

AGED CARE SERVICE AGREEMENT

Location: _____ Date: _____

Provider Information:

Business Name: _____

ABN / ACN: _____

Address: _____

Contact Phone/Email: _____

Client Information:

Full Name: _____

Date of Birth: _____ NDIS Number / Client ID: _____

Address: _____

Contact Phone/Email: _____

Service Details and Scope:

Type of Service(s): _____

Service Location(s): _____

Service Frequency/Schedule: _____

Fees and Payment Terms:

Fee Structure: _____

Payment Method: _____

Invoicing Frequency: _____

Term and Termination:

Agreement Commencement: _____

Termination by Notice: _____

Immediate Termination for Breach: _____

1. Service Provision

The Provider agrees to provide the Aged Care Services outlined above to the Client in accordance with applicable Australian law, including the Aged Care Act 1997 (Cth) and related legislation, in a professional, respectful, and timely manner.

2. Client Eligibility and Responsibility

The Client confirms eligibility for the services and acknowledges responsibility for providing accurate and complete information to the Provider for effective service delivery.

3. Service Modifications and Reviews

The Provider may review and modify the service plan with prior consultation with the Client. Any changes will be documented and agreed upon by both parties.

4. Fees, Charges, and Payment

Fees for services are as set out above. The Client agrees to pay all fees in a timely manner. Non-payment may result in suspension or termination of services.

5. Privacy and Confidentiality

The Provider will comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles in handling personal information. Information will only be disclosed with consent or as required by law.

6. Health and Safety

Both parties agree to comply with applicable health and safety laws and guidelines. The Client shall inform the Provider of any health conditions or risks relevant to service delivery.

7. Complaints and Dispute Resolution

The Client may raise complaints with the Provider. The Provider will follow its complaints handling process and endeavour to resolve disputes promptly and fairly.

8. Limitation of Liability

The Provider's liability is limited to the extent permitted by law. The Provider is not liable for indirect, incidental or consequential damages arising from service provision.

9. Indemnity

The Client indemnifies the Provider against claims arising from misuse of services or provision of false information.

10. Force Majeure

Neither party shall be liable for failure to perform obligations due to circumstances beyond reasonable control, including natural disasters, pandemics, or government orders.

11. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Commonwealth of Australia and the relevant State or Territory. Any disputes will be subject to the exclusive jurisdiction of the courts of that State or Territory.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements relating to its subject matter.

13. Amendments

Any amendment must be in writing and signed by both parties.

14. Notices

Notices shall be in writing and delivered personally, by pre-paid post, or electronic means to the addresses stated above.

15. Client Acknowledgements

The Client acknowledges understanding the nature, risks, and benefits of the services and consents to receive them under this Agreement.

16. Service Provider's Obligations

The Provider commits to comply with all relevant accreditation and licensing requirements and maintain appropriate insurance coverage.

17. Confidentiality

Each party shall keep confidential information of the other party secure and shall not disclose it except as required by law or consent.

18. Termination Consequences

Upon termination, the Provider will cease services and provide final accounts. The Client shall pay for all services rendered up to termination.

19. Assignment

Neither party may assign this Agreement without prior written consent of the other party.

20. Signatures

This Agreement may be signed in counterparts and by electronic means, each of which constitutes an original and all of which constitute one agreement.

PROVIDER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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