectation loss, reliance loss, and the good-faith assumption that attendance to services continues whilst maintaining service and business viability.¹¹

Section Seven: Support Costs and Rates

Support costs and rates are:

* As advertised per Mable, if contracted via Mable and as invoiced per the first invoice (and agreed prior), if independently subcontracted.

⁹ For the purposes of this Agreement, the billing of non-direct support associated with an agreed service time is supported by the **NDIS Pricing Arrangements and Price Limits**, which recognise and permit charging for “non-face-to-face supports” where such activities are “directly related to the provision of a support item” and are necessary for planning, preparation, coordination, safety, or delivery of the scheduled service. This is consistent with the **National Disability Insurance Scheme Act 2013 (Cth)**, particularly ss 3(1)(e), 4(4), and 34, which collectively establish that supports (and the reasonable and necessary costs associated with delivering them) must facilitate the participant’s goals, uphold choice and control, and reflect ordinary business practices. Contractually, once a participant requests and accepts a recurring service window, and the Provider allocates that time exclusively to the participant, the arrangement forms part of the weekly service cycle and carries the ordinary consequences of a binding booking. Accordingly, where the Provider undertakes necessary work that is directly attributable to delivering that agreed support—such as preparation, coordination, communication, scheduling, safeguarding, or other essential non-direct tasks—the cost of those activities may be billed as they constitute part-performance directly linked to the contracted service and fall within the scope of legitimate “non-face-to-face” NDIS supports.

¹⁰ Early in the Provider’s ISW career, he was a primary carer for a methamphetamine addicted NDIS participant who was in-and-out of psychiatric wards, assisted accommodation, and jail. His guardianship had been given to his grandmother, who, in collaboration with his psychosocial recovery coach via a 3rd party company, had been called upon to assist indefinitely. As an ISW, the provider remained available due to fluctuating engagement for the Participant based on the nature of the support dynamic: official oversight from a 3rd party, request at the guardianship to continue supports, and reasonable compensatory expectations for continuing to manage the Participant in their acute stage of crisis.

¹¹ For the purposes of this Agreement, the continued invoicing of an agreed-upon timeslot in the absence of written cancellation or adjustment is supported by the **NDIS Pricing Arrangements and Price Limits**, which distinguish impermissible “billing for supports not delivered” from legitimate charging for “non-face-to-face supports” and “**provider travel, scheduling, planning, preparation and service-related administrative activities**” that are necessary and directly attributable to the provision of a scheduled support. Under these rules, a provider may legitimately bill for time **set aside, allocated, reserved, and relied upon** where that allocation is part of the contracted service cycle and where the provider has foregone alternative engagements to honour the Participant’s nominated time. This approach is consistent with the **National Disability Insurance Scheme Act 2013 (Cth)**, including ss 3(1)(e), 4(4), and 34, which affirm that supports and their associated operational requirements must reflect ordinary community and business practices, uphold reasonable expectations of both parties, and allow the provider to maintain viable service delivery. At common law, once a recurring service window is requested, accepted, and allocated, the arrangement gives rise to a **reliance interest** and a **legitimate expectation of performance**, allowing the provider to recover losses associated with time reserved, opportunity cost, and resourcing dedicated to the Participant, unless the arrangement is properly cancelled in accordance with the Agreement. In circumstances where the Participant does not attend supports for an extended period—such as during acute psychosocial episodes—the provider may invoice for the period in which the time remained reserved and unrevoked, provided efforts are made to seek clarification and written confirmation before continuing beyond a reasonable threshold. This constitutes invoicing for **scheduled supports and resource allocation**, not invoicing for “supports not delivered,” and falls within accepted contractual, ethical, and business-viability principles under the NDIS framework.

* As invoiced per the first invoice (and agreed prior) if independently subcontracted.

Travel Costs: \$0.99 per km travelled (NDIS Fair Contribution Rate Per Travel In Personal Vehicle Per Most Recent Guidelines/All Supports Will Be Delivered In Personal Vehicle That Is Personally Serviced, Managed & Paid For) for all travel.

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"Provider Travel – Non-Labour Costs If a provider incurs costs, in addition to the cost of a worker's time, when travelling to deliver Face-to-Face supports to a participant (such as road tolls, parking fees and the running costs of the vehicle), they may negotiate with the participant for them to make a reasonable contribution towards these costs. The NDIA considers that the following would be reasonable contributions: • For a vehicle owned by the provider or the worker, up to \$0.99 a kilometre; and General Claiming Rules NDIS Pricing Arrangements and Price Limits 2024-25 Version 1.2 (published 9/07/2024) Page 20 of 95 • For other forms of transport or associated costs, such as road tolls, parking, public transport fares, up to the full amount."

"Total Travel" to deliver supports and on-shift are calculated via the Personal Vehicle's Trip Metre, Google Maps, or the Waze Navigation App (or a combination of the three where one faults or consecutive KMs specific to the support are incapable of being calculated via one method), with particular routes approved by the Participant on receipt of invoice. The Provider endeavours to calculate travel as accurately as possible, with incomplete KMs being rounded to their nearest whole value. For example, a 1.9km trip to the supermarket on-session will be rounded to 2km.

Per the NDIS Pricing Arrangements and Price Limits 2024–25 (Version 1.2, page 20), the term “associated costs” includes not only tolls, parking, and public transport fares, but also extends to broader operational expenses necessary to deliver face-to-face support. These may include, but are not limited to:

- The cost of travel time when exceeding the 30-minute claimable limit,
- Vehicle depreciation, wear and tear,
- Cleaning and maintenance for hygiene compliance,
- Rental or temporary vehicle expenses during servicing, and
- Insurance and registration are required to operate a safe and roadworthy vehicle.

Where travel time exceeds NDIA’s standard allowance (i.e. 30 minutes), the Provider may, with Participant consent (express or implied by ongoing engagement), invoice a time-based equivalent to ensure fair remuneration under a reasonable interpretation of “associated costs.”

This approach is consistent with:

1. The Participant’s right to Choice and Control in selecting a non-local or higher-quality Provider,
2. The principle of Fair Pricing, and
3. The need to ensure a viable business model for sole-trader service delivery by utilising the NDIS Contribution Rate & a consistently approved interpretation of “associated costs” and “non-labour costs”.

The Participant, by engaging the Provider and continuing service after being advised of travel charges, accepts and authorises this interpretation of “associated costs” and agrees it aligns with the principles of transparency, fairness, and mutual sustainability.

