

## NDIS Service Terms

**Legal Entity:** GEM Services Group Pty Ltd (ABN 74 611 793 983)

**Trading Name:** Magnum Support Services

**Registered NDIS Provider:** 4050046544

**Office Address:** Suite 22, 797 Plenty Road, South Morang VIC 3752, Australia

**Email:** [office@magnumsupports.com.au](mailto:office@magnumsupports.com.au)

**Plan Management Email:** [pm@magnumsupports.com.au](mailto:pm@magnumsupports.com.au)

**Website:** [www.magnumsupports.com.au](http://www.magnumsupports.com.au)

### Summary

This Service Agreement outlines how Magnum Support Services will deliver supports under your NDIS Plan. It sets out what you can expect from us, and what we need from you, so that your supports run smoothly, safely, and in line with NDIS Practice Standards.

### Key Points:

- We work with you to provide supports that help you achieve your NDIS goals.
- You can end or change this agreement at any time with 28 days' written notice.
- We handle your information safely and privately.
- You have the right to provide feedback or make complaints without fear of negative consequences.
- All charges follow the current NDIS Pricing Arrangements.
- We encourage open communication to make sure your services suit your needs.

## 1. About Magnum Support Services

GEM Services Group Pty Ltd, trading as **Magnum Support Services**, is a registered NDIS provider offering services under the National Disability Insurance Scheme (NDIS).

Our goal is to provide safe, reliable, and person-centred supports that promote independence, dignity, and wellbeing.

**Wise Healthcare** is a partner organisation that supports the operational management and administration of **Magnum Support Services**. Communications sent to [office@magnumsupports.com.au](mailto:office@magnumsupports.com.au) may be responded to by the Wise Healthcare team who assist in coordination and service delivery on behalf of Magnum.

## 2. Privacy and Confidentiality

We collect, store, and use your personal information in line with Australian privacy laws and our internal Privacy Policy.

Your personal information may include contact details, health or medical information, photos, or documents related to your supports.

This information helps us deliver the right care and meet our legal obligations.

- Your information is stored securely in Australia, and when necessary, on secure overseas servers.
- Records are kept for a minimum of **seven (7) years** after you stop receiving services, or longer if required.

- You have the right to request access to, correction of, or deletion of your information where legally allowed.
- We may share information only when required by law, in emergencies, or with your consent.

If you'd like to review our Privacy Policy, please visit our website or ask us for a printed copy.

### 3. Consent to Share Information

By accepting this Service Agreement, you give permission for Magnum Support Services to:

- Collect, use, and share your information with relevant parties involved in your care, such as health professionals, support coordinators, or the NDIA.
- Communicate with third parties where necessary to coordinate services, make payments, or ensure safety.

We will only share information that is relevant to your supports and will always act in line with privacy legislation.

You can withdraw your consent at any time by contacting us in writing.

### 4. Policies and Procedures

All clients agree to follow our policies, which include:

- Entry and Exit Policy
- Participant Induction Pack (Easy Read)
- Feedback and Complaints Policy
- Privacy and Confidentiality Policy
- Advocacy and Safeguarding Policy
- Violence, Abuse, Neglect, Exploitation & Discrimination Policy

You can find these policies on our website or request printed copies.

Policies are reviewed annually to ensure they meet the **NDIS Practice Standards** and current legislation.

### 5. Conflict of Interest

Magnum Support Services, in collaboration with Wise Healthcare and any affiliated partner organisations, recognises and actively manages actual, perceived, and potential conflicts of interest in accordance with the **NDIS Practice Standards**, **NDIS Code of Conduct**, and **NDIA Terms of Business**.

Due to the operational relationship between Magnum Support Services, Wise Healthcare, and associated entities, and the potential provision of multiple supports to a participant, situations may arise where a conflict of interest exists or may be perceived to exist.

