



# my NDIS Participant Portal

## Terms and Conditions

### 1. Governing document

- 1.1. The terms of this document govern the relationship between the licensee (you) and the National Disability Insurance Scheme Launch Transition Agency (NDIA) in respect of use of the App by you.
- 1.2. In order to use the App you must agree to the terms set out in this document. The App is offered for use by you on the condition that you read and accept this document and agree to be bound by its terms.
- 1.3. By using or accessing the App, you are considered to have accepted the terms set out in this document. If you do not agree with or otherwise do not wish to accept the terms set out in this document, do not install, use or access the App.
- 1.4. Using the App is voluntary. You can continue to interact with the NDIA via the other means listed on our website at <https://www.ndis.gov.au/contact> if you do not agree to the terms set out in this document, or would otherwise prefer not to use the App.
- 1.5. In order to use the App, you need to already be registered with the NDIA as an NDIS Participant, or the Nominee or Child Representative of a Participant. That process is handled separately. Please refer to the NDIS website at <https://www.ndis.gov.au> for more information.
- 1.6. This document does not replace or negate any other terms or conditions that may apply to:
  - a) your use of any other app or website, including those offered by other Government Agencies;
  - b) your participation in the NDIS;
  - c) your relationship with NDIS Providers; or
  - d) the delivery of Supports.

### 2. Definitions

In this agreement:

<b>App</b>	means the NDIS mobile application for iOS and Android, licensed by the NDIA, to which this document applies.
<b>Apple</b>	means Apple Inc. of 1 Infinite Loop, Cupertino, California, USA.
<b>Business Day</b>	means a day on which banks are open for business in Canberra, Australian Capital Territory excluding a Saturday, Sunday or public holiday in that city.
<b>Child Representative</b>	has the meaning given at section 9 of the NDIS Act.



<b>Device</b>	means a single device owned or controlled by you.
<b>Government Agency</b>	means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world and includes any self-regulatory organisation established under statute or any stock exchange.
<b>Intellectual Property</b>	<p>means any and all intellectual and industrial property rights anywhere in the world (including present and future intellectual property rights) including (but not limited to) rights in respect of or in connection with:</p> <ul style="list-style-type: none"> <li>(a) any related confidential information, trade secrets, know-how or any right to have information kept confidential;</li> <li>(b) copyright (including future copyright and rights in the nature of or analogous to copyright);</li> <li>(c) trade marks, service marks and other related marks; and</li> <li>(d) all associated goodwill,</li> </ul> <p>whether or not existing at the date you agree to these terms and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.</p>
<b>iOS App Store</b>	means the App Store operated by Apple in respect of its devices running the iOS operating system.
<b>NDIS</b>	means the National Disability Insurance Scheme, established under the NDIS Act.
<b>NDIS Act</b>	means the National Disability Insurance Act 2013 (Cth).
<b>NDIS Provider</b>	<p>means a person or entity who is either:</p> <ol style="list-style-type: none"> <li>1. a registered NDIS provider; or</li> <li>2. a registered provider of supports,</li> </ol> <p>within the meaning of those terms given at section 9 of the NDIS Act.</p>
<b>Nominee</b>	has the meaning given at section 9 of the NDIS Act.
<b>Participant</b>	has the meaning given at section 9 of the NDIS Act.
<b>Protected Agency Information</b>	has the meaning given at section 9 of the NDIS Act.
<b>Supports</b>	has the meaning given at section 9 of the NDIS Act.

**Update**

means an update supplied by the NDIA that replaces or supplements the original App.

### 3. App

#### 3.1. App License

Subject to the terms of this document, the NDIA grants you a non-exclusive, non-transferable licence to:

- (a) where the App has been acquired through the iOS App Store, use the App on any Apple-branded Device that you own or control, and permit the use of the App on Apple-branded Devices attached to any accounts associated with you via Family Sharing or volume purchasing as permitted by the Usage Rules set forth in the iOS App Store Terms of Service (which can be viewed at <http://www.apple.com/legal/itunes/au/terms.html>); and
- (b) in all other cases, use the App on any Device that you own or control.