For the purposes of this Agreement, where service delivery requires travel more than the NDIA’s standard 30-minute labour allowance, and where such excess travel time is necessary to deliver the scheduled support, the Provider may calculate a **time-based equivalent** using the **NDIS Fair Contribution Rate** as the basis for remuneration. This approach remains consistent with the **NDIS Pricing Arrangements and Price Limits 2024–25**, which permit charging for “associated costs” and “non-labour costs” up to \$0.99 per kilometre for an owned personal vehicle, as well as the invoicing of **non-face-to-face supports** where such activities are directly tied to delivering the support item. Because excess travel is both (1) a **necessary operational function** of delivering the face-to-face support, and (2) an activity that falls within the NDIA-recognised scope of **non-face-to-face time required to deliver the support**, the Provider is legally entitled to invoice for the full travel requirement through *two distinct but overlapping mechanisms*—the “associated costs” provision and the “non-face-to-face supports” provision. Interpreting excessive travel time as part of the “time required to deliver supports” ensures that remuneration remains within price limits when converted to an hourly equivalent and accords with the principles of **Fair Pricing, Choice and Control** (including the Participant’s right to select a non-local or preferred Provider), and the commercial necessity of maintaining a viable sole-trader service model. By continuing to engage the Provider after being informed of travel charges, the Participant authorises this method as a transparent, reasonable, and NDIA-compliant interpretation of “associated costs” and “non-face-to-face support time” required for lawful service delivery.

Section Seven: Subsection One: Charging Travel to and From Supports

Per the NDIS Pricing Arrangements and Price Limits 2024-25, the Provider may claim reasonable travel costs incurred when delivering face-to-face supports. This includes travel to and from the support location, as permitted under the Provider Travel – Non-Labour Costs provisions. The NDIA allows providers to claim up to \$0.99 per kilometre for the use of a private vehicle when delivering supports, in addition to other reasonable transport-related expenses such as road tolls and parking fees. These charges are applied consistently across all participants and are necessary to ensure the viability of delivering community-based supports across different locations.

To ensure transparency regarding travel-related expenses, the Provider has calculated the reasonable running costs associated with delivering community-based support. Given the weekly travel distance of approximately 500–700 kilometres, fuel costs alone can range between \$125 and \$175, with a 50-litre fuel tank costing up to \$100 and only providing 400 kilometres of city driving. Additionally, to maintain vehicle longevity and reliability, the vehicle requires servicing every 10,000 kilometres at an estimated cost of \$1,000, equating to a weekly servicing expense of \$50–\$71. Road tolls vary based on travel routes and can add \$50–\$100 per week.

Further expenses arise when the vehicle undergoes routine servicing, as sourcing a temporary replacement vehicle is not provided free of charge. Depending on availability and duration, rental costs can range from \$50 to \$100 per day, with a routine service typically requiring at least one day, equating to an additional weekly cost of approximately \$10–\$20 when factored across servicing intervals.

Moreover, to maintain hygiene standards, especially for clients with high needs, autoimmune conditions, or other hygiene-related concerns, the vehicle undergoes routine cleaning at least fortnightly or more frequently if necessary. Professional cleaning services range from \$50 to \$100 per session, resulting in a weekly cleaning cost of approximately \$25–\$50.

In addition to these operational expenses, annual vehicle registration and insurance must also be factored into the cost of maintaining a roadworthy and legally compliant vehicle. Registration fees can vary but typically range between \$800 and \$1,200 per year, equating to an estimated weekly cost of \$15–\$23. Comprehensive vehicle insurance, essential to protect against potential damages or accidents incurred while travelling for service delivery, generally costs \$1,500 to \$2,500 per year, adding an approximate weekly expense of \$29–\$48.

Considering these additional expenses, the adjusted weekly vehicle running costs range from \$304 to \$487. Although explicitly outlining the fees associated with vehicle operation, the travel cost also adds a respectable buffer to account for the time and additional expenses incurred when travelling to deliver face-to-face support under the guise of “associated costs” and supports that are not face-to-face but are necessary to provide face-to-face support. Furthermore, it ensures sufficient financial remuneration should the vehicle require urgent repairs or, in cases of significant wear and tear, must be replaced.

These costs align with the allowable travel charges under the NDIS Pricing Arrangements and Price Limits 2024-25, which permit providers to claim up to \$0.99 per kilometre for private vehicle use and reasonable toll and parking expenses. This ensures the ongoing sustainability and reliability of transport-related services while maintaining compliance with NDIS pricing guidelines.

Section Seven: Subsection Two: Estimation Breakdown of Weekly Vehicle Costs

- Fuel Costs: \$125–\$175 (based on 500–700 km per week, with a 50-litre tank costing up to \$100 and providing 400 km of city driving)
- Servicing Costs: \$50–\$71 (factoring in \$1,000 servicing every 10,000 km)
- Toll Costs: \$50–\$100 (varies based on travel routes)
- Replacement Vehicle During Servicing: \$10–\$20 (based on rental costs spread across servicing intervals)
- Routine Vehicle Cleaning: \$25–\$50 (fortnightly cleaning at \$50–\$100 per session)
- Vehicle Registration: \$15–\$23 (based on \$800–\$1,200 annual registration costs)
- Comprehensive Insurance: \$29–\$48 (based on \$1,500–\$2,500 yearly insurance costs)

Section Seven: Subsection Three: Total Estimated Weekly Running Costs: \$304–\$487 for Already Paid For & Personally Owned Vehicle / Not A New Vehicle [Subject To Change with New Vehicle] *

Given that vehicle running costs can reach up to \$487 per week, solely due to the demands of face-to-face support, travel will be charged at the maximum allowable rate under the NDIS Pricing Arrangements to ensure the ongoing viability of the service and is “negotiated” as a flat rate per the notice of this service agreement (directly in-person or indirectly by viewability on the Provider’s website and associated platforms). This approach ensures that the cost, effort, and time required for extensive travel in a private vehicle are appropriately compensated but not differentiated between Participants (fair price principle). While the travel costs invoiced at the maximum rate may not always directly reflect the precise “real cost” incurred, they are applied consistently across all participants. This consistency is essential to maintaining service continuity for existing and future participants, given the significant distances travelled and associated expenses. By structuring travel charges, the Provider can continue delivering reliable, high-quality, community-based support while accounting for travel’s financial and logistical demands.

