

MODEL SERVICE AGREEMENT

Inspire Forward Solutions Pty Ltd
Kirsten Lightfoot | Certified ADHD Life Coach



Note- A Service Agreement can be made between a Participant and a Provider or a Participant's representative and a Provider. A Participant's representative is someone close to the Participant such as a family member or friend or someone who manages the funding for supports under a Participant's NDIS plan.

Parties

This agreement is for services provided under the National Disability Insurance Scheme, and is made between the Participant shown in the Participant Information of this schedule and the Provider Inspire Forward Solutions Pty Ltd of ABN 681343340

This Service Agreement will commence on the Commencement Date shown in the Commencing Schedule of this agreement for the Period (from) and (to) shown in the Commencing Schedule.

1. The NDIS and This Service Agreement

- 1.1. This service agreement is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) Plan
- 1.2. The Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to;
 - 1.2.1. Support the independence and social and economic participation of people with disability, and
 - 1.2.2. Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

2. Schedule of supports

- 2.1. The provider agrees to provide the Participant with supports and activities to assist overcoming executive functioning barriers, developing self-dependence, developing structure and routine, building social skills building and testing strategies for independent living goals.
- 2.2. The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports Additional expenses (is things that are not included as part of a Participants NDIS supports) are the responsibility of the [participant/participants representative] and are not included in the cost of the supports. Examples include entrance fee, event tickets, meals etc Responsibilities of Provider the Provider agree to.

3. The Service Provider

- 3.1. The service provider will provide services via zoom or in office;
- 3.2. Review the provisions of supports at least prior to the final session on this service agreement with the participant
- 3.3. Once agreed, provide supports that meet the Participant's needs at the Participants preferred times
- 3.4. Communicate openly and honestly in a timely manner
- 3.5. Treat the participate with courtesy and respect
- 3.6. Consult the participant on decisions about how supports are provided
- 3.7. Give the participant information about managing any complaints or disagreements and details of the providers cancellation policy (if relevant)
- 3.8. Listen to the participants feedback and resolve problems quickly
- 3.9. Give the participant the required notice if the Provider needs to end the Service Agreement (see "ending service agreement" below for more information)
- 3.10. Protect the participants privacy and confidential information

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- 3.11. Provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law; keep accurate records on the supports provided to the participant and
- 3.12. Issues regular invoices and statements of the supports delivered to the participant.

4. The Participant/Participant Representative

- 4.1. Responsibilities of the participant/participants representative as named under Participant Information;
- 4.2. Inform the provider about how they wish the supports to be delivered to meet the participants needs
- 4.3. Treat the provider with courtesy and respect
- 4.4. Talk to the provider if the participant has any concerns about the supports being provided
- 4.5. Give the provider a minimum of 24 hours' notice if the participant cannot make the scheduled appointment, and if the notice is not provided by then, the providers cancellation policy will apply, and full payment will be due
- 4.6. Give the provider the required notice if the participant needs to end the service agreement (see "ending service agreement" below for more information, and
- 4.7. Let's the provider know immediately if the participants NDIS plan is suspended or replaced by a new NDIS plan or the participant stops being a participant of the NDIS

5. Payments

- 5.1. The provider will seek payment for their provision of supports after the Participant claims satisfactory delivery.
- 5.2. The participant has nominated their pan type with all invoices being sent to email address of payee as shown under Payments of this schedule, to manage the funding of NDIS supports provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports from Payee or Plan Management Company. The participant or sponsor is responsible for ensuring that these services are able to be claimed through the NDIS and the clients NDIS plan, If for any reason and at any time the NDIS refuse to pay for services rendered the client and or sponsor will be financially liable for payment.

6. Changes to this Service Agreement

- 6.1. If changes to the supports or their delivery are required, the Parties agree to discuss and review this Service Agreement. The Parties agree that any changes to this Service Agreement will be in writing, signed and dated by the parties.

7. Ending this Service Agreement

- 7.1. Should either party wish to end this Service Agreement they must give one month's notice, (or payment in lieu of notice of fees due). If either Party seriously breeches this service agreement the requirement of notice will be waived.

8. Feedback, Complaints and disputes

- 8.1. If the participant wishes to give the Provider feedback, the Participant or the participants representative can talk to our team directly by contacting our offices.
- 8.2. If the participant is not satisfied or does not want to talk to this person/our team, the Participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting ndis.gov.au for further information.

9. Goods and Services Tax

- 9.1. For the purposes of GST legislation, the Parties confirm that:

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- 9.2. A supply of supports under this service 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 Participants' NDIS plan currently in effect under section 37 of the NDIS Act;
- 9.3. The participants NDIS Plan is expected to remain In effect during the period the supports are provided; and
- 9.4. The Participant/participants' representative will immediately notify the provider if the participants NDIS plan is replaced by a new plan or the participant stops being a participant in the NDIS.