#### 3.2. Restrictions

- (a) You must not rent, lease, lend, sell, transfer, redistribute or sublicense the App, or (except as permitted by the iOS App Store Terms of Service) make the App available over a network where it could be used by multiple Devices at the same time. If you sell or otherwise dispose of, transfer or assign any Devices containing the App, any copies of the App must be removed before doing so.
- (b) Other than as expressly provided in this document or otherwise permitted by law, you must not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the whole or any part of the App, or any output from the App or any files related to the App.

#### 3.3. Services

Some functionality of the App may be reliant on online services. You acknowledge and agree that:

- (a) you are responsible for ensuring that your Device is connected to the internet where necessary to use any functions of the App;
- (b) these online services may be subject to interruption; and
- (c) the NDIA may stop providing these online services in future, which may change or remove your ability to use some functions of the App.

#### 3.4. Testing

The NDIA may provide you with the option to test new versions of the App, or new functionality in the App, which is yet to be completed and released to the general public.

In the event that you agree to participate in such testing, you acknowledge and agree that:

- (a) any such version of the App:
  - i. remains subject to the terms set out in this document;
  - ii. may feature software bugs or other issues because of its incomplete nature; and
  - iii. remains subject to change without notice;
- (b) you should report any issues you experience while using the App to the NDIA; and
- (c) the NDIA will collect information about your Device and how you use the App, and may contact you about your experiences using the App.

## 4. Updates

### 4.1. Terms

The terms of this document (as amended pursuant to clause 15.1) will govern any Updates, unless the Update is accompanied by a separate licence supplied by the NDIA in which case the terms of that licence will apply.

### 4.2. Acknowledgements

You acknowledge and agree that the NDIA:

- (a) is under no obligation to provide any Updates;
- (b) can use Updates to add, remove, modify or otherwise alter features of the App at its sole discretion, and that such changes will not be a breach of this document;
- (c) can require you to install Updates in order to continue using the App; and
- (d) can provide Updates in such a manner that the App is unable to be reverted to its previous state.

### 4.3. Other software

In order to obtain, install, update, access, use, or continue to access or use the App, you may also be required to update third party software (such as the operating system) on your Device.

You acknowledge and agree that:

- (a) the NDIA is not responsible for any third party updates;
- (b) third party updates may be subject to their own terms and conditions, which the NDIA strongly recommends you review prior to installing the third party update; and
- (c) if you are unable or unwilling to obtain or install third party updates, you may be unable to obtain, install, update, access, use, or continue to access or use the App.

## 5. Authentication

### 5.1 Requirement

In order to use the App, or some functions of the App, you will be required to log in using two factor authentication. To set up two factor authentication when first opening the App:

- (a) a code will be sent to the mobile phone number that is registered in the NDIA's customer relationship management system. If multiple mobile phone numbers are registered, you must select the relevant mobile phone number for the code to be sent to;
- (b) upon receipt of the code, you must enter the code into the App for verification; and
- (c) once the code is verified you must set up a pin for future access to the App.

### 5.2 Limits

You must ensure that:

- (a) you only log in to the App using your own NDIS account and on your own Device;
- (b) you do not allow other people to use the App while logged in; and
- (c) if you are a Nominee or Child Representative, that you act at all times in accordance with any relevant authorisation of the Participant for whom you are Nominee or Child Representative.

### 5.3 Security

- (a) You are responsible for protecting the security of your Device once logged in to the App. You acknowledge and agree that you will be responsible for any activities engaged in using your account, whether or not access is authorised by you.
- (b) The App may allow you to limit access to its functionality by:
  - i. setting a PIN code or other password; and/or
  - ii. using biometric authentication features of your Device, such as fingerprint readers or facial recognition.

Without limiting (a), in the event that you use these security features, you remain responsible for protecting the confidentiality of any passwords used, and ensuring that your Device's biometric authentication features are configured and used appropriately.

## 6. Disclaimers

### 6.1 Existing obligations

Your use of this App does not:

- (a) affect or reduce any obligation owed to you by any Government Agency; or
- (b) reduce any obligation you owe to any Government Agency.

