Terms and Conditions

NDIS Plan Management Provider — OPM 18.02.15

The Customer is an NDIS participant, and they or their authorised representative have asked Revigorate Pty Ltd trading as Orange Plan Management (the Provider, we, our and us) to provide plan management services. This Service Agreement documents the terms and conditions for the provision of those services.

1. Context and Parties to Service Agreement

1.1 This Service Agreement is between us and the Customer (you).

1.2 This Service Agreement will commence on the Start Date for the duration of the Customer's association with Revigorate Pty Ltd trading as Orange Plan Management, or until we are notified otherwise in writing by you or your Representative.

1.3 **Representatives:** You can choose someone to help you deal with us. Your Representative may be:

- a person recognised by the NDIA as your plan nominee or child representative;
- a person legally appointed to act for you (for example, a guardian, administrator or attorney);
- your support coordinator, if you have one; or
- a person you nominate yourself by telling us directly, whether verbally, in writing or by email.

1.4 We respect your choice of Representative and how you prefer to communicate. We will deal with your Representative as you ask, and record the nomination, and any limits you place on it, on your participant file. You can change or cancel a nomination at any time by telling us.

1.5 We may ask for evidence of a Representative's identity or appointment. Before acting on an instruction from a Representative who is not your plan nominee, child representative or legally appointed decision-maker, we may check it with you first if it involves changing payment or bank details, a payment or reimbursement to someone other than you or your provider, or an invoice from your Representative's own organisation, or if we have concerns about your safety, wellbeing or the use of your NDIS funding.

1.6 Where we act in good faith on an instruction we reasonably believe comes from you or your Representative, it will be treated as your instruction.

2. Schedule of Supports

2.1 We agree to provide you with the below services:

- Plan Management Financial Administration services

2.2 The supports and their prices are set out in the Schedule of Supports (Appendix A). All prices are GST inclusive (if applicable). The price charged for services will change in line with the NDIS Pricing Schedule (or any replacement NDIA pricing document) applicable for the State or Territory where you reside.

3. Responsibilities of Provider

3.1 Our responsibilities under this Agreement are to:

- Provide financial administration services for your NDIS plan;
- Pay supplier invoices on your behalf;
- Provide monthly statements showing plan expenditure and remaining funds against budget to the email address we are provided;
- Where practicable, notify you, your representative and/or your support coordinator of potential overspend risks via statements and email or phone;
- Assist with ad-hoc requests where possible and appropriate;
- Process reimbursement claims (where appropriate);
- Assist you in your dealings with providers (where appropriate);

- Act in good faith;
- Communicate with you via phone or email;
- Communicate honestly with you in a timely way;
- Treat you with courtesy and respect;
- Work with you to resolve issues, listening to your feedback;
- Protect your privacy and confidential information in accordance with our Privacy Policy.

4. Responsibilities of Participant

4.1 Your responsibilities under this Agreement are to:

- Provide us with supplier invoices (where you receive them directly) on a timely basis;
- Advise us if you engage a new service provider and/or decide to finish services with a provider;
- Advise us if your contact details change;
- Provide us with any information we reasonably request in a timely way;
- Treat us and our team members with courtesy and respect;
- Discuss any concerns about our service with us;
- Advise us if your NDIS plan ends or is replaced by a new NDIS plan;
- Notify us of payment disputes so that we can hold or stop payment to the specified provider;
- Not engage with, or purchase, supports that are not covered by your plan or are best covered by the NDIS;
- Ensure that any reimbursement claim you submit includes a valid tax invoice or receipt and evidence of payment;
- Comply with the NDIS Act, the NDIS Rules and the NDIA's rules, guidelines and requirements that apply to the use of your NDIS funding; and
- Not engage in, or allow anyone acting on your behalf to engage in, fraud or misuse of your NDIS funding. This includes providing false or misleading information, or submitting (or allowing a provider to submit) claims for supports that were not delivered or are not related to your NDIS plan.

4.2 **Suspected fraud, misuse or non-compliance:** If we reasonably suspect fraud or misuse of your NDIS funding, or wilful or attempted wilful non-compliance with the NDIA's rules, by you, your Representative or anyone acting on your behalf, we may end this Service Agreement immediately by notice in writing (see clause 9.2). We may also hold or decline payments while we look into the matter, and report it to the NDIA and/or the NDIS Quality and Safeguards Commission.