Where Magnum Support Services and/or its partner organisations provide more than one type of support to you (including but not limited to Plan Management, Support Coordination, Core Supports, Allied Health, SIL, SDA, STA, MTA, or other funded supports), we will:

- Disclose any actual, perceived, or potential conflict of interest in a clear and timely manner
- Explain the nature of the relationship and how it may impact service delivery
- Provide information about alternative providers and available service options
- Ensure that all decisions are made in your best interests and promote choice and control

- Implement internal controls and separation of responsibilities where required

Further details regarding conflict of interest, including the relationship between Magnum Support Services and its partner organisations, are outlined in the **Conflict of Interest Annexure**, which forms part of this Service Agreement.

By entering into this Service Agreement, you acknowledge that:

- You have been informed of any relevant conflict of interest
- You understand the relationship between Magnum Support Services and its partner organisations (including Wise Healthcare)
- You have been provided with information about alternative providers
- You have had the opportunity to ask questions or seek independent advice
- You have made an informed and voluntary decision to proceed with services

## 6. Contractor Responsibilities

Magnum Support Services agrees to:

- Include you, your family, and relevant parties in all key decisions.
- Deliver supports that are safe, respectful, and aligned with your NDIS plan.
- Communicate openly and in a timely manner.
- Notify client &/or relevant parties of any changes to services or schedule.
- Provide incident or complaint updates when relevant.
- Review your supports at least once every 12 months or sooner if your needs change.
- Engage qualified staff, contractors, or partner organisations where required to deliver your supports.

## 7. Client Responsibilities

You agree to:

- Treat staff, contractors, and other participants with respect and courtesy.
- Provide a safe environment for staff to work in.
- Lock away the pets when necessary for workers to efficiently provide services
- Notify us at least **7 days in advance** if you need to cancel or reschedule supports.
- Inform us promptly if your NDIS plan, funding, or personal circumstances change.
- Provide accurate information about risks, needs, or goals.
- Follow the **NDIS Code of Conduct** in your interactions with workers.
- Not employ or contract any Magnum Support Services staff or contractors directly for a period of **2 years** after services end, without written consent.
- Inform us if you live alone or if your living situation changes (for example, if you begin living alone), so we can review any safety or risk considerations.

## 8. Plan Management Services

Our Plan Management services include:

- Receiving, reviewing, and processing invoices from service providers on your behalf.
- Claiming approved funds from your NDIS plan.
- Making payments to providers within **5–7 business days**, unless delayed by client approval, NDIA processing, or system errors beyond our control.
- Providing monthly statements showing budget utilisation and spending.
- Offering access to your **participant dashboard** via our website:  
<https://magnumsupports.com.au/ndis-plan-management/>

### Fees:

- One-off establishment fee (Line Item 14\_033\_0127\_8\_3).
- Ongoing monthly fee (Line Item 14\_034\_0127\_8\_3).
- GST is not charged for NDIS-funded supports unless required by law.

### Non-Financial Advice Disclaimer:

Magnum Support Services provides invoice and payment management services only. We do not offer financial, investment, or budgeting advice.

## 9. Other Supports (Core, SIL, STA, MTA)

Where applicable, services such as Supported Independent Living, Short-Term Accommodation, or Core Supports will follow NDIS Pricing Arrangements.

### General Conditions:

- Pets, smoking, and alcohol are not allowed inside accommodation homes.
- Visitors must pre-arrange visits during business hours.
- Wilful damage to property or misuse of facilities will be charged to the participant.
- CCTV monitoring may be used in common areas for safety and incident management.
- Unplanned exits or absences will be managed in line with NDIS policy.
- Where SIL Boarding Charges apply, the inclusions such as rental, utilities, and home-cooked meals will be provided as documented in the participant's Service Agreement.
- Unscheduled or irregular SIL hours outside the agreed plan will be charged in line with NDIS Line Item 01\_819\_0115\_1\_1 (Irregular SIL Supports).

## 10. Cultural Safety and Inclusion

Magnum Support Services is committed to:

- Providing culturally safe, inclusive, and accessible services.
- Respecting your cultural identity, language, and beliefs.
- Supporting communication through interpreters or Easy Read resources where needed.

## 11. Pricing and Charges

All services are charged according to the **current NDIS Pricing Arrangements and Price Limits**.

