



Plan Hero Plan Management

# Registration Form

Complete the form below, sign and send back to [hello@planhero.com.au](mailto:hello@planhero.com.au)

## PARTICIPANT DETAILS

Full Name:

Date of Birth:  Pronouns:  She/Her  He/Him  They/Them

Address:

Email:  Phone:

Primary Disability:

Do you (the participant) identify as Aboriginal or Torres Strait Islander?  Yes  No

Do you require an interpreter?  Yes  No Language Spoken:

## AUTHORISED REPRESENTATIVE DETAILS

Where the Participant has an Authorised Representative (including a parent / carer), please provide details:

Full Name:

Relationship to participant:

Pronouns:  She/Her  He/Him  They/Them

Email:  Phone:

Do you require an interpreter?  Yes  No Language Spoken:

## COMMUNICATION PREFERENCES

How would you like us to communicate with you?  SMS  Phone  Email

How often do you want to hear from us?

I would like a quarterly check in  I will contact my plan manager if I need help



Plan Hero Plan Management

# Registration Form

## NDIS PLAN

NDIS Number:

Plan Start Date:  Plan End Date:   
DD/MM/YY

Do you have 'Improved Life Choices' in your plan?  Yes  No

If no, how is your plan being managed?  NDIA-managed

Are you currently with another plan manager?  Yes

If yes, who is your current plan manager?

## SUPPORT COORDINATOR DETAILS

Only complete this section if you currently have a Support Coordinator

Full Name:

Address:

Email:  Phone:

Do you want to give your Support Coordinator access to your claims portal?

Do you want to give your Support Coordinator permission to approve claims?

## INVOICING APPROVAL

How would you like your invoices approved? (only select ONE option)

- Plan Hero pays my invoices automatically**  
*This means that we will submit each invoice to the NDIA automatically for claiming on your behalf, whether this is sent from yourself or a provider. You can keep up to date with your spend and funding via our portal and we will send you monthly statements so you can see what claims we have paid on your behalf.*
- I want to approve each of my invoices manually**  
*You will receive an email to approve every invoice on our claim portal before we submit it to the NDIA on your behalf. You will have up to 7 days to approve or reject the claim online so we can follow this up on your behalf, after which the claim will be automatically submitted for claiming.*

# Plan Hero Plan Management Service Agreement



## Terms

This Service Agreement ("Agreement") is made between

**we, us or our** Plan Hero Pty Ltd (ACN 609 836 679)  
Address: 602/180 Ocean St, Edgecliff NSW 2027 Email:  
hello@planhero.com.au

**Participant, you or you** - outlined in Registration form: Participant Details

**OR**


**Authorised Representative** - outlined in Registration form: Authorised Representative Details

*If you are signing this document as the Authorised Representative of a Participant who does not have legal capacity, in the Agreement, the word "you" means you and the Participant. You understand that you will be responsible for all the obligations set out in this Agreement. You must let us know if you are no longer acting as an Authorised Representative of the Participant.*

*You are also responsible for managing the Participant's NDIS Plan including ensuring there is sufficient funding for the Plan Management Services and that the Plan Management Services are in line with the Participant's NDIS Plan.*

## EXECUTION OF THIS SERVICE AGREEMENT

Executed by Plan Hero Pty Ltd (ACN 609 836 679) in accordance with section 126 of the Corporations Act 2001 (Cth), by its duly authorised agent:

  
.....  
Signature  
Director  
.....  
Position

Bianca Shapiro  
.....  
Name (Print)  
01/07/25  
.....  
Date

### Signed by participant

.....  
Name of participant  
.....  
Signature of participant  
.....  
Date

### Executed by the Authorised Representative on behalf of the Participant:

.....  
Name of Authorised Representative  
.....  
Signature of Authorised Representative  
.....  
Date

### Endorsement Details

Plan Hero Pty Ltd  
Provider#: 4050079575  
ABN: 43 641 197 659

### Contact Details

hello@planhero.com.au  
support@planhero.com.au  
1300 599 770

# Plan Hero Plan Management Service Agreement



## Details

### Term

This Agreement starts on the date it is signed by you and continues unless it is ended (see "How you can end this Agreement" in the terms and conditions). You or we can end this Agreement by providing the other person with 14 days' notice in writing.