5. Payments and Provider Payments

5.1 We will claim directly from the National Disability Insurance Agency (NDIA) fees for the provision of financial administration support on a monthly basis, as set out in the Schedule of Supports, starting from the Start Date of our Agreement until our Agreement is ended by either party.

5.2 Any changes to Plan Management or Capacity Building fees in the NDIS Pricing Schedule (or any replacement NDIA pricing document) will be applied to this Service Agreement.

5.3 With regard to payments that your providers seek from your plan: after these supports are delivered, the service provider (or you) will claim payment for those supports from us by forwarding an invoice to invoices@orangeplan.com.au.

5.4 We will submit claims to the NDIA against your NDIS Plan as indicated by your providers, where we determine the claim falls within your plan and the NDIS guidelines. The NDIA may hold, reject or attempt to reclaim funds where they decide their criteria have not been met; where this occurs, you may need to recover funds from your provider to return these to your plan.

5.5 If there are insufficient funds in the relevant budget of your NDIS plan to pay an invoice, we will let you and the provider know, and you will need to make alternative payment arrangements directly with the provider. You remain responsible for keeping your spending within your plan budgets; our statements and

overspend notifications are provided to help you do this.

5.6 If you pay a provider yourself and ask us to reimburse you, you must provide a valid tax invoice or receipt and evidence of payment. We may contact the provider to confirm the payment, and may decline a reimbursement claim that does not meet NDIA or Australian Taxation Office (ATO) requirements. Where we decline a claim, we will let you know why.

6. Invoice Approval

6.1 You have the option to approve invoices prior to claims being submitted to the NDIA. The invoice approval process is via an automated email to your nominated email address upon entry by our team. Depending on the number of providers you engage, this could result in a high number of invoices requiring approval regularly.

6.2 **By default, invoice approval is enabled** and we will send valid claims from your providers to you for approval as soon as practicable, generally within 2 business days of receipt. Once approved, the claim will be submitted to the NDIA. Invoice payments may be delayed depending on your approval time. If the invoice has not been rejected or otherwise actioned after **14 days**, the invoice will be deemed approved and submitted to the NDIA.

6.3 Should you opt out of invoice approval, it is vital that you monitor your statements (or our portal) for any unrecognised claims so that we can assist you to take appropriate action, such as ceasing payments to the provider, requesting return of funds from the provider and, if required, reporting the provider to the NDIA for fraud.

6.4 You can opt in or out of invoice approval at any time.

7. NDIS Plan

7.1 You agree to provide us with a copy of your NDIS plan support categories and budgets, or a Request for Service (RFS), at the Start Date. Should your NDIS plan change, you agree to advise us as soon as possible. This is important to ensure the services you receive from your providers continue without interruption. Where this is not provided, we will attempt to source this information from the NDIA's systems where it is shared with us.

8. Ongoing Agreement

8.1 Our Service Agreement is ongoing and will cover the current and any future NDIS plans allocated to you.

8.2 We will take reasonable steps to minimise any disruption to your services, including by monitoring the NDIS portal for new plans and setting up your new plan and budgets so that we can continue providing Plan Management services to you.

8.3 You can end this agreement at any time as detailed under section 9, 'Ending this Service Agreement'.

9. Ending this Service Agreement

9.1 Either party may end this Service Agreement by giving the other 28 days' notice in writing. Notice may be waived by the other party at its sole discretion. If either party seriously breaches this Service Agreement, the requirement of notice will be waived. We do not charge any fee for ending this agreement.

9.2 We may also end this Service Agreement immediately, by notice in writing, if we reasonably suspect fraud or misuse of your NDIS funding, or wilful or attempted wilful non-compliance with the NDIA's rules, by you, your Representative or anyone acting on your behalf, as set out in clause 4.2. If we do so, we will tell you (and your Representative, where applicable) in writing, including the reason unless doing so would be unlawful or would prejudice an investigation, and notify the NDIA that we no longer manage your plan.

