



Distil Management

Terms and Conditions

Distil Management Terms and Conditions

Disma Service Pty Ltd, Trading as Distil Management

Terms and Conditions

3. Roles of Parties

3.1. Distil

Distil will provide a range of services to the Client as described in “Schedule 1” to this Agreement Distil agrees to undertake the following:

1. review the provision of services with the Client or their authorised representative at agreed intervals
2. provide services as agreed in Schedule 1
3. provide services in a manner consistent with the National Disability Service Standards
4. abide by all of its policies and practices to ensure good governance in service delivery

Distil, agrees NOT to undertake any of the following:

1. undertake any discriminatory, aggressive or hateful actions
2. consume or distribute any illegal substances
3. consume cigarettes on the client’s property or whilst in the presence of the Client
4. be under the influence of drugs or alcohol in the workplace
5. undertake any other actions that place any Distil clients or staff at risk

3.2. Client

The Client and/or Decision Maker agrees to undertake the following:

1. talk to the Service Contact Person if there are any concerns about the supports and/or services being provided
2. contact the Distil Consultant if further information about the supports and/or service/s is required
3. tell the Distil Consultant if there are changes to any support needs
4. provide completed assessments and plans as necessary for the delivery of service
5. mitigate any Distil identified Work Health and Safety Risks within the home when Distil staff are visiting the home
6. comply with all Distil policies and procedures of which they have been made aware
7. treat Distil staff, resources and property with respect
8. pay all relevant fees and/or invoices on time. Failure to do so may result in relevant service/s being suspended or cancelled until the fees/invoices have been paid in full

The Client and/or Decision Maker, agrees NOT to undertake any of the following:

1. directly employ any current Distil staff without the prior written approval of Distil
2. undertake any discriminatory, aggressive or hateful actions
3. consume or distribute any illegal substances
4. consume cigarettes on Distil property or whilst in the presence of Distil staff
5. consume drugs or alcohol in a manner that puts any Distil clients or staff at risk
6. undertake any other actions that place any Distil clients or staff at risk

3.3. Client Decision Maker Makers

In Schedule 2 the Client may nominate Decision Makers to act on their behalf. Where an Decision Maker is nominated, Distil will take any instructions from that Decision Maker regarding relevant Client matters as though they were issued by the Client themselves.

The Funding Decision Maker may only make instructions related to funding, payment and financial matters and shall be bound by all terms and conditions that affect those instructions including but not limited to clauses 4, 7, 8, 9, 10, 12 & 13.

The Non-Funding Decision Maker may only make instructions that are not related to funding, payment or financial matters and shall be bound by all terms and conditions that affect those instructions including but not limited to clauses 7, 8, 9, 10 & 13.

The Decision Maker may make instructions related to any aspect of this Agreement. Decision Makers are bound by all terms and conditions as if they were the Client.

4. Financial Arrangements

Distil will invoice the Client or the Client's nominated Funding Decision Maker at least monthly for the services provided at the rates specified for each service in Schedule 1. Payment will be made in arrears within 14 days.

Distil will claim payment for the provided services directly from the relevant funder wherever possible and will not invoice the Client directly in such cases. In this event both Distil and the Client shall be bound by all terms of this agreement as though the service had been charged directly to the Client.

The Client must inform Distil whenever any funding streams change, including but not limited to, changes to NDIS plans or transitions into NDIS funding.

4.1. Loss and Damage

The Client will make Distil aware as soon as practicable of any loss or damage to Distil property.

The Client is liable for the loss of or malicious damage to any Distil property. Distil at its sole discretion will charge the Client for the repair or replacement of any such loss or malicious damage in addition to the normal service charges.

Distil will not be held liable for any loss and/or damages to Client property except as covered under clause 9 ("Liability").

4.2. Survivability

Any outstanding costs arising from this Agreement remain payable and will survive termination (for whatever reason) of this Agreement.

