



Night n Day



INCONTINENCE PRODUCTS.com.au

NDIS SERVICE AGREEMENT

Short-form agreement for consumable products

Provider: Minappi Pty Ltd | NDIS Provider No. 4050000940 | ABN 98 050 042 772

Phone: (02) 9531 2011 | Email: sales@nightnday.com.au | nightnday.com.au | incontinenceproducts.com.au

- 1. Purpose:** This agreement records the arrangements between Minappi Pty Ltd (the Provider) and the NDIS participant for the supply of agreed continence, personal care and related consumable supports. Products may be ordered from Night n Day and/or IncontinenceProducts.com.au.
- 2. Supports and orders:** The supports supplied are the products selected or approved by the participant or their authorised representative. Individual orders may be placed online, by phone, email or another agreed method. Each accepted order, quote, invoice or recurring-order instruction records the products, quantities and applicable price for that order and forms part of this agreement.
- 3. Pricing and payment:** Prices are those displayed or quoted when an order is accepted, subject to applicable NDIS Pricing Arrangements and Price Limits. Any delivery charge, GST or other charge will only be applied where lawful and disclosed. Payment will be handled according to the participant's plan-management method.
- 4. Participant authority, funding and choice:** The participant or authorised representative confirms that orders are for supports the participant has chosen and that the relevant NDIS funding arrangement may be used to pay for those supports. Where the participant's plan uses funding periods, applicable period dates, release frequency and amounts allocated to this agreement may be recorded on page 2 where required. This agreement does not require the participant to reserve or quarantine funding to the Provider unless the participant, nominee or Plan Manager specifically requests an allocation for administrative purposes. The participant remains free to choose other providers, subject to their plan and available funding.
- 5. Provider responsibilities:** The Provider will supply agreed supports with reasonable care and skill, provide clear information about availability and charges, maintain appropriate records, protect participant information, communicate material delays or supply issues, and provide invoices or receipts as required.
- 6. Availability, substitutions and delivery:** Products are subject to availability. If an item is unavailable, discontinued or materially delayed, the Provider will contact the participant or authorised representative about available options. A materially different substitute will not be supplied without approval unless a standing substitution authority has separately been agreed. Delivery timing may vary by location, carrier and stock availability.
- 7. Changes, returns and cancellations:** Orders may be changed or cancelled before dispatch where reasonably practicable. Returns and refunds are handled in accordance with the Provider's applicable returns policy and Australian Consumer Law. Some hygiene or health-related products may not be returnable for change-of-mind once opened or where resale would be inappropriate, unless consumer guarantees require a remedy.
- 8. Complaints and disagreements:** Concerns can be raised with the Provider using the contact details above. The Provider will seek to resolve concerns fairly and promptly. A participant may also contact the NDIS Quality and Safeguards Commission or another relevant consumer body if a concern is not resolved or they prefer to raise it externally.
- 9. Emergency or disaster arrangements:** If an emergency, disaster, carrier disruption or other event affects supply or delivery, the Provider will take reasonable steps to communicate with the participant, prioritise continuity of critical consumable supports where practicable, and discuss available alternatives. The participant should tell the Provider if interruption to a particular consumable support could create a significant health, safety or wellbeing risk.
- 10. Term, review and ending the agreement:** This agreement applies for the Service Agreement Start Date and Service Agreement End Date recorded on page 2. For a one-off order, both dates may be the order date. The agreement may be reviewed when the participant receives a new NDIS plan, changes plan-management method or materially changes their supports. Either party may end the agreement by giving reasonable notice. Ending the agreement does not affect payment for supports already supplied or accepted orders already dispatched.
- 11. Understanding, acknowledgement and copies:** The participant may ask for this agreement to be explained or provided in a communication format they can understand. A copy of the agreement can be provided to the participant or authorised representative. Where signing is not practicable, the Provider will record the circumstances and the participant's or authorised representative's acknowledgement of the agreement.



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PARTICIPANT & ORDER DETAILS

Participant information

Participant name (include first, last and middle name)

NDIS reference number

Date of birth (DD/MM/YYYY)

Plan management

☐ NDIA-managed ☐ Plan-managed ☐ Self-managed

NDIS Plan Start Date (DD/MM/YYYY)

___/___/___

NDIS Plan End Date (DD/MM/YYYY)

___/___/___

Plan Manager Business Name (if applicable)

Plan Manager Invoice Email (if applicable)

Authorised representative & contact details

Person submitting / authorised representative

Relationship to participant

Phone

Email

Delivery address

Suburb / State / Postcode

Service Agreement period & value

Service Agreement Start Date * (DD/MM/YYYY)

___/___/___

Service Agreement End Date * (DD/MM/YYYY)

___/___/___

Total amount for this Service Agreement *

\$ _____

Order / invoice reference (if applicable)

Does this NDIS plan have funding periods?

☐ Yes ☐ No ☐ Unsure

Funding release frequency (if applicable)

☐ Monthly ☐ 3 monthly ☐ 6 monthly ☐ 12 monthly ☐ Other:

Funding Period 1 - Start / End

___/___/___ to ___/___/___

Amount allocated to this SA - Period 1

\$ _____

Funding Period 2 - Start / End

___/___/___ to ___/___/___

Amount allocated to this SA - Period 2

\$ _____

Funding Period 3 - Start / End

___/___/___ to ___/___/___

Amount allocated to this SA - Period 3

\$ _____

Funding Period 4 - Start / End

___/___/___ to ___/___/___

Amount allocated to this SA - Period 4

\$ _____

Funding period details are only required where applicable to the participant's plan or requested by the participant, nominee or Plan Manager. Recording an allocation does not reserve or quarantine funding exclusively to the Provider and does not limit the participant's choice and control.

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Order details

Product / SKU / description	Qty	Notes / approval

Agreement & acknowledgement

☐ I confirm that this Service Agreement has been discussed with and agreed by the participant and/or their authorised representative, and that I am authorised to enter into this agreement and/or place orders for the participant.

Participant / Nominee name

Date

___ / ___ / ___

Participant / Nominee signature

Provider representative / signature

Date: ___ / ___ / ___

If a participant/nominee signature is not practicable: Agreement acknowledged by ☐ phone ☐ email ☐ other _____ on ___ / ___ / _____.
Circumstances / record: _____

Please retain a copy of the completed agreement. Contact us if participant, plan, funding or authority details change.