Transitioning to another Plan Manager

9.3 If you choose to move to another Plan Manager, or if this agreement is otherwise ended, we will work with you, your Representative and, where applicable, your Support Coordinator to make the transition as smooth as possible. We will:

- process valid invoices received before the end date of our plan management services, subject to the funding available in your plan (and, where we have ended this agreement because of suspected fraud, misuse or non-compliance, subject to any payments we are holding);
- provide you with a final statement showing your plan expenditure and remaining funds;
- finalise our Plan Management arrangement with the NDIA as soon as practicable after the end date so that your new Plan Manager can be connected to your plan; and
- advise any provider who sends an invoice to us after the end date that we no longer manage your plan and direct them to you.

10. Limitation of Liability

10.1 Our role is to manage the funding in your NDIS plan. We do not have a contract with, and are not responsible for the services delivered by, the providers you choose. To the extent permitted by law, and except to the extent that we caused or contributed to the loss or damage, we are not liable for any loss or damage you suffer because of:

- the acts or omissions of your providers, the NDIA or any other third party outside our control;
- incorrect, incomplete or out-of-date information given to us by you, your Representative or your providers;
- a claim that is not paid because it does not meet NDIA or ATO requirements, or because there are insufficient funds in your plan; or
- a decision by the NDIA to hold, reject or recover a payment.

10.2 Nothing in this Service Agreement excludes, restricts or modifies any rights you have under the Australian Consumer Law or any other law that cannot be excluded.

11. Feedback, Complaints and Disputes

11.1 If you are not satisfied with an aspect of our services or wish to make a complaint, please contact us by telephone on 1300 611 990 or via email at feedback@orangeplan.com.au. We aim to acknowledge your complaint within 3 business days and to discuss an outcome with you within 7 business days.

11.2 If you are not satisfied, or do not want to talk to us, you can contact the NDIS Quality and Safeguards Commission by calling 1800 035 544 or visiting their website at www.ndiscommission.gov.au.

11.3 If your complaint relates to privacy and you are not satisfied with how we have handled it, you can contact the Office of the Australian Information Commissioner (OAIC) on 1300 363 992 or at www.oaic.gov.au.

11.4 You can ask a family member, friend or independent advocate to help you give feedback or make a complaint. The Disability Advocacy Finder (askizzy.org.au/disability-advocacy-finder) can help you find an advocate near you.

12. Goods and Services Tax (GST)

12.1 For the purposes of GST legislation, the parties confirm that 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 participant's NDIS plan currently in effect under section 37 of the NDIS Act.

13. Privacy

13.1 In providing services to you we may be required to gather some of your personal information. We will only ask for information that is necessary for us to provide services to you.

13.2 We will disclose information to parties for which you have provided consent through this

agreement, or any other party to which you later provide consent. You can amend or withdraw your consent to any party apart from the NDIA at any time.

13.3 To fulfil the requirements of our role, we may disclose relevant information to your providers to facilitate payment of their invoices. For example, we will advise your providers when:

- A support category has been exhausted;
- A specific category is not Plan Managed;
- You have not authorised the invoice;
- Their claim has been held for review by the NDIA.

13.4 To facilitate provider payments, we will also furnish your providers with relevant, non-personal information. This support consists of directing them to official NDIS materials, such as the NDIS Pricing Schedule, practice guidelines, and the official websites for the NDIA and the NDIS Commission.

13.5 Beyond the aforementioned, we will not disclose your personal information to any other party without your consent, except where:

- the disclosure is required or authorised by law, including under the Privacy Act 1988 (Cth) and the NDIS Act;
- we reasonably believe the disclosure is necessary to lessen or prevent a serious threat to the life, health or safety of you or another person;
- we reasonably suspect fraud, misuse of NDIS funding or other unlawful activity, and the disclosure is to the NDIA, the NDIS Quality and Safeguards Commission or another relevant authority; or
- the disclosure is to the NDIA, the NDIS Quality and Safeguards Commission or an approved quality auditor for the purposes of our NDIS registration, or to our professional advisers, insurers and service providers (such as IT and payment providers) who are required to keep it confidential.

13.6 You may also receive informative emails in addition to your monthly statements during your time with us. You can opt out of further communication of this nature by clicking the 'unsubscribe' link in the email received.