10. Coaching Agreement and Provider terms

11. Ground Rules:

- 11.1. Client attends the office, zoom or phone call on time and appropriately attired
- 11.2. Client pays for coaching fees in advance
- 11.3. Client attends the session not under the influence of substances (prescribed medication excluded)

12. Description of Coaching:

- 12.1. Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

13. Coach-Client Relationship

- 13.1. Coach agrees to maintain the ethics and standards of behaviour established by the International Coaching Federation "(ICF)". www.coachingfederation.org/ethics. It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behaviour.
- 13.2. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- 13.3. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.
- 13.4. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.
- 13.5. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.
- 13.6. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

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14. Services

14.1. The parties agree to engage in a 6-month Coaching Program through online meetings. Coach will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Coach. Coach may also be available for additional time, per Client's request on a prorated basis rate of \$230 (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

15. Schedule & Fees

15.1. This coaching agreement is valid for the period shown under the Schedule of Supports. The fees indicated in the Schedule of Supports with payment terms apply as shown, otherwise the standard terms of an upfront payment and direct debit payments apply.

16. Procedure

16.1. The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The client will log into the online meeting platform using the link provided in coach accountable. If the Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.

17. Confidentiality

17.1. This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

17.2. Confidential Information does not include information that:

- 17.2.1. was in the Coach's possession prior to its being furnished by the Client;
 - 17.2.2. is generally known to the public or in the Client's industry;
 - 17.2.3. is obtained by the Coach from a third party, without breach of any obligation to the Client;
 - 17.2.4. is independently developed by the Coach without use of or reference to the Client's confidential information;
- or
- 17.2.5. the Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
 - 17.2.6. is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and
 - 17.2.7. involves illegal activity.

17.3. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner

18. Privacy/Data Protection

18.1. The Coach and the Client will each of them comply as appropriate with applicable privacy/data protection legislation binding court order, judgment or decree, guidance, codes, policy or standards.

18.2. With regard to processing personal data/personal identifiable information ("data") in relation to the Client, the Coach will: process such data lawfully (on an appropriate basis including but not limited to consent, or to comply with the Coach's legal or regulatory obligations, or for contractual performance, or for the Coach's legitimate interests), fairly and in a transparent manner; collect such data for specified, explicit and legitimate purposes and not further process such data in a manner that is incompatible with those purposes; ensure that such data is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed; maintain such data accurately;

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keep such data for no longer than is necessary for the purposes for which the data are processed; process such data in a manner that ensures appropriate security of the data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures; maintain records of such data processing under applicable privacy/data protection legislation requirements; share such data with third parties who the Coach will inform the Client about; concerning such data, observe the Client's privacy/data protection rights under applicable privacy/data protection legislation requirements, which may be subject to some conditions and exceptions; process such data for marketing purposes under applicable privacy/data protection legislation requirements; in case of a security breach concerning such data, where requirements of applicable privacy/data protection legislation are met, notify a regulatory or supervisory authority, board or other body responsible for administering privacy/data protection legislation, and the Client of the data security breach; and, where it is necessary for the Coach to transfer such data internationally the Coach will comply with applicable privacy/data protection legislation requirements designed to ensure the privacy of such data.

18.3. In connection with any infringement by the Coach of applicable privacy/data protection legislation requirements, including a security breach, concerning personal data/personal identifiable information in relation to the Client, the Coach's entire liability under this Agreement and the Client's exclusive remedy shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

19. Cancellation Policy

19.1. Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings. If the client is more than 10 minutes late the session will be considered missed and will not be rescheduled. Coach reserves the right to bill Client for a missed meeting. Coach will reschedule a meeting with 24 hours notice, please note the terms of the coaching program all rescheduled sessions are to be prior to the completion/end date of the coaching program as described above.

20. Record Retention Policy: (Optional, if the Coach has adopted such a policy)

20.1. The Client acknowledges that the Coach has disclosed their record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice for a period of not less than 2 years. The coach currently uses Coach Accountable, and all files will be available whilst ever the program exists and whilst the coach maintains a paid subscription.

21. Termination

21.1. Either the Client or the Coach may terminate this Agreement at any time with 4 weeks written notice. If the client terminates this agreement within the for six (6) calendars days from the first coaching session, then only the used session will be required to be paid. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

22. Limited Liability

22.1. Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

23. Entire Agreement

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23.1. This document reflects the entire agreement between the Coach and the Client & or Sponsors and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

24. Dispute Resolution

24.1. If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 business days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

25. Severability

25.1. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26. Waiver

26.1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

27. Applicable Law

27.1. This Agreement shall be governed and construed in accordance with the laws of Australia and the State of Queensland, without giving effect to any conflicts of law's provisions.

28. Binding Effect

28.1. This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.