### 6.2 Reliance

- (a) The App is not a substitute for independent professional advice and you should obtain any appropriate professional advice relevant to your particular circumstances. You must exercise your own judgment and carefully evaluate the material made available via the App.
- (b) The App is subject to the disclaimer statement published on the NDIA's website, at <https://www.ndis.gov.au/about-us/policies/disclaimers>

### 6.3 Linked websites and apps

The App may contain links to external websites or other software applications. Where this is the case:

- (a) the NDIA takes reasonable care in providing such links, but has no direct control over the content presented in those websites or apps, or the availability of those websites or apps. Any information on a linked website or app is provided 'As Is';
- (b) the NDIA makes no representation that the material on any linked websites or apps does not infringe the Intellectual Property rights or any other rights of any person. The NDIA does not authorise the reproduction of such material; and
- (c) the NDIA does not endorse or recommend any links to external websites or apps, or third party content, including products and services offered by, from or through those websites or apps or their content.

### 6.4 Limitation of liability

To the fullest extent permitted by applicable law, the NDIA does not accept liability for any claims or losses arising directly or indirectly from:

- (a) a failure to provide the App or any associated service, or any part thereof;
- (b) corruptions to or loss of data, errors or interruptions occurring in the course of using, or as part of, the App or any associated service; or
- (c) any suspension or discontinuance of the App, any associated service, or any part thereof.

## 7. Your obligations

### 7.1 User submitted material

The App may enable you to submit materials to the NDIA. You acknowledge and agree that:

- (a) you must not submit any materials that:
- i. contain or disclose confidential or sensitive information about someone else;
  - ii. are the Intellectual Property of another person or entity without their express permission to do so;
  - iii. defame, mislead, or deceive another person (or might do so), or are false;
  - iv. are insulting, menacing, harassing, malicious or hateful;
  - v. are pornographic, abusive, provocative, obscene, or offensive;
  - vi. identify matters that are currently the subject of legal proceedings or would break a court's non-publication order; or
  - vii. are unlawful, discriminatory, threatening, incite violence, or may incite hatred on the basis of any personal characteristic, including on the basis of race, gender, marital or domestic status, disability, sexuality or age;
- (b) any information or material submitted by you using the App will be treated by the NDIA in the same manner as information it receives from you via other channels, and the NDIA can use such material without compensation to you or any other party;
- (c) you must not provide false or misleading information to the NDIA via the App or any other channel;
- (d) you grant the NDIA a perpetual, irrevocable, licence-free, royalty free, worldwide, non-exclusive, sub-licensable right to use any Intellectual Property and other information or material submitted by you using the App, for the purpose of operating the App and otherwise administering the NDIS and discharging the functions of the NDIA;
- (e) you should retain your own copies of any material or information submitted via the App, as the NDIA does not warrant that it will continue to be available to you via the App in future;
- (f) you will not knowingly transmit any material which contains viruses or other computer code, files or programs which are designed to limit or destroy the functionality of other computer software or hardware; and
- (g) using the App does not change any of your obligations to provide information, documentation or any other materials to the NDIA. You are not excused from any requirement to provide any materials to the NDIA if you are unable to access associated functionality provided in the App for any reason.

### 7.2 Restricted parties

You warrant and represent that the following statements are true and correct:

- (a) you are not located in a country that is subject to an embargo by the governments of either the United States of America or the Commonwealth of Australia;
- (b) you are not located in a country that has been designated by the governments of either the United States of America or the Commonwealth of Australia as a 'terrorist supporting' country; and
- (c) you are not included on any list of prohibited or restricted parties by the governments of either the United States of America or the Commonwealth of Australia.

### 7.3 Third party services

- (a) You may be required to use certain third party services (for example, a software marketplace such as the iOS App Store) in order to obtain, install, update, access, use, or continue to access or use the App.
- (b) Access to the App, or certain functionality thereof, may require your Device to be connected to the internet or require other third party services.
- (c) Your use of third party services may be subject to fees and separate terms and conditions, and you acknowledge that the NDIA is not responsible for the activities of any such third parties.
- (d) You must comply with any applicable third party terms of agreement when using the App. You are responsible for ensuring that your installation and use of the App does not cause you to exceed any data usage quotas or other limitations that may apply to your internet service or other services acquired from third parties.