If the NDIA changes its pricing, the new rates will apply automatically.

Quotes for home and yard maintenance, or specialised supports, may change if scope or complexity changes on the day.

PPE and establishment costs are charged where required and allowable under NDIS rules.

## 12. Payments and Invoicing

- All invoices are issued within 7 days of service delivery.
- For NDIA-managed participants: payment requests are submitted through the NDIS Provider Portal.
- For Plan-managed participants: invoices are sent to your plan manager.
- For self-managed participants: payment is due on completion of service.

Disputes about invoices must be raised within **14 days** of issue.

Failure to pay for supports due to exhausted funding, expired plans, or any other reason may lead to suspension of services.

Participants are responsible for any unpaid invoices if NDIS funds are unavailable, exhausted, or declined.

## 13. Complaints, Feedback and Incidents

We value your feedback.


You can contact us at any time by phone, email, or through our website.

### Complaints and feedback:

 [compliances@magnumsupports.com.au](mailto:compliances@magnumsupports.com.au)

 [office@magnumsupports.com.au](mailto:office@magnumsupports.com.au)

 [www.magnumsupports.com.au](http://www.magnumsupports.com.au)

 03 9013 7740

 03 9005 7786

We aim to resolve all complaints within **21 days** wherever possible.

If you are unhappy with our response, you may contact:

- **NDIS Commission:** 1800 035 544
- **NDIS:** 1800 800 110

You also have the right to seek help from an **independent advocate**, which you can find at:  
<https://disabilityadvocacyfinder.dss.gov.au>

## 14. Risk Management

Magnum Support Services is committed to maintaining safe environments for both participants and staff. We manage risks through individual assessments, proactive planning, and continuous review of participant circumstances.

Our Risk Management practices include:

- Assessing and monitoring potential risks in the delivery of supports and services.

- Preparing for emergencies such as health incidents, natural disasters, or pandemics in accordance with NDIS and Commission guidelines.
- Requesting additional information where needed to complete your individual risk assessment, support plan, or emergency plan.
- Ensuring staff are aware of participant-specific risks and trained in responding appropriately.
- Magnum Support Services may not allow personal supports to be provided by a sole support worker to a participant unless we have assessed whether any risk factors exist in relation to the participant.
- Participants must declare if they are living alone, or if their circumstances change in a way that results in them beginning to live alone, so that we can review and update their risk plan accordingly.

This approach ensures the safety, wellbeing, and dignity of both participants and staff, while maintaining compliance with NDIS Practice Standards relating to Risk Management and Emergency Planning.

### **15. Force Majeure**

If circumstances beyond either party's control (such as fire, flood, pandemic, or government restrictions) prevent delivery of supports, services may be temporarily suspended or rescheduled without penalty.

### **16. Insurance and Liability**

Magnum Support Services maintains current:

- Public Liability Insurance
- Professional Indemnity Insurance
- Workers Compensation Insurance

We are committed to ensuring all workers are covered and all services are delivered safely and responsibly.

### **17. Continuous Improvement**

We regularly review our services, policies, and feedback to make sure we meet the NDIS Practice Standards.

You may be contacted as part of our internal or external audits.

Participation is optional. You can opt out at any time.

### **18. Cancellations**

Cancellations must be made at least **7 days before** the scheduled support. Short-notice cancellations (less than 7 days) may incur a charge as allowed under NDIS rules.

Cancellations must be sent by email to: [office@magnumsupports.com.au](mailto:office@magnumsupports.com.au).

Messages to individual staff members may not be recorded or accepted as valid notice.

### **19. Amendments**

Any changes to this Service Agreement must be mutually agreed upon in writing (email confirmation is sufficient).

## 20. Termination

Either party may end this agreement with **28 days' written notice**.  
Immediate termination may occur where:

- A serious breach of safety or conduct occurs.
- The environment is unsafe for staff.
- Threats, harassment, or discriminatory behaviour occur.

We do not handle or manage participants' personal money under any circumstances.  
If you employ someone privately to do so, that will be your sole responsibility.