Travel distances are calculated using reliable tracking methods, including Google Maps, the vehicle’s trip metre, or the Waze Navigation App, ensuring transparency and accuracy. When a single process is insufficient for calculating consecutive kilometres, a combination of these tools may be used. Travel is rounded to the nearest kilometre for consistency, and the total distance may be detailed in the invoice. All charges are applied in accordance with the service agreement and must be approved by the participant before claiming.

Whilst the Provider may travel directly from one participant to another if scheduling permits, the travel is calculated as a return to the Provider's place of business (as an independent sole-trader) as a default (Park Road, Middle Park, Melbourne, Victoria, Australia 3206). It is often the case that the Provider provides support to a single Participant in a 'closed loop'. This approach ensures that the total travel cost to deliver face-to-face support is lower for the participant, as they are not charged for the additional kilometres required to service multiple clients in different locations. At the same time, this method aligns with NDIS guidelines by ensuring the Provider is fairly reimbursed for necessary travel expenses while maintaining transparency, fairness, and sustainability in service delivery. Fluctuations in scheduling would mean that a Participant is unable to effectively budget their funding with the Provider once a routine support delivery frequency has been established. If travel were not charged as a closed loop, it would provide less certainty in determining the likely cost of a particular support on any given day, for any given timeslot, with any given set of activities requiring transport.

Section Seven: Subsection Four

See Examples of Charging Travel to and From Supports

(Page 21 of 97 of the NDIS Pricing Arrangements and Price Limits 2024-25 Version 1.3 (published 1/10/2024))

- **Travel Costs Will Be Reimbursed Irrespective of Zone*
- **Onus Remains on Participant & Their Agents to Ensure Joint Compliance & Appropriate Reimbursement from Plan or Private Reimbursement for those claims deemed unredeemable according to PAPL restrictions.*
- **Charges Are Consistent Across-The-Board, irrespective of whether NDIS-funded or Not*

- **Agreement Is Accepted and Pre-Authorised by the Mable Account Manager for the Participant At the Time of Acceptance and/or Reiterated with Each Invoice for Independent Arrangements*

Despite the NDIS guidelines discussing MM1–MM5 zones from page 20 onwards, the Provider's experience indicates that nearly all Melbourne metropolitan clients are within a 30-minute travel window, particularly when freeway access is utilised. Further, Mable facilitates the inclusion of a default travel charge at the commencement of the agreement, ensuring clarity and predictability for both parties. Given this arrangement, occasional traffic fluctuations or travel times exceeding 30 minutes do not preclude the Provider from claiming travel costs for these reasons and the mechanisms, as mentioned above, of “associated costs” and input required for delivering face-to-face supports (which are also billable). All travel costs have been claimed since the commencement of use of Mable, thereby enlivening the Fair Price Principle (consistent charging for the same service across all participants, devoid of price differentiation for the same service). The inability to charge for travel in such instances would neither align with the initial agreement, structured on reasonable and foreseeable conditions, nor be economically sustainable for a sole trader. The Provider must account for time, fuel, and vehicle expenses, as these costs, without travel reimbursement, would impose undue financial strain and compromise service viability. Furthermore, under the Fair Pricing Principle, the rates offered are consistent across the board, ensuring that NDIS-funded participants and those without NDIS funding are charged in the same way, in line with fairness and administrative efficiency as well as upholding the Participants’ choice and control, irrespective of whether they could receive supports at a cheaper net rate via a Provider operating within closer proximity of their home address and/or service location of choice given their willingness to engage AMPARABLE/Luke Girke as a provider.

Where travel exceeds the allowable claimable limit of 30 minutes, the Provider will provide services by invoicing the travel time component as a converted duration-based charge (a labour charge). This conversion is calculated at the same rate as it would be if travel were beyond 30 minutes, otherwise allowable. For example, where 100 km is travelled at \$0.99 per km (NDIS Contribution Rate), the total amount can be divided by the designated hourly rate to determine an equivalent time-based charge. Further, since beginning support work via the Mable platform, Mable has included a KM criterion with no option to distinguish between zones. This ensures that all travel is consistently processed based on time rather than distance, as needed, primarily when Mable does not provide a dedicated travel criterion. In cases of independent invoicing, this methodology will serve as the primary approach for travel reimbursement calculations. This methodology is flagged in this support service agreement (the terms of engagement), is reiterated on Luke G's Mable Profile in his bio description, work experience description, included in agreements lodged on Mable, and is also raised when negotiating initial agreements (offer & acceptance primarily occurring electronically via Mable) with a Participant (including with their plan manager, support coordinator, or psychosocial recovery coach if applicable).

Furthermore, since the Provider has commenced work as an NDIS worker with an active screening clearance check, all travel costs and their justifications have been reiterated via invoice to the respective Participant, their Plan Managers, and Support Coordinators, ***without rejection or complaint***. This transparent invoicing process ensures that travel charges remain within the scope of NDIS guidelines, with the onus resting on the Participant and their representatives to verify that all travel costs sought for reimbursement are compliant, fair, and

reasonable within the NDIS framework as well as being reconcilable with the Participant's funding. Participants and their agents can clarify, accept, or reject travel reimbursements within their professional obligations and duties under the NDIS Pricing framework.

While the NDIS guidelines on travel costs reference MM1–MM5 zones concerning **Core Supports**, the Provider operates under a model that ensures economic viability across different service categories. Furthermore, the Provider is not always aware whether a Participant's funding source is from Core Supports or another category, and in some cases it is not NDIS-funded as it is rarely the case that an Independent Support Worker (ISW) is given access to a Participant's plan. Given this uncertainty and to maintain consistency in service provision and uphold the Fair Pricing Principle, the default travel charge is applied uniformly. The onus remains on the Participants and their agents (including Plan Managers, Support Coordinators, and other representatives) to ensure that travel cost reimbursements align with the NDIS Pricing Arrangements, where applicable, and with the specific funding structure appropriate to their plan. By accepting this Agreement, the Participant acknowledges their responsibility to verify the appropriateness of such charges within their funding scope and to address any discrepancies with the Provider.

Section Seven: Subsection Five: Travel Charges & Participant Acknowledgment

The Participant acknowledges that the Provider may need to travel to deliver services and agrees to cover reasonable travel costs in accordance with the following:

Travel charges will be calculated based on the NDIS Contribution Rate (currently \$0.99 per km) and/or a time-based equivalent rate where applicable.

Where travel time exceeds the standard NDIS 30-minute claimable limit, the excess may be converted to a time-based charge at the Provider's hourly rate via two legitimate mechanisms: "associated costs" and "non-face-to-face support time".

The Participant agrees that these charges are necessary for service provision and understands that they will be clearly reflected on invoices.