### 7.4 Restrictions

You agree that you will not:

- (a) attempt to disrupt the normal operation of the App, or any infrastructure operated by the NDIA or other business activities of the NDIA;
- (b) attempt to gain unauthorised access to the App;
- (c) make any automated use of the App;
- (d) impersonate any other person, or falsely state or misrepresent your connection with a person, in using of the App;
- (e) use the App to engage in or encourage conduct that may, or does constitute a criminal offence, gives rise to civil liability, or otherwise violates any law; or
- (f) use the App to abuse, harass, stalk, threaten, spam or offend, or otherwise be discourteous or disrespectful to, others.

## 8. iOS App Store

If you obtained the App from the iOS App Store, you and the NDIA acknowledge and agree that:

- (a) this document is concluded between you and the NDIA only, and not with Apple, and the NDIA, not Apple, is solely responsible for the App and the content thereof;
- (b) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App, either under this document or applicable law;
- (c) the NDIA, not Apple, is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including but not limited to:
  - i. product liability claims;
  - ii. any claim that the App fails to conform to any applicable legal or regulatory requirement; or
  - iii. claims arising under consumer protection, privacy or similar legislation, including in connection with any use by the App of the HealthKit and/or HomeKit frameworks;
- (d) in the event of any third party claim that the App or possession and/or use of the App by you infringes that third party's Intellectual Property rights, the NDIA, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such claim;
- (e) Apple, and Apple's subsidiaries, are third party beneficiaries of this document; and
- (f) upon your acceptance of this document, Apple will have the right (and will be deemed to have accepted the right) to enforce this document against you as a third party beneficiary thereof.

## 9. Support

Unless otherwise specified in this document or agreed pursuant to a separate written agreement between you and the NDIA, the NDIA will not be obliged to support the App, whether by providing advice, training, error-correction, modifications, updates (including Updates), new releases or enhancements or otherwise, or to provide any hosting, telecommunication, internet or other services in relation to the use of the App by you.

## 10. Duration of Licence

### 10.1 Term

Subject to the remainder of this clause, the licence granted to you in clauses 3.1 is granted in perpetuity.

### 10.2 Termination

This licence can be immediately terminated by the NDIA in the following circumstances:

- (a) you are in breach of any term of this document, or threaten to breach any term of this document;
- (b) you destroy the App for any reason, or threaten to do so; or
- (c) you so elect in writing.

Upon termination, you will destroy any remaining copies of the App and any associated documentation or otherwise return or dispose of such material in the manner directed by the NDIA.

Termination pursuant to this clause will not affect any rights or remedies which the NDIA may have otherwise under this document or at law.

Nothing in this clause limits any right the NDIA may have in this document to modify the App by way of Update, including by removing any features from the App, or to cease providing services necessary for the App to function.

### 10.3 Changes

The NDIA may cease offering the App at time. Nothing in this document limits the NDIA's ability to suspend, change, repair or close down the App.

## 11. Warranty

- (a) You acknowledge that the App cannot be guaranteed to be error free and further acknowledge that the existence of any such errors will not constitute a breach of this document.
- (b) Except as expressly provided to the contrary in this document, and to the full extent permitted by applicable law, the NDIA will not be liable to you for any loss, including special, indirect or consequential damages (such as loss of profits), or claim, arising out of breach of this document or arising out of the supply of defective App.
- (c) Without limiting the preceding paragraph, to the full extent permitted by applicable law, the NDIA's liability for any term, condition, guarantee or warranty that is implied by law and cannot lawfully be excluded by the NDIA, including the consumer guarantees set out in the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and all similar or equivalent legislation, rules and regulations is limited to (at the NDIA's option):



- i. in the case of goods, including the App (to the extent the App is considered a good under applicable law) – repairing, replacing or supplying equivalent goods, or paying the cost of any of those remedies to you; or
  - ii. in the case of services – supplying the services again or paying the cost of having the services supplied again.
- (d) Without limiting or affecting any other provision of this document, to the full extent permitted by applicable law, the NDIA's maximum aggregate liability to you for any losses you incur or claims you make against us is limited to the sum of AUD\$10.
- (e) You acknowledge that you have exercised your independent judgment in acquiring the App and have not relied on any representation made by the NDIA which has not been stated expressly in this document or upon descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by the NDIA.
- (f) If you purchased the App from the iOS App Store, in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price to you. You acknowledge that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, damages, costs or expenses attributable to any failure to conform to any warranty will be dealt with by the NDIA in accordance with this document.