Distil reserves the right to terminate this Agreement in part or in whole where a Client fails to pay for provided services within the specified time period. Additionally, Distil may take any legal actions to recover any unpaid monies.

4.3 Price Variation

If for any reason a funder increases the claimable amounts that may be charged for a particular service and where charging that amount will not decrease the amount of deliverable hours to the Client, Distil retains the right to charge the new rate without issuing a revised Schedule 1 to the Client for the time remaining on the Agreement.

5. Variations

The Client may vary the contracted services as defined in Schedule 1 through discussion with the Distil Senior Consultant. Where the variation results in cancellation of a service this must be undertaken in accordance with clause 6 ("Cancellation"). Distil will not deny any reasonable request to vary the contracted services unless it adversely affects any aspect of the Individual Plan, so long as such variations are a normal part of the Distil service offerings.

Distil may vary the contracted services as defined in Schedule 1 at any time for any reason including but not limited to an increase in hourly rates. Where relevant this will be done in accordance with any government funding agreements.

All variations to Schedule 1 must be given in writing to the Client with at least 14 working days' notice unless otherwise specified within clause 6 ("Cancellation").

A revised Schedule 1 will be issued to the Client when any variations are effected.

6. Cancellation

Distil may from time to time cancel an agreed appointment due to unforeseen circumstances. On such occasions the Client will not be charged, and every effort will be made to schedule a new appointment at a time suitable to the Client. However, the Client recognises that this may not always be possible.

The Client may cancel a service booking by providing the Distil consultant with a minimum of 48 hours' notice. This notice may be provided in person, by telephone, in writing or email but must be received by the service contact person at least 48 hours prior to the service appointment time.

Distil understands that a client may need to cancel an appointment with Distil due to unforeseen circumstances, for example illness, in such cases please speak with your consultant about alternative arrangements/rescheduling.

6.1. Failure to Cancel Appointments

Any scheduled appointments that are not attended by the Client and have not been cancelled with at least 48 hours prior notice may be charged for up to 90% of the scheduled hours at the hourly rate for that service as specified in Schedule 1. Where this charge is unable to be billed from government funding sources (such as NDIA plans) the Client may be personally liable for this charge at the discretion of Distil.

7. Confidentiality & Privacy

7.1. Confidentiality

No Confidential Information may be disclosed by either Party to any person except:

1. authorised representatives of the recipient of the Confidential Information or its Related Entities requiring the information for the purposes of this agreement; or
2. with the consent of the Party who supplied the information which consent may be given or withheld in its absolute discretion; or
3. if either Party is required to do so by law; or
4. if Distil believes the Client to be at risk of abuse or neglect as defined by clause 11 (“Safeguarding”); or
5. if either Party is required to do so in connection with legal proceedings relating to this agreement.

7.2. Privacy

Distil agrees, with respect to any personal information held or collected in connection with this agreement:

1. to comply with the National Privacy Principles in the Privacy Act 1988 (Cth) and any other applicable law regarding privacy;
2. to use that information only for the purposes of this agreement and the delivery of the services defined in Schedule 1.
3. Only share information with other parties as agreed to by yourself or your representative as outlined in Schedule 4.

7.3. Termination

This clause 7 (“Confidentiality & Privacy”) will survive termination (for whatever reason) of this Agreement.

8. Dispute Resolution

8.1. Negotiation

Any Party (“Initiating Party”) claiming that a Dispute has arisen must give the other Party (“Recipient Party”) a notice setting out brief details of the Dispute (“Dispute Notice”). Within five business days of receiving a Dispute Notice, the Recipient Party must give the Initiating Party a response. If the Parties are unable to agree to a resolution to the Dispute within a reasonable period, the Initiating Party will be entitled to proceed to mediation.

8.2. Mediation

If the Dispute is not resolved in accordance with clause 8.1 above, the Parties must refer the Dispute to an independent mediator accredited under the National Mediation Accreditation System. The mediator will be appointed through the designated Mediation Service as defined in Schedule 2.