Section Seven: Subsection Six: Plan Manager or Self-Managed Approval

If the Participant is self-managed or plan-managed, they confirm that they approve these travel charges and acknowledge they have the discretion to allocate funds for extended travel.

The Participant (or their Plan Manager) confirms they have reviewed their plan and funding structure and accept full responsibility for ensuring that travel costs are claimable under their plan.

The Provider will issue clear and itemised invoices detailing all travel charges to maintain transparency.

Section Seven: Subsection Eight: No Obligation for Extended Travel

The Provider is not obligated to travel beyond standard NDIS travel limits but may do so at the Participant's request and explicit or implied approval, subject to agreement on the charges.

If the Participant does not agree to cover excess travel costs, the Provider reserves the right to decline to provide service to that location.

Section Seven: Subsection Nine: Invoicing & Funding Transparency

The Provider processes many invoices through Mable, a third-party platform that facilitates service agreements and payments. As a result, the Provider does not have access to the Participant's NDIS plan, funding structure, or a detailed breakdown of their budget allocations – as is often the case in independent arrangements. This means the Provider is not always aware of the specific funding source used to cover services, including travel costs.

Despite this, the Provider makes every effort to ensure transparency by clearly outlining all charges upfront, including travel costs, within:

- Service agreements,
- Profile descriptions, and
- Direct communication with the Participant and/or their Plan Manager.

Participants, Plan Managers, or their designated Mable account handlers retain full control over invoice approvals and payments. They may:

- 1) Seek clarification on any invoice before payment,
- 2) Reject or dispute any charge they believe is incorrect or inappropriate, or
- 3) Terminate the agreement at any time if they do not wish to continue under the stated terms.

By engaging the Provider's services, the Participant acknowledges that they are responsible for ensuring all charges align with their available NDIS funding and that they can raise concerns before approving payments.

Section Seven: Subsection Eleven: Service Categories & Agreement Amendments on Mable

In recent years, Mable has expanded its platform to include various service categories to better align with participant needs. However, technical limitations and inconsistencies can impact how these categories appear or function within the system.

One key issue is that if a travel-related charge was not included in the initial service agreement, amending the agreement later to add a travel criterion can be cumbersome and time-consuming for both the Participant and the Provider. This process often involves:

- Navigating Mable's system to locate and modify the agreement,
- Requesting approval from the Participant or their Plan Manager, and

- Overcoming potential delays if the Participant's Mable account is managed by a Plan Manager or an external representative who is less engaged or slow to respond, which is often the case.

For Participants who are less technologically adept or whose Mable accounts are handled by a third-party plan manager with limited involvement, the process may be even more difficult, leading to delays and administrative inefficiencies.

To minimise these challenges, the Provider strongly encourages Participants (or their representatives) to ensure that all relevant service categories, including travel charges, are discussed and included at the start of the agreement and appropriately 'linked'/plugged-in to the Mable invoicing system. This proactive approach helps avoid unnecessary administrative work and ensures that the invoicing process remains seamless and efficient for all parties.

The Provider has made every effort to communicate how these charges will be applied and will continue to invoice in the same manner if no objections are raised, on the assumption that the Plan Manager, Participant, and all other involved parties believe the invoices are compliant, fair, and reasonable.

If any party has a different understanding or concerns about the appropriateness of these charges, the Provider would greatly appreciate being informed so adjustments can be made where necessary.

Section Eight: Subsection Eleven: Choice and Control in Service Engagement

Under the NDIS principles of choice and control, Participants have the right to select the providers that best meet their needs, preferences, and goals. By continuing with this service arrangement, the Participant acknowledges that they are making an active and informed decision to engage the Provider, even when alternative providers may be available closer.

The Participant exercises choice and control by:

- 1) Persisting with this agreement in full knowledge of the associated travel costs, which have been clearly outlined and communicated.
- 2) Recognising that the Provider may not be local, but still choosing to engage their services due to quality, rapport, or specific expertise.
- 3) Understanding that travel costs are necessary for the Provider to deliver services and that these costs will continue to be invoiced as agreed.

While the Provider strives to be transparent and fair in all pricing, including travel costs, the Participant (or their Plan Manager) retains the right to:

- 1) Seek clarification on charges at any time,
- 2) Discuss alternative arrangements if required, or
- 3) Terminate the agreement if they no longer find the terms suitable.

By proceeding with this service, the Participant confirms that they are exercising choice and control over their support arrangements and accept the travel-related costs as part of their

engagement with the Provider. The provider (Luke G) will not offer services or drive distances without full reimbursement for travel via the pre-approved method and then subsequently approved via invoice on Mable, with the discretion entirely left to the Participant and their agents to authorise the charge as fair, reasonable, and compliant.

Section Nine: Responsibilities of the Provider

The Provider agrees to:

- a) Communicate openly and promptly.
- b) Treat the participant with respect.
- c) Protect the participant's privacy.
- d) Provide accurate information and qualifications.
- e) Issue regular invoices.
- f) Inform the participant of risks and benefits associated with their goals and how various activities aid or negate their progress as best as possible, drawing from their formal education and informal experience.
- g) Follow NDIS Incident Management and Reportable Incidents Rules 2018 or the most recent version.

Section Ten: Responsibilities of the Participant and Their Agents & Representatives

Participants agree to:

- a) Be involved in developing the Support Plan.
- b) Provide accurate information.
- c) Ensure funds are available for booked services.
- d) Treat the Provider with respect.
- e) Provide a safe environment for in-home or community support.
- f) Notify the Provider of cancellations with at least two business days' notice for cancellations of individual support sessions and 14 days' notice for cessation to service provision entirely.
- g) Inform the Provider of changes to the NDIS plan or when the plan may be ending if the Provider can no longer charge for supports.
- h) Discuss concerns or complaints constructively.
- i) Communicate effectively and provide unambiguous instructions on when they would like their support provisions rendered.

Participants agree to communicate cancellations, changes, or service requests in writing (via SMS or email) to ensure clarity, privacy compliance, and service continuity (see section 21).

Section Eleven: Cancellation Policy

Cancellations require 24 hours' notice. Without proper notice, an unfulfilled or cancelled shift will be charged based on the date, time, and duration specified by the Participant and fulfilled by the Participant on the last occurrence (as outlined in Section 6: Example 2). For example, if the Participant or the Participant's representative requests 5 pm - 10 pm on Wednesdays but fails to meet that commitment, the session will be charged accordingly due to the loss of expectation/reliance. In addition, if a shift is shortened or incomplete, the regular duration period charge will be applied based on the duration of the last completed shift or the time allotment given for that service provision. This means that if a change ends early or is not

fully attended, the Provider will invoice for the full length of the previous completed regular shift that forms the regular billing cycle. This charge ensures consistency and fairness in scheduling and compensation because the Provider has allocated time to the Participant and cannot allocate time elsewhere.

