

# Leap in! Plan Management Terms

## Welcome to Leap in! Plan Management.

This agreement is a contract between you and Leap in! and represents all terms and conditions, policies, rights and responsibilities associated with being a Leap in! plan managed member (Member).

Leap in! is a registered provider of supports under the National Disability Insurance Scheme (NDIS). Leap in! plan management is an intermediary service that will help you manage your NDIS budget and its outcomes.

## Please read this document carefully.

Your access and use of the Leap in! plan management service is subject to the Terms and Conditions (Terms) detailed below.

In these Terms any references to 'us', 'we', 'our' or 'Leap in!' means Leap in! Australia Limited ABN 92 622 499 898 and any of its subsidiaries or business partners.

This agreement comes into existence once you accept these Terms by clicking the 'I agree' button below. This agreement is governed by the Electronic Transactions Act 2000 (Qld), amongst other laws.

We reserve the right to amend these Terms at any time and will notify you of the amendments. You have the right to disagree with and not accept the amendments or any terms and conditions, however this will result in the cancellation of your Leap in! plan management service.

## Make sure you are eligible.

To be eligible for the Leap in! plan management service, you:

- Are at least 18 years old
- Have the right, authority and capacity to enter into this agreement
- Will abide by the Terms, relevant policies and rights and responsibilities of this agreement
- Have plan management funding included (or are intending to request funding) as part of your NDIS Plan.

If you are entering into this agreement as an authorised representative, you:

- Are at least 18 years old;
- Have the right, authority and capacity to enter into this agreement on behalf of a person who may not have legal capacity; and
- Will abide by the terms and conditions as set out for Members.

## Your responsibilities.

As a plan managed Member or authorised representative, you:

- Will provide accurate and relevant personal details necessary for the delivery of the Leap in! plan management service (including your NDIS Plan details, date of birth and NDIS number).
- Advise Leap in! immediately if your NDIS Plan is suspended or replaced by a new NDIS Plan, or if you stop being a participant in the NDIS.
- Will provide all information necessary to ensure your needs are understood, so the most effective service can be provided to you.
- Agree that you will not establish a plan management service for anyone other than yourself, with exception of people or businesses that are expressly authorised to establish a plan management service on behalf of members.

- Are responsible for any activity that occurs through your account.
- Are responsible for keeping your account identification and your password confidential and secure.
- Understand that when you activate plan management services through this agreement, Leap in! app will provide access to your NDIS financial information to those members of your Crew (family, friends, providers and individuals from your support network) to whom you have given access to 'My finances' or deemed to be a Decision Maker.
- Are responsible for ensuring the level of multi-party access and the accuracy of the details of your Crew.
- Will not be discriminating, unlawful, rude, defamatory, harmful, threatening, indecent, harassing, abusive, aggressive, intimidating or offensive.
- Will not participate in, encourage or advocate an illegal activity or violate any law, statute or regulation in your dealings with Leap in!
- Must not attempt to restrict another user from using or enjoying the plan management service and you must not encourage or facilitate violations of these Terms or any other Leap in! terms or policies.
- Will not publicly act in any way to harm the reputation of Leap in! or any associated or interested parties or do anything contrary to the interests of Leap in!

Leap in! reserve the right to raise any concerning conduct or behaviour with you and will seek a satisfactory resolution or otherwise your membership may be discontinued.

### **Our responsibilities.**

As a Member, you are entitled to the Leap in! plan management service while your membership is active. We will:

- Provide you with financial intermediary services
- Reconcile your NDIS Plan balances
- Provide you with the opportunity to approve invoices and to rate services
- Pay supplier invoices on your behalf
- Process your reimbursement claims
- Track your expenditure against your NDIS Plan budget and make it available in real time via the Leap in! app
- Provide you with monthly statements of expenditure
- Consult with you regarding how your funds are spent
- Assist you with purchases where appropriate
- Assist you with provider service agreements
- Assist you to track your progress to your defined goals
- Provide you with access to support and coaching to help you maximise your NDIS plan
- Troubleshoot for you
- Connect with you via emails, phone calls and web chat

Each member of the Leap in! crew will:

- Rely on the information that you provide as being true, accurate, complete and current
- Offer a plan management service that maximises your choice and control and supports the life you want to lead
- Respond to your specific requests and requirements in the delivery of your plan management service;
- Respect your decisions in accepting and determining plan management
- Listen to your feedback and resolve problems quickly

- Communicate openly and honestly in a timely manner
  - Protect and maintain your privacy in accordance with our Privacy Policy
  - Treat you, your family and friends and any nominated representatives with courtesy and respect
  - Seek regular feedback in relation to your experience with Leap in!
  - Reserve the right to raise any concerning conduct or behaviour with you and will seek a satisfactory resolution or otherwise your membership may be discontinued.