### Plan Management Services

This means the services we provide to you and include:

- processing and paying invoices on your behalf (which are in line with your NDIS Plan) in accordance with the NDIS Operational Guidelines for Plan Management;
- tracking your expenditure against your NDIS Plan;
- providing monthly statements of expenditure and available funding;
- communicating with your Service Providers with relation to any issues with invoices; and
- access to our Plan Hero team to assist with questions relating to your NDIS Plan and our Plan Management Services.

### Price

The Price for our Plan Management Services consists of a:

- We will charge the monthly administration fee for every month we provide you with the Plan Management Services (Monthly Administration Fee).

The Price is set out in the table below:

Monthly Administration Fee
\$104.45 (National)

*All our prices for plan management are in accordance with the current NDIS Price Guide for applicable services. The Price may change from time to time when there are changes to the Price Guide. We will let you know if there is a change in the Price. If you do not agree with a Price increase, you can terminate our Plan Management Services and this Agreement.*

### Our Disclosures

Please read this Agreement carefully before you sign. We draw your attention to the fact that:

- under this Agreement, you authorise us to act as your financial intermediary and pay invoices for the purpose of managing your NDIS Plan;
- you must nominate us a participant endorsed provider in PACE so we can provide you with the Plan Management Services;
- we will handle your personal information in accordance with our privacy policy, available at <https://planhero.com.au/privacy-policy/>

# Plan Hero Plan Management Service Agreement



- we may amend the Price by providing you with written notice. If you do not agree to this, you may terminate the Agreement;
- subject to your Consumer Law Rights:
- (in respect of any failure by us to comply with relevant Consumer Law Rights) our liability is limited (at our discretion) to supplying the Plan Management Services again or paying the cost of having the Services supplied again; and.
- our aggregate liability for any liability arising from or in connection with this Agreement will be limited to the Price paid by you to us in respect of the supply of the relevant Plan Management Services to which the liability relates.
- This Agreement does not intend to limit your or the Participant's rights and remedies at law, including any Consumer Law Rights.

## Terms & Conditions

Plan Hero is a plan manager. This means that we act as a financial intermediary and pay invoices on your behalf. We look forward to providing you with our Plan Management Services. This document sets out how we will provide our Plan Management Services to you and your rights and obligations. If you are signing this document as the Authorised Representative of a Participant, the word "you" means you and the Participant.

### 1 Accepting this Agreement

- 1.1 In order for us to start providing you with the Plan Management Services, you need to accept this Agreement. If you do not understand this Agreement, you can let us know and we will explain it to you. You can also ask a friend or a trusted person to explain this Agreement to you. This is a legal document and you should not accept it unless you are sure you understand.
- 1.2 You can accept this Agreement:
  - a) by signing it;
  - b) by asking us to start providing you with the Plan Management Services; or
  - c) by letting us know in your preferred mode of communication that you have read and accept this Agreement.
- 1.3 **NDIA Appointment:** If the NDIA appoints us as your plan manager, this Agreement will apply to the Plan Management Services that we provide to you and will continue until the NDIA tells us that we are no longer your Plan Manager.
- 1.4 **Authorised Representatives:** If you are signing this Agreement as an Authorised Representative, you understand that you will be responsible for all the obligations set out in this Agreement. You are also responsible for managing the Participant's NDIS Plan including ensuring there is sufficient funding for the Plan Management Services and that the Plan Management Services are in line with the Participant's plan. You must let us know if you are no longer acting as an Authorised Representative of the Participant.

### 2 Changes to this Agreement

- 2.1 We may sometimes make changes to this Agreement. We will let you know by email or by putting a notice online if anything will change. You can ask us to explain the changes. If you are not happy with the changes, you can ask us to stop acting as your plan manager.

### 3 Your NDIS Plan

- 3.1 In order to provide you with Plan Management Services, we need to have access to your NDIS Plan. We will try and access your plan via the NDIS portal or PACE.
- 3.2 If we cannot access your NDIS Plan for any reason, we can ask you to show us a copy of your NDIS Plan. You do not have to show us a copy, but if you don't, but we may not be able to provide you with the Plan Management Services.

# Plan Hero Plan Management Service Agreement



## 4 What we must do

4.1 In our role as your plan manager, we will:

- provide you with the Plan Management Services in a professional and respectful manner;
- comply with the NDIS Code of Conduct and all applicable laws;
- confirm your chosen invoice approval process;
- work with you or your Support Coordinator (where applicable) to support your budget management;
- maintain honest, transparent communication with you;
- actively manage and disclose all conflicts of interest; and
- treat you with courtesy and respect.