To determine whether a cancellation was made within the required 24-hour notice period, the Provider reserves the right to interpret the “receipt of cancellation” as occurring at the start of the next business day (9:00am) if the cancellation is delivered outside standard business hours (9:00am – 5:00pm AEST).¹²

Unless the Provider explicitly confirms receipt of the cancellation outside business hours (e.g. replies to the cancellation message), the cancellation will be deemed received at 9:00am the following business day. This ensures adequate time for rescheduling and reflects standard industry practice where on-call availability outside of hours is discretionary and informal.

Example: A cancellation message sent at 9:30pm on Tuesday will be deemed received at 9:00am Wednesday, unless the Provider confirms receipt earlier. If the scheduled session was to begin at 9:00am Thursday, the notice period would be considered insufficient, as the Provider would have received it less than 24 hours prior.

This clause applies to all cancellations regardless of the communication channel used (e.g. text, email, voicemail), unless the Provider has acknowledged the cancellation before the start of the next business day.

Section Twelve: Termination of Service Agreement

This Agreement can be terminated with 14 days’ notice. If either party seriously breaches the Agreement, the Agreement will be terminated immediately. In the event of termination, the Participant will be charged for 14 days (2-week period) from the date of termination, based on the mutually agreed-upon days and times for support provision, or, in the absence of such agreement, for the minimum period outlined in Section 6. This ensures that the Provider (Luke G) is safeguarded against substantial expectation or reliance losses associated with the onboarding of new clients, considering that the Participant had initially expressed intent for ongoing, indefinite support and that termination has occurred prematurely or in absence of a communicated end-date for supports as either indicated by the Participant or their associated representatives/decision-makers such as Plan Manager, Support Coordinator or Psychosocial Recovery Coach.

Section Thirteen: Additional Terms

a) Participants and their representatives are jointly responsible for costs. If a NDIS plan is exhausted (no funds available), the Participant is solely responsible for the costs of the support provision.

¹² For the purposes of this Agreement, interpreting a cancellation delivered outside standard business hours as being “received” at the commencement of the next business day (9:00am AEST) is consistent with the **NDIS Pricing Arrangements and Price Limits**, which require that a valid cancellation be communicated with sufficient notice and in a manner that enables the Provider to reasonably act upon it. Australian contract law recognises that the effectiveness of a notice depends on when it is capable of being **received and processed**, rather than when it is merely sent, particularly where the notice is delivered outside of the recipient’s operational capacity. This is supported by the widely recognised workplace principle often referred to as the “**right to switch off**,” which acknowledges that sole traders and employees are not required to monitor or respond to work-related communications outside established business hours. Consistent with ordinary commercial expectations, any notice sent after 5:00pm is deemed received at 9:00am the following business day, ensuring fairness, operational predictability, and compliance with the Provider’s reasonable need to manage workload, scheduling, and personal boundaries. This interpretation prevents participants from unintentionally or strategically avoiding cancellation charges by issuing notices at unreasonable hours and ensures a balanced, transparent approach consistent with industry norms and the intent of the NDIS cancellation rules.

b) Travel and non-face-to-face costs will be invoiced as applicable.

c) Participants must ensure they understand the Agreement, possibly with the assistance of trusted parties where requested, authorised, or applicable.

All travel charges, including time-based equivalents for excessive travel time, are considered allowable “associated costs” and/or “time spent delivering non-face-to-face supports” under NDIS Pricing guidance and form part of the agreed service methodology under this Agreement.

Section Fourteen: Governing Law and Jurisdiction

The laws of Victoria, Australia, govern this Agreement. Any disputes arising under this Agreement will be subject to the jurisdiction of the Victorian courts and will be enforced primarily in accordance with the principles of contract law.

Section Fifteen: Confidentiality

Both parties agree to maintain the confidentiality of all personal and sensitive information shared under this Agreement in accordance with the **Privacy Act 1988 (Cth)** and the **Australian Privacy Principles**. The Provider may draw upon de-identified experiences from past or current service delivery to improve practice quality, clinical insight, and overall service effectiveness; however, no information capable of identifying a Participant—such as names, addresses, or unique personal details—will ever be disclosed. Any examples shared with other clients or providers will be strictly anonymised and used solely to enhance service outcomes, consistent with the Provider’s professional responsibilities and continuous improvement obligations. For instance, if a particular therapeutic strategy or allied health intervention proved effective for a Participant, the Provider may describe the benefit in generalised, de-identified terms to assist another Participant in pursuing similar NDIS goals, without revealing any identifiable information.

Section Sixteen: Dispute Resolution

In the event of a dispute, both parties agree to first attempt resolution through mediation or arbitration before pursuing litigation.

Section Seventeen: Liability and Indemnity

The Provider’s liability is limited to the extent permitted by law. Participants agree to indemnify the Provider against claims arising from the provision of services, except for claims arising from negligence or misconduct.

Section Eighteen: Force Majeure

The Provider is not liable for failure to perform obligations due to events beyond their control, such as natural disasters, government actions, traffic hazards or unreasonable delays.

Section Nineteen: Modifications and Amendments

Any changes to this Agreement may occur sporadically in response to changes in NDIS compliance requirements or matters of consideration for the Provider and Participant. The notice of the agreement is included at the bottom of each invoice on Mable (in the 'Timesheet Clause') and should be checked regularly by the Participant. In actuality, the service agreement is reissued each workday with the issuance of invoices; thus, notice of the current service agreement is repeatedly provided and publicly available, and 'approval' of invoices

(either on Mable or processed via a third-party) serves as assent to the agreement.

Section Twenty: Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain valid and enforceable.

Section Twenty-One: Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings.

Section Twenty-Two: Notices

Formal notices should be communicated in writing to the addresses specified by each party. The Provider requests that all notices be given to his personal mobile number +61 417 058 305.

Due to the Provider's professional obligations, delivering face-to-face supports and the need to maintain accurate and auditable records under NDIS guidelines, all non-emergency communications, including changes to scheduling, cancellations, or matters of concern, must be made in writing via text message (SMS) or email.