## 12. Intellectual Property

### 12.1 No transfer

- (a) This document does not constitute a transfer or conveyance of any Intellectual Property owned by the NDIA as at the date of this document, including but not limited to all Intellectual Property associated with the App, and its functionality, features and content, or operate as a future transfer of any Intellectual Property owned by the NDIA any time thereafter.
- (b) Without limiting (a), the NDIA retains all right, title and interest to all Intellectual Property rights subsisting in the App, any Updates, and any part thereof.

### 12.2 Acknowledgement

You acknowledge that the App and materials provided via the App are protected by copyright and may also be protected as other forms of Intellectual Property owned by the NDIA. You will not during or at any time after the termination of this document undertake or permit any act which infringes or attempts to infringe those Intellectual Property rights and, without limiting the generality of the foregoing, you specifically acknowledge that you must not copy the App except as otherwise expressly authorised or acknowledged by this document.

## 13. Security

- (a) Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst the NDIA strives to protect such information, it does not warrant and cannot ensure the security of any information transmitted to it by you. Accordingly, any information transmitted to the NDIA is transmitted at the risk of the sender. Nevertheless, once the NDIA receives transmissions from you, it will take reasonable steps to preserve the security of such information.
- (b) You must take your own precautions to ensure that the process which you employ for accessing the App does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your Devices. For the removal of doubt, the NDIA does not accept responsibility for any interference or damage to Devices which arises in connection with use of the App.

## 14. Privacy

### 14.1 Privacy Policy

The NDIA's Privacy Policy can be viewed at <https://www.ndis.gov.au/about-us/policies/privacy>, and contains information about:

- (a) the legal basis upon which the NDIA collects personal information;
- (b) the purposes for which the NDIA uses personal information;
- (c) the circumstances in which the NDIA discloses personal information;
- (d) how you can seek access to your personal information, and request any corrections that may be necessary; and
- (e) the NDIA's policy on retaining personal information in Australia.

The NDIA undertakes to comply with the terms of its Privacy Policy in respect of the App, and this Privacy Policy (as updated from time to time) is incorporated into, and forms part of, the terms of this document.

### 14.2 Collection of personal information

- (a) Use of the App is not anonymous. By logging into the App, the NDIA is able to associate your interactions in the App with you. The NDIA will use your name, date of birth and NDIS number to confirm who you are and that you are allowed to access your NDIS account. The NDIA will collect, use and disclose your personal information in the manner outlined in the Privacy Notice for the App.
- (b) If you use the App to submit any personal information to the NDIA via the App, including any health information or other sensitive information:
  - i. about yourself, you are taken to expressly consent; or
  - ii. about someone else, including a Participant where you are their Nominee, you warrant that you have obtained their consent, to:
    - iii. collection of that personal information by the NDIA; and
    - iv. use and disclosure of that personal information by the NDIA in accordance with its Privacy Policy.
- (c) If you are unwilling to provide personal information to the NDIA, you may be unable to use the App.

### 14.3 Service delivery

The NDIA may use contracted service providers to deliver parts of the App's functionality. These parties may have access to personal information as part of providing services, but will at all times be bound by appropriate contractual limitations, as further outlined in the NDIA's Privacy Policy.

### 14.4 Consent to use of data

You agree that the NDIA may collect and use technical data and related information, including but not limited to technical information about the App, your Devices, system and application software, and peripherals that is gathered periodically. In addition to any other rights it may have to use this information pursuant to its Privacy Policy, the NDIA may use this information, as long as it is in a form that does not personally identify you, to improve its services or to provide services or technologies to you.