4.2 As a plan manager, we act as your financial intermediary only. This means that:

- we advise you if you are about to run low on funding but it is your responsibility to ensure that you read and understand the monthly statements that we provide to you;
- we cannot pay any invoices which are not in line with your NDIS Plan;
- we can also ask you for evidence that an invoice is for something which is an NDIS Support such as a letter from your occupational therapist (OT); and
- we can ask you for more information before we pay an invoice.

4.3 Reimbursements: you can also submit invoices for us to reimburse if you have incurred and paid for certain expenses such as consumables. We can ask you to provide proof that you have actually spent the money

## 5 What you must do

5.1 You must nominate us as a participant endorsed provider in PACE (if applicable).

5.2 You agree to:

- review your monthly statements, monitor your spending, and raise any concerns quickly;
- let us know if any of your personal details such as your address or contact details change;
- let us know you prefer to communicate and if you need assistance with communication;
- promptly let us know if you end services with a Service Provider or change Support Coordinator;
- use our Plan Management Services honestly without engaging in any illegal activities;
- be polite and respectful to our staff. If you engage in rude, aggressive, dangerous or threatening behaviours we can stop providing you with the Plan Management Services; and
- provide us with information which is true and accurate. If you give us false information, we may not be able to help you. We will not be liable if anything happens to you because you have not disclosed important information.

## 6 Payment of Service Provider invoices

### Processing Invoices

6.1 You can send us invoices to pay or you can tell your Service Providers to send the invoices to us directly.

6.2 When we receive the invoice, we will look at the invoice and see if it is in line with your NDIS Plan. We can ask you for more information.

### Authorising invoices

6.3 You must promptly let us know if you are contesting or querying an invoice which has been submitted by a Service Provider. We will process all submitted invoices unless you tell us not to.

### Price Limits for services and goods you buy

6.4 You understand and agree that the NDIS has set out price limits and conditions of claiming for certain supports which are listed in the Price Guide.

6.5 We cannot pay your Service Providers for any services that you book or goods you purchase which are not in line with the price limits set out in the Price Guide

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- 6.6 In certain circumstances, you may be able to personally pay the difference between the price charged by a Service Provider and the price reimbursed by the NDIS. This is known as a “gap payment”. If you choose to pay the gap payment, you must pay the Service Provider personally for the difference and we will reimburse the Service Provider in accordance with price limit set out in the Price Guide.

## Invoices

- 6.7 We can refuse to process invoices which are not in line with your NDIS Plan.
- 6.8 Even if we process an invoice, the NDIA may refuse to pay the invoice. The NDIS will check the invoices that are submitted for payment. If the NDIS thinks that the invoice is not ok, or should not be paid for using your NDIS plan, they can refuse to pay it. They can also ask you to pay back any money that was paid from your NDIS Plan for services if they think those services were not in line with your NDIS Plan.
- 6.9 If the NDIA audits your plan and decides a claim was not reasonable or necessary under your NDIS plan, and asks us to pay the money back, you agree to repay that amount to us. If the service or item and it's later found to be ineligible, the responsibility for repaying the funds will be passed on to you.

## Managing your funding

- 6.10 As your Plan Manger, we do not book services on your behalf.
- 6.11 It is your responsibility to manage your budget. You must read the monthly statements we send you so you can see how much funding you have left. We are not able to put funds aside for a particular Service Provider and we cannot guarantee that you will have funding available to pay a particular Service.
- 6.12 If you book services which are not NDIS Supports and not in line with your NDIS Plan, or if your funding has been exhausted, you may be responsible for paying the Service Providers yourself. You can seek clarification from your Support Coordinator, your Local Area Coordinator or the NDIS if you are not sure if a service or item you would like to purchase is allowed under your NDIS Plan.

## **7 Your Service Providers**

- 7.1 You understand that:
- you are responsible for choosing Service Providers that will provide you with a range of services; and
  - you must promptly let us know if you have terminated or ended your agreement with a Service Provider.
- 7.2 You understand that Service Providers may ask you to enter into agreements with them in relation to the services that they provide.
- 7.3 We are not responsible for the acts and omissions of the Service Providers you engage. It is your responsibility to select Service Providers that suit your needs.
- 7.4 As you are plan managed, you can select to use both registered and non-registered Service Providers. You can also negotiate the price of the services they provide.