Verbal communication is not binding unless confirmed in writing or clearly acted upon by both parties, constituting part performance. This requirement protects the Participant's rights, promotes transparency, and ensures compliance with the Provider's obligations to maintain clear and accurate records under the NDIS Code of Conduct, the NDIS Practice Standards, and applicable Australian law. The Provider does not use or maintain an active audio recording device on their mobile device and does not seek verbal consent to record Participants during phone calls. This is in accordance with privacy obligations under the Telecommunications (Interception and Access) Act 1979, which restricts the recording of conversations without prior consent.

Therefore, to avoid disputes and ensure proper traceability, all key communications should occur in writing via:

- SMS to the Provider's registered mobile: +61 417 058 305, or
- Email (if provided and mutually agreed upon).

Section Twenty-Three: Compliance with Laws

Both parties agree to comply with all applicable laws and regulations, including NDIS and Victorian legislation. Suppose any non-compliance is suspected by the Participant of the Provider, or by an Auditor of the Provider. In that case, the Provider wishes for this to be raised honestly, openly, and transparently with the end-goal of resolution and amendment to ensure compliance is rectified prior to further action. The Provider maintains an honest and integrity-based approach and will amend anything non-compliant if sufficient reasons are provided.

Section Twenty-Four: Signature and Acceptance

Electronic acceptance is required for Mable engagements and is formed based on the initial agreement sent to the Participant and accepted, where the Participant is now 'onboarded' as a client of the Provider. This agreement details the entire terms of service herein. For

independent engagements, signatures are mandatory OR electronic acceptance is given on receipt, approval, and payment of invoices, where the Service Agreement is also listed/linked and also made publicly available via website.

Section Twenty-Five: Failure to Comply with Service Agreement & Scheduled Times Per Contractual Agreement Will Result in Billing

Section 24: Subsection 1: Cancellations, No-Shows, and Participant Compliance Policy

As an NDIS ISW operating under an Australian Business Number (ABN), the Provider strives to provide reliable and consistent support to all our participants. To maintain fairness and protect the Provider's service commitments, the following policy applies to cancellations, no-shows, and participant compliance with essential criteria as outlined in the service agreement.

Section Twenty-Six: Subsection Two: Short-Notice Cancellations and Participant No-Shows

- A session will be considered a short-notice cancellation if:
 - The participant does not attend the scheduled support within a reasonable time or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support.
 - The participant provides less than seven (7) clear days' notice for any other scheduled support.
- In these cases, we may invoice up to 100% of the agreed-upon session fee, provided that:
 - The service agreement specifies that short-notice cancellations or no-shows may be invoiced.
 - The support item is eligible for claiming under NDIS Pricing Arrangements and complies with the NDIS Pricing Arrangements and Price Limits.
 - We could not secure alternative billable work for the scheduled session time.

Section Twenty-Seven: Subsection Three: Failure to Meet Essential Participant Criteria

- If a session is cancelled or cannot proceed because the participant fails to meet essential criteria (such as providing reasonable communication, a safe environment, or fulfilling other critical obligations outlined in the service agreement), we may invoice for the session fee under the following conditions:
 - The service agreement specifies that fees may be charged for non-compliance with essential criteria.
 - The NDIS Pricing Arrangements allow for claims related to participant non-compliance.
 - We were unable to secure alternative work for the scheduled session time.

This policy is designed to protect both the continuity of services and the financial viability of support provision, ensuring that all participants know their responsibilities and the terms of service.

For detailed information on NDIS Pricing Arrangements, please refer to the [NDIS Pricing Arrangements and Price Limits 2024-25](#).

Section Twenty-Eight: Public Holiday Rates & Session Continuity

Services delivered on a Public Holiday will be charged at the applicable NDIS Public Holiday rate, as outlined in the NDIS Pricing Arrangements and Price Limits. This ensures fair compensation for service provision on designated public holidays.

The Provider intends to continue delivering services on Public Holidays, unless taking a designated break, in which case all engaged Participants will be informed well in advance. Unless the Participant provides prior written notice requesting to cancel or reschedule a session, all scheduled sessions will proceed as usual on public holidays. The Participant acknowledges that failure to provide such notice will result in the session being charged at the applicable Public Holiday rate.

Notice of cancellation for sessions scheduled on a Public Holiday must be given in accordance with the terms set out in the Cancellation Policy of this Agreement. Cancellations made outside the required notice period may be charged in full at the applicable Public Holiday rate.

Section Twenty-Nine: Lateness Inevitability

The Provider acknowledges the importance of punctuality in delivering support services. However, the nature of high needs support inherently involves circumstances where a prior support session may be extended beyond the scheduled time due to unforeseen factors, including but not limited to:

1. Duty of Care Obligations – Where a Participant's safety, well-being, or immediate needs require additional time beyond the allocated support period.
2. Handover Delays – Where effective transition of care between support workers necessitates additional time to ensure continuity and quality of care.
3. Traffic and Unforeseen Delays – Where peak-hour congestion, road incidents, or other unpredictable transit disruptions impact travel between support locations.

Subsequent support sessions may be delayed in such instances. While the Provider will take all reasonable steps to minimise delays, the Participant acknowledges that a degree of lateness is sometimes inevitable, given the unpredictable nature of high-needs support work. Although the Provider is not bolstering his expertise beyond that reflected in his representations as a Support Worker, the Provider acknowledges the similarity in delays, sometimes unavoidable, in the Provider's professionally engaged contractual obligations and those in the Allied-Health industry, which are 'by appointment'. In both settings, there is an understanding that running overtime or arriving late (when on-call) is inevitable given the nature of the work being performed.

The Provider agrees to communicate any expected delays to the affected Participant as soon as practicable and will endeavour to adjust the schedule where possible to mitigate ongoing disruptions. Participants agree to accommodate reasonable delays in recognising the duty of care required in this service field.

Section Thirty: No Obligation In Meet & Greet

The Provider may offer an initial meet and greet with the Participant to discuss potential support services. This meeting is an informal opportunity for both parties to assess compatibility and service suitability.

The Participant acknowledges that:

1. The meet and greet is not a billable service and does not constitute a formal commitment by either party.
2. The Provider is under no obligation to proceed with services following the meet and greet.
3. A formal service agreement must be established and signed before any ongoing support services commence.

Until a written agreement is in place, the Provider reserves the right to decline or discontinue service discussions at their discretion.