### **How it works.**

As a Leap in! plan managed Member, you agree to the following:

- As your nominated plan manager, Leap in! has the authority to act on your behalf to claim payment for supports provided to you from your NDIS Plan and to pay these funds to providers.
- A service booking will be created for the entire value of your Plan Managed Support Budget Categories through the NDIS provider portal.
- The supports and maximum prices are set out in NDIS Price List.
- All prices are GST inclusive (if applicable) and include the cost of providing the supports.
- We will claim from the NDIA portal for funding up to the amounts specified in the support category and budget approved in your current NDIS plan. After these supports are delivered, the service provider will claim payment for those supports from Leap in!
- We have no involvement or liability for charges above the unit price as prescribed in the relevant NDIS price guide.
- The 'gap' difference between the invoiced item amount and the NDIS unit price for supports purchased are your responsibility to pay to the provider directly.
- Where a price change is executed by the NDIA for services provided historically, fees will be backdated to support full recovery.
- Providers engage directly with the you in relation to the provision of goods and services and send your invoice to Leap in! as your Plan Manager to arrange payment with the NDIS.
- Providers are responsible for the quality and actual service provision and activities as well as their own safety whilst providing services to you. They will have their own ABN and are responsible for their business activity as a business entity.
- You may be required to sign a specific service agreement to receive goods and services provided by Providers.
- As part of establishing your service agreement with them, or engaging their services, please take the time to ensure that they have the relevant coverage for public liability, medical malpractice and personal injury.

### **Leap in! payment.**

Leap in! will claim directly from the NDIA an agreed monthly fee for the provision of support as agreed in Schedule of Supports – Improved Life Choices (Support Category 14) and at the price as defined at the time of service.

### **Goods and services tax (GST).**

For the purposes of GST legislation, we confirm that:

- a supply of supports under this agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant's NDIS plan currently in effect under section 37 of the NDIS Act
- Leap in! will pay GST as per specified in National Disability Insurance Scheme Act 2013 (NDIS Act).

## **Privacy.**

Your privacy is important to us. You consent to the use, transfer and disclosure of personal information by us in accordance with our Privacy Policy.

## **Complaints and dispute resolution.**

You can make complaints directly to the Provider and these should be resolved directly between you and the business providing NDIS funding goods and services to you.

If issues remain unresolved or if they are related to Plan Management Services provided by Leap in!, please send us details of your complaint addressed to the General Manager, Leap in! Australia Limited, GPO Box 1744 or via [help@leapin!.com.au](mailto:help@leapin!.com.au).

We will investigate the complaint and provide you with a written response (which could include email) as soon as we can and normally within 30 days from the date you first contacted us.

## **Starting and ending this agreement.**

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

Membership can be cancelled by either party at any time by providing the other party with 30 days' verbal or written notice. If you or Leap in! breaches this agreement, the requirement of notice may be waived by the other party.

## **Intellectual property.**

Leap in! confirms it has all the rights in relation to the intellectual property to grant all the rights it purports to grant under and in accordance with the terms of this agreement.

You agree that:

- Leap in! owns all intellectual property rights in the membership, provision of Plan Management Services, technology, application, information and the website of Leap in!
- This agreement does not provide you with any rights to or in patents, copyright, tradenames, trademarks
- Leap in! intellectual property may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of Leap in!
- You must abide by all copyright notices, information, or restrictions contained in or attached to any of the technology, application, information and the website of Leap in!

## **Third parties.**

In the provision of plan management services Leap in! may use third parties, external business and a range of NDIS registered and unregistered Providers. These third parties may have separate service agreements and terms and conditions. These are governed by the third party and are not the responsibility of Leap in!

You understand that in the provision of plan management services, you may be exposed to these third parties. It is your responsibility to accept services and Terms and Conditions of these third parties.

## **Limitation of liability.**

These Terms and Conditions set out the entire liability of Leap in! including any liability for the acts or omissions of its directors, managers, officers, employees, and other representatives to the Members arising under or in connection with the Membership and provision of Plan Management Services.

Leap in! makes no representation or commitment and shall not be liable whether in tort, contract, or otherwise for any loss, damages, charges or expenses incurred by Members, including for negligence by Leap in!.

The Leap in! website has information about the Leap in! Limitation of Liability and Disclaimer of Warranties and other related matters in the Terms of Use.

You agree not to make any claim against Leap in! in respect of anything disclaimed in a Disclaimer or any liability a Disclaimer says you waive.

You confirm that you have relied entirely on your own enquiries relating to the membership and the plan management services and Leap in! has not made any representation or warranty or promise of any nature except as expressly contained in these Terms.

### **Applicable laws.**

We reserve the right to limit the availability of the plan management service or any portion of the plan management service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that Leap in! provides.

If any clause in these Terms is held to be unenforceable or unlawful, the clause will be severed from these Terms and the remaining part of these Terms will continue to operate and have effect at law.

These Terms shall be governed and construed in accordance with the laws of Queensland, Australia.

Effective 21 March 2018

### **Participant details**

First name

Last name

Email

Phone number

Date of birth

#### **If you have them available...**

NDIS participant ID

NDIS Plan start date

### **Authorised decision maker details (where relevant)**

I confirm that I am the **authorised decision maker** for the above NDIS participant.

First name

Last name

Email

Phone number

**By clicking the 'I accept' button below you are agreeing to these Plan Management Terms and a confirmation email will be sent to Leap in!**