### 14.5 NDIS Act

Information you obtain about other users of the App, including Participants and NDIS Providers may be Protected Agency Information. By using the App you acknowledge and agree that you are required to

use Protected Agency Information in accordance with the NDIS Act. In particular, you acknowledge that failure to use Protected Agency Information in accordance with the NDIS Act may be an offence under the NDIS Act.

## 15. General

### 15.1 Amendment

The NDIA reserves the right to amend, revise or replace this document from time to time. Amendments, revisions and replacements will be effective immediately upon posting through the App or at #[Insert EULA online URL]#, unless a later effective date is specified. Continued use of the App following such notification represents your agreement to be bound by the terms of this document as amended, revised or replaced, and your understanding and acceptance of the amended, revised or replaced document.

### 15.2 Assignment

- (a) You cannot assign, novate or otherwise transfer any of your rights or obligations under this document without the prior written consent of the NDIA, which consent can be granted or withheld in the absolute discretion of the NDIA.
- (b) The NDIA can assign, novate or otherwise transfer any of its rights or obligations under this document at its sole discretion, without notice to you.
- (c) An assignment in breach of clause 15.2(a) is intended by the parties to be void and of no force and effect.

### 15.3 Waiver

- (a) A waiver of a right, remedy or power by the NDIA must be in writing and signed by the NDIA.
- (b) The NDIA does not waive a right, remedy or power if it delays in exercising, fails to exercise or only partially exercises that right, remedy or power.
- (c) A waiver given by the NDIA in accordance with clause 15.3(a):
  - i. is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be construed as a waiver of that obligation or breach on any other occasion; and
  - ii. does not preclude the NDIA from enforcing or exercising any other right, remedy or power under this agreement nor is it to be construed as a waiver of any other obligation or breach.

### 15.4 Severance

If a provision in this document is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from this document for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this document.

### 15.5 Governing law and jurisdiction

- (a) This agreement is governed by and is to be construed under the laws in force in the Australian Capital Territory.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the Australian Capital Territory and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 15.6 Further assurances

You agree that you will, at your own expense, do all things and execute all further documents necessary to give full effect to this agreement and the transactions contemplated by it.

### 15.7 No reliance

You acknowledge and agree that you have not relied on any statement by the NDIA which has not been expressly included in this document.

### 15.8 Entire agreement

This document constitutes the entire agreement between you and the NDIA regarding access and use of the App, and supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

As noted elsewhere in this document, use by you of other products, Devices, software or services may be subject to further terms.

### 15.9 Exercise of rights

The NDIA may impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this document. You must comply with any such conditions when relying on the consent, approval or waiver.

### 15.10 Clauses that survive termination

Without limiting or impacting upon the continued operation of any clause which as a matter of construction is intended to survive the termination of this document, the following clauses survive the termination of this document:

- (a) clause 2;
- (b) clauses 3.2;
- (c) clauses 5.3, 6.4 and 7.4;
- (d) clauses 9, 11, 12, 13 and 14;
- (e) clauses 15.4 and 15.5;
- (f) this clause 15.10; and
- (g) clause 15.11.

### 15.11 Interpretation

In this agreement unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (e) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 15.11(f) implies that performance of part of an obligation constitutes performance of the obligation;

- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this agreement and a reference to this agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Australian Capital Territory time;
- (k) a reference to an agreement other than this agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (l) a reference to a document includes any agreement or contract in writing, or any certificate, notice, deed, instrument or other document of any kind;
- (m) a provision of this agreement may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of this agreement or the preparation or proposal of that provision;
- (n) a reference to a body, other than a party to this agreement (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (o) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this agreement do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
- (p) a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
- (q) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day; and
- (r) a reference to '\$', 'A\$', 'AUD', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

#### 15.12 Business Day

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

## 16. Contact

In the event that you need to contact the NDIA regarding this document or the App, please use the following details.

National Disability Insurance Agency

GPO Box 700, Canberra, ACT 2601

1800 800 110

Email us

Contact Us



Delivered by the  
National Disability  
Insurance Agency