## **8 Goods and Services Tax (GST)**

- 8.1 Some services provided to Participants funded by the NDIS are free from GST provided that all requirements are met and the Plan Management Services are listed as a supply covered by one of the tables in the A New Tax System (Goods and Services Tax) (GST free Supply—National Disability Insurance Scheme Supports) Determination.
- 8.2 For the purposes of A New Tax System (Goods and Services Tax) Act 1999 (Cth) and associated rules and regulations, you warrant and agree that:

# Plan Hero Plan Management Service Agreement



- the Plan Management Services provided by us 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 NDIS Act, and in the Participant's NDIS Plan; and you will only receive supports under this Agreement while the Participant has a current NDIS Plan; and
- you will immediately notify us of any changes to the Participant's NDIS Plan including if the Participant no longer has a NDIS Plan.

8.3 You agree that GST may be payable, if you are personally paying for the Plan Management Services and not using funding provided under the NDIS. When applicable, GST payable will be clearly shown on our invoices. You agree to pay us an amount equivalent to the GST imposed on these charges. "GST" has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## 9 How we handle the information you give us

- 9.1 You can find information on the way we handle personal information by reading our privacy policy on our website. If you want a copy, please let us know and our staff can email one or send you one in the post.
- 9.2 If you want us to discuss your needs with another person such as a family member or a Support Coordinator, we will ask you to sign a form or send us an email letting us know the person's details. Unless we have your consent, we will not discuss your needs or your supports with a third person unless this is allowed under law.
- 9.3 You understand that as part of providing you with the Plan Management Services, we will have to communicate with your Service Providers to process the invoices submitted on your behalf. This is part of the Plan Management Services we provide. We will only disclose your personal information to Service Providers if it is necessary for us to provide you with the Plan Management Services as set out in our privacy policy.
- 9.4 You understand that we also have mandatory reporting obligations under law. We must report to the NDIS Quality Safeguard Commission serious incidents (including allegations) arising in the context of NDIS supports or services.

## 10 Conflicts of interest

- 10.1 We agree that we will act in your best interests and promote your right of self determination, choice and control.
- 10.2 In order to do that we will avoid participating in Sharp Practices. We will also provide you with transparent and factual information and advice about which supports are best suited to your needs.
- 10.3 We will let you know if we have any actual, potential or perceived conflicts of interest and provide you with a declaration setting out information about the conflict of interest.
- 10.4 From time to time, we may refer you to other service providers. Some of these providers may have the same owners as our business. If you receive services from any of these related businesses, we will explain that this may cause a conflict of interest. If you choose to engage us to provide the Plan Management Services as well as the services of a related business, we will provide you with a conflict of interest declaration form to sign.

## 11 The Australian Consumer Law and Liabilities

- 11.1 We are providing you with personal Plan Management Services. As such you are entitled to the protections given under the Australian Consumer Law. Nothing in this Agreement restricts or changes your rights as a consumer under the Australian Consumer Law. We don't make any extra promises about our services beyond what is in this Agreement. If something goes wrong, our maximum liability is limited to the Price that you have paid us in the last six months unless the law says we must be liable.

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- 11.2 Unless we have been negligent, we are not responsible and are not liable to you:
- if you continue to book services with Service Providers when you do not have funding left in your NDIS Plan; or
  - If the NDIA rejects an invoice for a service or good you have purchased; or
  - If you have booked services or purchased goods which are not an NDIS Support or not in line with your NDIS Plan,
- and you understand that you may have to pay for those services or goods with your own money.

## 12 What you can do if you want to complain

- 12.1 If you want to make a complaint about one of our staff members you can contact us by:

**Phone:** 1300 599 770

**Email:** support@planhero.com.au

**Online:** www.planhero.com.au/contact-us

We will be in contact for more information about your complaint and to try and resolve it.