Section Thirty-One: Conflict of Interest in Participant and Representative Decision-Making

The Provider acknowledges the principle of Choice and Control under the NDIS, which empowers Participants to make decisions regarding their support services. However, in cases where a Participant is represented by a parent, guardian, or other decision-maker (referred to as the "Representative"), conflicts may arise between the wishes of the Participant and the expectations or instructions of the Representative.

The Participant and Representative acknowledge that:

1. Differing Preferences – The Participant may express preferences or make requests that conflict with the Representative's expectations and desires.
2. Provider's Position – The Provider is not responsible for resolving disputes between the Participant and the Representative regarding service delivery decisions.
3. Practical Limitations on Choice and Control – While the Provider will make reasonable efforts to honour the Participant's preferences in line with NDIS principles, certain circumstances may limit full autonomy, particularly where:
 - The Representative has legal authority to make decisions on behalf of the Participant.
 - There are duty of care, safety, or ethical considerations that override specific requests.
 - The requested action falls outside the agreed scope of service.
 - The Participant has limited reasoning due to a clinically diagnosed or undiagnosed (apparent) mental impairment.
 - The Participant is non-verbal.
 - The Participant is palliative or has impairment to their memory or cognition.

Where conflict arises, the Provider will act in accordance with professional judgment, duty of care obligations, and relevant legal requirements. The Provider reserves the right to discontinue services if ongoing disputes create an unsustainable working environment, or if there is disagreement between the Participant and their Representative resulting in dissatisfaction with the Provider on the part of the Representative, reaffirming the Participant's choice and control, which ultimately takes precedence.

The Provider acknowledges that there is an inherent conflict between providing support and respecting the Participant's autonomy and individual intrinsic worth. The Provider attempts to reconcile this dynamic interplay by collaboratively engaging with the Participant and any Representatives they may have to ensure all three parties (Provider, Participant, and Representative) are aware of how services are being delivered, the areas that will be focused on, and how these services are being reconciled with the Participant's NDIS Goals as well as the verbally expressed desires of both the Participant and their rightfully appointed Representative.

Section Thirty-Two: Three-Hour Minimum Default Support Session Duration

The Provider's minimum support session duration is three (3) hours, a requirement implemented to ensure consistent, reliable, and operationally sustainable service delivery. This minimum applies by default but may be varied at the Provider's discretion where a shorter session is expressly negotiated and mutually agreed to in writing. This arrangement is compliant with the **NDIS Pricing Arrangements and Price Limits 2023–24**, which permit minimum charges or minimum durations where they are **clearly stated and agreed in advance in a service agreement**. The NDIS guidelines further confirm that such minimums are valid when established transparently and accepted by the Participant prior to service delivery. This Service Agreement is publicly accessible, linked to all Mable-based engagements, and displayed on the Provider's profile, thereby providing clear notice and substantiating Participant assent to the three-hour minimum session requirement.

Section Thirty-Three: Shared or Concurrent Supports (Group or Overlapping Support Delivery/Overlapping or Tight Invoicing)

Per the NDIS Pricing Arrangements and Price Limits and consistent with principles of Participant Choice and Control, AMPARABLE/Luke Girke may, on rare occasions and with complete transparency, deliver support to two or more participants at the same time in community or incidental settings, where appropriate and approved by all parties involved. This model of support respects participants' autonomy and preferences while remaining compliant with NDIA guidelines on group and concurrent support delivery.

Such situations may arise, for example:

- When two participants independently request support at the same event or location.
- When logistical or community-based activities (e.g., recreational or social programs) allow for simultaneous support delivery without diminishing the quality of care or individual engagement.

To ensure compliance and transparency, all participants (or their authorised representatives) will be notified in advance and must consent, in writing or through documented communication, to any shared or concurrent support arrangement.

Billing will reflect the NDIS-approved group pricing model, using the appropriate ratio (e.g., 1:2 or 1:3) as outlined in the most current NDIS Pricing Arrangements and Price Limits. Under no circumstances will the Provider charge two participants the full 1:1 rate for overlapping service periods unless clearly justified and separately delivered services are confirmed and documented.

To safeguard all parties and ensure clarity during audit or plan reviews, the Provider will:

- Maintain accurate records of service times, locations, and participant consent.
- Clearly indicate on invoices any shared or concurrent support arrangement.
- Avoid the appearance of billing for more hours than could be reasonably worked.

Participants may decline to participate in shared or group-based support sessions at any time. One-on-one support remains the default unless a shared arrangement is mutually beneficial and specifically approved.

While concurrent supports are unlikely to occur, this clause exists as a safeguard and transparency measure to pre-empt confusion during NDIA audits or financial reviews. The Provider does not actively seek to deliver services in a group format unless specifically requested or made necessary by participant circumstances.

The Provider operates under a Participant-Centric booking and invoicing model, meaning that each participant is offered a recurring, reserved timeslot in accordance with their preferred weekly schedule. This model is designed to maximise predictability, consistency, and person-centred support. Once accepted, the allocated timeslot forms part of the Participant's regular billing cycle, to which they (or their representative) have explicitly or implicitly consented through ongoing engagement and invoice approval.

Due to this scheduling approach and the 3-hour minimum session policy outlined in Section 29, support times may occasionally fall immediately before or after another participant's scheduled support session. This may result in adjacent or back-to-back bookings where session times appear to overlap by a small margin or fall closely together (e.g., one session ending at 4:00pm and another beginning at 4:00pm or 4:05pm). These are not double bookings, but reflect:

- The pre-arranged and recurring nature of each participant's agreed-upon time,
- The Provider's reasonable effort to meet participant preferences while maintaining schedule integrity,
- The logistical needs of service delivery in community settings.

In all instances, the Provider ensures that time allocation is ethical, compliant, and accurately reflects the time dedicated to each participant. The Provider retains internal documentation (including calendar records and route planning) to demonstrate the integrity of scheduling and to mitigate against any suggestion of fraudulent invoicing.

Section Thirty-Four: Incidental / 'Out of Pocket' Activity Costs

The Participant agrees that, when support involves community-based activities (e.g. attending movies, bowling, or similar social outings), the support worker's reasonable entry or participation costs may be charged to the participant's NDIS plan, provided that:

- The activity directly relates to the participant's NDIS goals (e.g. increasing social/community participation).
- The support worker's presence is necessary to enable the participant to engage in the activity safely and meaningfully.
- The cost is reasonable, pre-approved by the participant (verbally, in writing, or implied by the direction/instruction to the activity), and does not exceed the standard admission fee.
- A record (e.g. receipt or session note) will be kept for each such expense.
- These costs are claimed under the relevant support category (e.g. Assistance with Social and Community Participation) and do not duplicate participant activity costs.