## 21. Governing Law

This agreement is governed by the laws of **Victoria, Australia**.

## 22. Acceptance of Agreement

By signing this document, or confirming acceptance by email, you acknowledge that you:

- Have read and understood this Service Agreement.
- Agree to the terms and conditions listed above.
- Give permission for Magnum Support Services to deliver the supports outlined.
- You may receive email updates from Magnum Support Services and Wise Healthcare, which you can unsubscribe from at any time.

Email confirmation of acceptance is legally binding under the **Electronic Transactions Act 1999 (Cth)**.

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## End of Service Terms

## **ANNEXURE 01: CONFLICT OF INTEREST DECLARATION**

This document forms part of the Service Agreement between the Participant and **GEM Services Group Pty Ltd**, trading as **Magnum Support Services**.

### **1. Purpose**

Magnum Support Services is committed to identifying, disclosing, and managing any actual, perceived, or potential conflicts of interest in accordance with:

- NDIS Practice Standards
- NDIS Code of Conduct
- NDIA Terms of Business

Magnum Support Services works in collaboration with **Wise Healthcare Pty Ltd** and other affiliated partner organisations for the delivery and coordination of supports.

This relationship, along with the provision of multiple supports across associated organisations, may give rise to actual, perceived, or potential conflicts of interest, which are disclosed and managed in accordance with regulatory requirements.

### **2. Understanding Conflict of Interest**

A conflict of interest may arise where Magnum Support Services and/or associated entities:

- Provide multiple supports to the same participant
- Have financial or operational relationships influencing service delivery
- Recommend services within the same organisation or associated entities
- Are involved in both coordination and service delivery functions
- Have staff relationships that may influence service decisions

### **3. Provision of Multiple Supports**

Where Magnum Support Services and/or Wise Healthcare or associated entities provide multiple supports (including but not limited to Plan Management, Support Coordination, Core Supports, Allied Health, SIL, SDA, STA, MTA, or other funded supports):

- The Participant is informed of all relevant relationships
- The Participant is provided with information about alternative providers
- The Participant is not obligated to engage multiple services from the same organisation
- The Participant retains full choice and control at all times

### **4. Participant Rights**

The Participant acknowledges that they:

- Have the right to choose their service providers
- Have been informed of alternative provider options
- Are able to change providers at any time
- Are supported to make independent and informed decisions

### **5. Commitment by Magnum Support Services**

Magnum Support Services confirms that it will:

- Act in the Participant's best interests at all times
- Disclose any actual, perceived, or potential conflicts of interest
- Take reasonable steps to mitigate any identified risks
- Ensure service recommendations remain transparent and unbiased
- Not influence or restrict Participant decision-making

### **6. Identified Conflict of Interest**

#### **6.1 Potential, Perceived, or Real Conflict(s)**

The following conflict(s) may exist and are disclosed:

- Provision of multiple supports by Magnum Support Services and/or Wise Healthcare

- Financial or operational relationship between associated entities
- Potential for internal service referrals within associated organisations
- Participant reliance on a single provider for multiple services
- Any other identified conflict relevant to the Participant's circumstances

#### **6.2 Persons or Entities Involved**

The following parties may be involved:

- The Participant
- GEM Services Group Pty Ltd (Magnum Support Services)
- Wise Healthcare Pty Ltd
- Staff, contractors, or support workers involved
- Any other relevant service providers or stakeholders

#### **7. Declaration and Acknowledgement**

By entering into the Service Agreement, I acknowledge and confirm that:

- I have been informed of any actual, perceived, or potential conflicts of interest relevant to my supports
- I understand the relationship between Magnum Support Services and Wise Healthcare
- I have been provided with information about alternative service providers
- I understand that I am not required to receive multiple supports from Magnum Support Services or associated entities
- I have had the opportunity to ask questions and seek clarification
- I am making an informed and independent decision to proceed with the services

#### **8. Acceptance**

This annexure forms part of the Service Agreement and is accepted upon signing or approval of the Service Agreement.  
No separate signature is required for this annexure.

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**End of Annexure 01 – Conflict of Interest Declaration**