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What providers' responsibilities are

Providers must comply with Australian Consumer Law (consumer law) and meet the requirements of the Competition and Consumer Act 2010 .

Your responsibilities as a provider are to also:

- charge within the maximum amounts in the NDIS pricing schedule for NDIA-managed and plan-managed participants
- tell participants the price of NDIS supports before delivering them
- keep full and accurate records of NDIS supports delivered
- give participants invoices after delivering a support or service
- request payment only after an NDIS support has been delivered
- submit payment requests for NDIA-managed participants within 90 days
- take all reasonable steps to avoid and manage actual and perceived conflicts of interest.

Learn more about delivering products and services to people with disability on the Australian Competition and Consumer Commission's (ACCC) website.

The NDIS Quality and Safeguards Commission

The NDIS Quality and Safeguards Commission (NDIS Commission) works with providers to improve the quality and safety of NDIS services and supports.

They regulate registered providers and make sure providers comply with the NDIS Practice Standards and NDIS Code of Conduct .

When you need to become a registered provider

You must be registered with the NDIS Commission if you:

- provide specialist disability accommodation (SDA)
- provide supported independent living (SIL) support

- provide NDIS digital platform services
- provide specialist behaviour support services
- provide supports or services to NDIS participants with NDIA-managed funding
- provide plan management services
- plan to use regulated restrictive practices
- are a registered age care provider who supports NDIS participants.

Change of service

You need to help participants change providers under the NDIS practice standards .

If you chose to stop or change participant services, you need to:

- work with the participant so they can continue to access supports until the date of service ends
- tell the NDIS Commission there'll be a change of service via the registered providers portal login
- email us at provider.support@ndis.gov.au.

We may contact you to help with the participant's transition.

Learn how to use the provider portals to end service bookings and my provider relationships.

What providers' responsibilities are for

It is important to know your responsibilities so you can do the right thing. This means following the rules and standards of the NDIS and Australian laws.

Acting responsibly as a provider:

- protects participants against misuse and fraud
- ensures the sustainability and integrity of the NDIS.

What acting responsibly as a provider is like

Under consumer law, you're legally required to:

Treat participants fairly

You must provide:

- accurate information about products and services in advertising, packaging and selling channels

- accurate and true statements about your products or services
- solutions when your products and services fail to meet consumer guarantees.

Participants have the right to a repair, replacement or refund for products and services that don't meet consumer guarantees.

You must comply with consumer law requirements around unfair contract terms.

A contract term may be unfair if it:

- causes a significant imbalance between your rights and obligations and those of a participant
- is not reasonably necessary to protect your legitimate business interests (such as unreasonable cancellation policies)
- would disadvantage a participant (financially or non-financially) if you enforced it.

Sell safe products

You must meet product safety obligations, including:

- taking responsibility for the safety of the goods you supply or sell
- having active policies in place to test the products you sell and detect any unsafe products
- letting the ACCC know straight away of any reports of death or serious injury linked to products you supply. There are heavy penalties for failing to do this
- recalling products supplied to participants that present a safety risk or don't comply with a mandatory standard or ban.

Compete fairly

You're operating in a competitive market when you sell products or services to NDIS participants.

Anyone else selling to participants and other consumers in the same market as you is your competitor.

The Competition and Consumer Act 2010 requires all businesses operating in competitive markets to meet certain obligations, including not-for-profit businesses.

You must not enter into anti-competitive agreements. Examples of anti-competitive agreements include agreeing with your competitors:

- to charge the same price
- which products or services you will each provide
- which geographic areas you will provide products or services to.

Anti-competitive agreements don’t have to be in writing. They can be verbal. They also don’t have to be formal. It’s enough if there’s an understanding between competitors that each will act on the understanding.

There are serious penalties for companies and individuals involved in an anti-competitive agreement.

Companies can be fined up to $10 million. Individuals can be fined up to $500,000 or imprisoned for up to 10 years.

Related information

How to do the right thing as a provider

What record keeping is required

Pricing arrangements and price limits

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