14. Changes and General Terms

14.1 **Changes to these terms:** We may change this Service Agreement and our Terms and Conditions by giving you at least 28 days' notice in writing. We may give shorter notice where a change is required by law, results from a change to NDIS pricing, or is not adverse to you. If you do not agree with a change, you can end this Service Agreement under clause 9.1 at no cost. Any change you ask for will apply once we agree to it in writing.

14.2 **Order of precedence:** These Terms and Conditions are to be read together with your Service Agreement – Plan Management (OPM 18.02.12). If there is any inconsistency between them, these Terms and Conditions prevail.

14.3 **Assignment:** We may transfer our rights and obligations under this Service Agreement to another registered NDIS plan management provider (for example, as part of a sale of our business) by giving you at least 28 days' notice in writing. You may end this Service Agreement at no cost during that period. You may not transfer this Service Agreement to another person.

14.4 **Events outside our control:** We are not responsible for delays or failures caused by events beyond our reasonable control, such as NDIA system outages, natural disasters or pandemics. If such an event occurs, we will take reasonable steps to minimise disruption to your services.

14.5 **Severability:** If any part of this Service Agreement is found to be invalid or unenforceable, the rest of it continues to apply.

14.6 **Governing law:** This Service Agreement is governed by the laws of Queensland, and the parties submit to the jurisdiction of the courts of Queensland.

15. Acceptance

15.1 We recognise the diverse circumstances of participants and accommodate various methods for entering into a Service Agreement. Acceptance of an agreement can be communicated verbally, transmitted electronically, or provided in writing. For verbal acceptances, the date and time of the confirmation will be formally logged in your participant file. Likewise, for electronic or written acceptance that does not involve signing the Service Agreement, a copy of your acceptance will be kept on file.

15.2 If you directly endorse us as your provider with the NDIA, we will provide you with a copy of a Service Agreement for your review, using the contact details listed with the NDIA. To prevent any disruption to your supports, services will proceed based on this endorsement. Services will continue uninterrupted unless you formally instruct us or the NDIA to modify or terminate the arrangement.

15.3 **Acceptance by endorsement and use of our services:** If you or your Representative endorse Orange Plan Management as your plan manager with the NDIA (for example, through your NDIA planner, Local Area Coordinator or the my NDIS portal) and you then use our services (for example, by asking your providers to send their invoices to us, or by asking us to pay an invoice or process a reimbursement), we will treat this as your acceptance of this Service Agreement and our Terms and Conditions, even if you have not signed or otherwise confirmed your acceptance. Acceptance takes effect from the date we are endorsed as your plan manager on your NDIS plan.

16. Contact Us

16.1 If you wish to contact us to discuss our terms, please contact us by email at admin@orangeplan.com.au or by phone on 1300 611 990 or 07 3635 7360.

Appendix A. Schedule of Supports

Support Item	Support Item Ref No.	Description	UOM	National	Remote	Very Remote
Plan Management – Monthly Fee	14_034_0127_8_3	A monthly fee for the ongoing maintenance of the financial management arrangements.	Monthly	$104.45		

Document Control

This page records the document control details for these Terms and Conditions and does not form part of the agreement between the Customer and the Provider.

Document title	Terms and Conditions
Document number	OPM 18.02.15
Purpose	The terms and conditions that apply to OPM's plan management services under the Service Agreement (OPM 18.02.12).
Related documents	Service Agreement – Plan Management (OPM 18.02.12); Participant Handbook; Privacy Policy
Document owner	Compliance & HR Manager
Approved by	Patricia Lowmass (Compliance & HR Manager)
Version	2.1
Date approved	4 November 2026
Next review date	4 November 2028 (or earlier if NDIS pricing, legislation or OPM service commitments change)

Document Version History

Version	Date	Summary of changes	Author
1.0	July 2026	July 2026 edition (earlier editions not recorded).	Patricia Lowmass
2.0	17 September 2026	Standard two-column format and document number adopted.	Patricia Lowmass
2.1	4 November 2026	Aligned with Service Agreement v2.2; representative, fraud, liability, exit and general terms added; legal and formatting review.	Patricia Lowmass