8.3. Location of Mediation

Any mediation is to be conducted in Perth, Western Australia.

9. Liability

To the maximum extent permitted by law, in no event will Distil be held liable for any direct, indirect, punitive, incidental, special, consequential or any other damages whatsoever including, but not limited to, damages arising out of or in any way connected with the provision of or failure to provide services, or for any information or advice obtained from Distil staff, whether based in tort, contract, negligence, strict liability or otherwise, even if Distil or any of its Decision Maker Makers and/or suppliers have been made aware of the possibility of damages.

10. Termination

Either Party must provide the other Parties with a minimum of 20 working days' notice prior to the termination of a contracted service unless otherwise defined by Schedule 1. The notice may be provided in person, by telephone, in writing or an email addressed to the service contact person.

Any individual contracted service may be terminated without affecting the other contracted services as defined in Schedule 1 and this Agreement will remain in force so long as at least one service remains contracted.

Distil may terminate this entire agreement or specific contracted services provided under this agreement with immediate effect if:

1. the Client moves out of the area covered by the service
2. the Client's needs change and the service is no longer appropriate or able to meet the Client's needs as agreed between both Parties
3. the Client no longer has funding for the service
4. the Client fails to meet any responsibilities as outlined in this Agreement; or,
5. Distil is no longer able to deliver the service for any reasons

Where no Termination Date is specified this Agreement shall automatically terminate twenty-four (24) months from the Commencement Date.

11. Safeguarding

Where Distil has reason to believe that the Client may be a victim of Abuse or Neglect it will undertake all necessary actions, in line with policy, practice and law, to ensure the matter is investigated and resolved in the most expedient and appropriate manner. Clauses 7.1 and 7.2 notwithstanding Distil reserves the right to use all available information and resources within any investigations or legal actions in order to prevent any Abuse or Neglect of the Client.

12. Travel and Transportation

All travel and transportation shall be billed in accordance with the relevant funding body guidelines (eg. NDIS) and Schedule 1. The Client accepts personal liability for any travel or transportation charges that are unable to be recovered by funding bodies for any reason whatsoever.

13. General

13.1. Governing Law

This Agreement is governed by the laws of Western Australia.

13.2. Entire Agreement

This agreement constitutes the entire agreement of the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

13.3. GST

Where GST is imposed on a supply under this Agreement, the recipient of the supply on receipt of a tax invoice must pay to the supplier an additional amount equal to the GST imposed on the supply.

13.4.

Definitions

Abuse - the violation of an individual's human or civil rights, through the act or actions of another person or persons. This includes self-harming by the Client on themselves.

Decision Maker Makers - the people who the Client has nominated to act on their behalf as defined in Schedule 2.

Authorised Representative - anyone who is a legal guardian, or has been defined as a Client Decision Maker in clause 3.3 of this Agreement.

Client - the person(s) named in "Client Name" in clause 2.2 ("Client Details") to whom Distil is providing the service(s) under this Agreement as defined in Schedule 1.

Confidential Information - any information concerning a party that is not publicly available or otherwise obtainable by a third party.

Individual Plan - the document that is agreed between Client and Distil and defines the outcomes desired by the Client from the services provided by Distil.

NDIA - the National Disability Insurance Agency

Neglect - the harm caused as a result of the failure of those responsible for the care of children

or vulnerable adults, including but not limited to the provision of support, food, shelter, clothing or hygienic living conditions.

Distil Property - Any fixed, portable or electronic assets owned by Distil, including but not limited to, buildings, vehicles and equipment.

Consultant - the Distil staff member who is nominated to act as the primary liaison between Distil and the Client on all service related matters.



Distil Management

Terms and Conditions

Non-Face to face Contact charges – Under NDIS Pricing Arrangements and Price Limits, Distil can claim for non-face to face services as long as the charge directly relates to service delivery, for example phone calls, emails labour and non-labour travel.