- 12.2 If you are not happy with the way we address your complaint, you can complain to the NDIS Commissioner or directly to the NDIA as follows:

### **NDIA**

**Phone:** 1800 800 110 or TTY 133 677 National Relay Service - ask for 1800 035 544

**Online:** www.ndis.gov.au

### **NDIS Quality and Safeguarding Commission**

**Phone:** 1800 035 544

**Website:** www.ndiscommission.gov.au

## 13 How you can end this Agreement

- 13.1 **By you:** You can ask us to stop providing you with Plan Management Services at any time. You must let us know in writing and give us 14 days' notice. You do not have to give us any notice if you do not agree to a Price change or if you have made a complaint which has not been resolved to your satisfaction.
- 13.2 **By us:** We can tell you that we will no longer provide you with the Plan Management Services by letting you know in your preferred manner and by giving you 14 days' notice. You can ask us for more notice if you need more time to find an alternative plan manager. We can also stop providing you with the Plan Management Services with no notice, if you have put our staff at risk or if you have run out of funding to pay for the Plan Management Services.
- 13.3 Upon termination of this Agreement:
- we will stop providing you with our Plan Management Services;
  - we will invoice for the month in which the Plan Management Services have been terminated, as we have to process invoices which have been submitted;
  - we will invoice for all Plan Management Services provided; and
  - where necessary, we can provide a handover to your new plan manager.

## 14 Emergencies

- 14.1 We are committed to providing support to you (or the Participant) without interruption throughout the term of this Agreement, including in the event of an emergency or disaster. Where changes or interruptions to the Plan Management Services are unavoidable, you will be notified and alternative arrangements will be explained and agreed upon, with a key focus on minimising the impact to you (or the Participant).
- 14.2 You agree that if you have a medical emergency when we are providing you with the Plan Management Services or if we are concerned about your welfare, that we may call emergency services. We are not responsible for any costs you incur due to us calling emergency services.

# Plan Hero Plan Management Service Agreement



## 15 Audits

- 15.1 You understand that we are a registered NDIS provider, and we have legal obligations to participate in audits and reviews carried out by the NDIA or the NDIS Quality and Safeguarding Commission. We can ask you if you would like to consent to be involved in an audit. You can refuse to participate, and you can opt out at any time. You understand that if you agree to participate in an audit that the NDIS Auditor can access your records and may want to have a conversation with you.

## 16 Other important information

- 16.1 **Amendment:** Amendments to this agreement, or the Plan Management Services, must be in writing and agreed by both of us.
- 16.2 **Governing Law:** This Agreement is governed by the laws of New South Wales. Each Party submits to the exclusive jurisdiction of the courts operating in New South Wales.

## 17 What some words mean in this Agreement

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule, and:

**Agreement** means these terms and conditions and any schedules, annexures or documents attached to, or referred to in the agreement.

**Australian Consumer Law** means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*, as amended, from time to time.

**Authorised Representative** means a person acting as the plan, payment or parent nominee or a person who has been authorised by the Participant to either represent them with the NDIS and who is recorded with the NDIS as being a representative or who is the parent, legal guardian or who holds a legal power of attorney in relation to the Participant.

**National Disability Insurance Agency or NDIA** means the independent government organisation responsible for the management and operation of the NDIS.

**National Disability Insurance Scheme or NDIS** means the national disability insurance scheme developed by the Australian Government under the *National Disability Insurance Scheme Act 2013 (Cth)*, to assist people with disabilities to obtain support services.

**NDIS Code of Conduct** means the NDIS Code of Conduct published by the NDIS Commission as updated from time to time, a copy of which can be located at this URL:

<https://www.ndiscommission.gov.au/about/ndis-code-conduct>

**NDIS Number** means the participant number assigned to you by the NDIS.

**NDIS Plan** means the plan approved by the NDIS that sets out the funding that a Participant is entitled to received and a description of the Plan Management Services that have been funded.

**New NDIS Plan** means a new NDIS Plan which has a new commencement date and is not an extension of an existing NDIS Plan.

**PACE** means the customer relationship management system used by the NDIS.

**Participant** means the person who is receiving the Plan Management Services.

**Plan Management Services** means the services we agree to perform under this Agreement, as further particularised in the Schedule and Annexures.

**Price Guide** means the current version of the document entitled NDIS Pricing Arrangements and Price Limits, a copy of which can be located at this URL: <https://www.ndis.gov.au/providers/pricing-arrangements>.

**Price** means the price set out in the Schedule or any Order, as adjusted in accordance with this Agreement.

**Service Providers** means any provider (apart from us) which you engage to provide you with services using funding from your NDIS Plan.

**Sharp Practices** means business practices that may in a technical sense be legal but are unethical or dishonest, and includes a range of practices involving unfair treatment or taking advantage of people, including over-servicing, high pressure sales and inducements.