Examples of claimable activity costs under this agreement include the support worker's movie tickets, bowling admission, or event entry fees, where the activity is part of a planned support session or occurs because of the participant's activity choice on a given session, per their choice and control.

Section Thirty-Five – Leave Policy

The Service Provider will provide a minimum of **30 days' written notice** for planned leave periods exceeding five (5) consecutive business days. Notice will include the start and end dates of the leave and will be delivered via email, text message, or other agreed-upon method of communication.

It is the Service Provider's intention that all regular supports will resume on the usual schedule immediately following the conclusion of the leave period. Services will not be permanently reassigned or offered to another provider unless both parties mutually agree in writing.

If possible, and were requested by the Client, the Service Provider may assist in identifying a suitable replacement for sessions that cannot be delivered during the leave period. Such arrangements will be optional and at the Client's discretion.

The Client acknowledges that extended leave is uncommon and often challenging to schedule in the domain of Independent Support Work. The Service Provider will make every reasonable effort to minimise disruption and will maintain open communication with the Participant about any planned absences.

Section Thirty-Six: Psychosocial Recovery Coaching – Eligibility and Basis for Invoicing

The Participant acknowledges that the Provider may deliver Psychosocial Recovery Coaching under the NDIS support item **07_101_0106_6_3** (or its subsequent equivalent), where this line item is included in the Participant's NDIS plan and the Participant (or their representative) expressly elects to engage the Provider in this capacity. The NDIS guidance recommends that recovery coaches hold at least a Certificate IV in Mental Health or Mental Health Peer Work, or similar training, and/or a minimum of two years' paid experience supporting people with mental health challenges or otherwise possess equivalent

qualifications and experience in psychosocial disability and mental health-related work. In lieu of a standard Certificate IV pathway, the Provider's eligibility is based on a combination of: (a) extensive practical experience as an Independent Support Worker primarily supporting participants with psychosocial and mental health-related needs via the Mable platform; (b) applied research experience on three independent public health epidemiological projects at the University of Melbourne (two explicitly in mental health), strengthening the Provider's understanding of population health, risk factors, and evidence-based intervention frameworks; (c) completion of a **Lifestyle Medicine** program with Harvard Medical School, which focuses on behavioural change, chronic disease risk modification, and mental health-adjacent domains such as stress management, sleep, and self-regulation; and (d) recognised accreditation as a Strength Coach through the Clean Health Fitness Institute, enabling the Provider to work as an insured personal trainer and to integrate exercise, sports psychology principles, and self-esteem-related mental health vulnerabilities into a structured, safe, and goal-directed coaching framework.

Taken together, these qualifications and experiences constitute “**similar training and/or at least two years' paid experience**” in mental health and psychosocial support, consistent with NDIA guidance on recommended competencies and “equivalent experience” for psychosocial recovery coaches. The Participant (and their agents) acknowledges that, by engaging the Provider to deliver Psychosocial Recovery Coaching, they accept that the Provider meets the recommended capability profile for this role and is eligible to invoice for services under the relevant Psychosocial Recovery Coaching line item, provided that the work performed is consistent with the scope of that item and with the Participant's NDIS goals.

Section Thirty-Seven: Support Coordination for Self-Managed Participants – Eligibility and Basis for Invoicing

Where a Participant is **self-managed**, the Participant acknowledges and agrees that the Provider may perform and invoice for services consistent with **Support Coordination – Level 2: Coordination of Supports**, under NDIS item **07_002_0106_8_3** (or its subsequent equivalent), where this line item is included in the Participant's plan and the Participant has expressly chosen to engage the Provider in this capacity. Under the NDIS framework, self-managed participants may purchase supports from registered or unregistered providers and are not, in practice, bound by the NDIA price limits when they pay providers directly, if funds are used in line with the stated purposes of their NDIS plan and relevant supports. In this context, the Provider's role in Support Coordination includes, but is not limited to: helping the Participant understand and implement their NDIS plan; linking the Participant with appropriate mainstream, community, and specialist services; designing and refining support approaches; assisting with budgeting and monitoring of supports at the Participant's direction; and building the Participant's capacity to navigate the NDIS and exercise informed choice and control over their support arrangements, in line with the roles and key tasks described for Support Coordinators by the NDIA.

By electing to engage the Provider to undertake these coordination activities, the self-managed Participant (or their authorised representative) confirms that they are intentionally using a portion of their Support Coordination funding for this purpose, understands that the Provider is operating as an unregistered independent provider in this context, and authorises the Provider to invoice under the **Support Coordination** line item for work that falls within its recognised scope. The Participant accepts responsibility for ensuring that such claims are consistent with their plan, funding structure, and NDIS obligations, including any future

changes to NDIS Rules or registration requirements for Support Coordinators. Should regulatory requirements for Support Coordination registration change, the Provider will review and, if necessary, amend or reclassify the services delivered under this Agreement to remain compliant, and the Participant agrees to cooperate in transitioning to any updated invoicing or support structure.

Section Thirty-Eight: NDIS Pricing Arrangements Update & Continuity

This Service Agreement is intended to operate as a **living and adaptive agreement**, aligned with the **most current version of the NDIS Pricing Arrangements and Price Limits** in force at the time services are delivered.

The Provider confirms that this Agreement has been reviewed in light of the **NDIS Pricing Arrangements and Price Limits 2025–2026**, and that, **to the Provider's knowledge**, no material inconsistency exists between this Agreement and the current pricing framework. Where the NDIS Pricing Arrangements and Price Limits are updated, amended, renumbered, or replaced from time to time, this Agreement is to be **read, interpreted, and applied in a manner that upholds and gives effect to the current version** of those Pricing Arrangements, without requiring re-execution or re-signing.

In the event of any genuine inconsistency between a provision of this Agreement and a mandatory requirement of the NDIS Pricing Arrangements and Price Limits as in force at the time of service delivery, the **NDIS Pricing Arrangements and Price Limits will prevail to the extent of the inconsistency**, and this Agreement is taken to be varied accordingly.

This clause does not operate to alter charges retrospectively, nor to impose new obligations on Participants beyond those already disclosed. Any **material or substantive change** affecting pricing, service delivery, or participant rights will be **brought to the Participant's attention** reasonably and transparently, including through invoice notices, platform communications, or written updates published on the Provider's website (**amparable.com**).

Continued engagement of services and approval of invoices following publication of such updates constitutes acknowledgment of, and assent to, the Agreement as so updated.