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Responsibilities of providers within the NDIS

Ensuring Scheme integrity and protecting against misuse and fraud is the responsibility of everyone engaged with the NDIS.

Your responsibilities to ensure Scheme integrity within the NDIS include:

- acting in accordance with Australian Consumer Law
- charging within the price limits and pricing arrangements where specified in the [NDIS Pricing Arrangements and Price Limits](#)
- declaring prices to participants before delivering a service
- providing a receipt to participants to acquit against their plan
- making a payment request only after that support has been delivered or provided
- submitting payment requests for NDIA-managed participants within a reasonable time (and no later than 90 days from the end of the service booking)
- keeping full and accurate records of supports delivered
- proactively managing perceived and actual conflicts of interest.

Provider compliance obligations

Compliance within the NDIS means following the rules set out by the NDIA and the National Quality and Safeguards Commission (NDIS Commission).

Providers agree to comply when registering to deliver NDIS supports.

The 6 main compliance obligations are:

- make claims for payments that are correct and truthful
- only provide and charge for supports that are in line with a participant's plan
- identify, declare and manage any conflict of interest including disclosing this information to the participant
- behave fairly and ethically in all your financial dealings
- do not purposely mislead anyone in order to gain a financial or other advantage

- do not try to convince a public officer to act unethically.

More information on [Provider compliance monitoring](#).

Australian Consumer Law responsibilities

Providers must comply with Australian Consumer Law and other requirements of the Competition and Consumer Act.

Australian Consumer Law (consumer law) governs the interactions between businesses and consumers by:

1. detailing the rights for consumers
2. placing obligations on businesses.

You must understand your obligations under consumer law when supplying consumers with a disability. Failure to do so is breaking the law, and can result in prosecution.

The NDIS Quality and Safeguards Commission (NDIS Commission) sent a letter to remind registered NDIS providers of these obligations, co-signed by the NDIA and the ACCC.

[Read the letter sent on 22 January 2021](#) .

This letter makes it clear that the ACCC and NDIS Commission will take action when providers break the consumer law.

Unregistered providers risk the same penalties and could be banned from providing disability supports to participants.

Further information can be found in the Australian Competition and Consumer Commission (ACCC) publication [“A Guide to Competition and Consumer Law for Businesses Selling to and Supplying Consumers with Disability”](#)

Under Australian Consumer Law, you are legally required to do the following:

Treat your customers fairly

This means you must:

- not behave unconscionably when dealing with participants. Unconscionable conduct is conduct that fails to meet the normative standards of conscience defined by acceptable community values.
- provide accurate information about products and services in advertising, packaging and selling channels

- provide accurate and true statements about your products or services.
- provide remedies when goods and services sold fail to meet the consumer guarantees.

If something goes wrong with a service or product that has been supplied and the guarantee is not met, consumers have a right to a repair, replacement or refund for goods or to have a service fixed.

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

A term of a contract may be unfair if it:

- causes a significant imbalance between your rights and obligations and those of the consumer
- is not reasonably necessary to protect the legitimate interests of your business (such as unreasonable cancellation policies)
- would cause the consumer detriment (financial or non-financial) if you tried to enforce it.

Sell safe products

Your product safety obligations include:

- taking responsibility for the safety of the goods you supply or sell, and having active policies in place to test the products you sell and detect any unsafe products
- immediately notifying the ACCC of any reports of death or serious injury caused by the use of products you supply – there are heavy penalties for failing to do this
- recalling products previously supplied that present a safety risk or do not comply with a mandatory standard or ban.

Compete fairly

When you sell goods or services to consumers, you will be operating in a competitive market.

Anyone else selling to consumers in the same market as you will be your competitor.

The Competition and Consumer Act places obligations on businesses, including not-for-profit businesses, operating in competitive markets.

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

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

Agreements do not have to be in writing, they can be oral. They also don't have to be formal – it is enough if there is 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 ten years.

More information on your obligations as a business under consumer law can be found at the [ACCC website](#).

How to revoke your registered provider status

Providers may need to request revocation with the [NDIS Quality and Safeguards Commission](#) (NDIS Commission), or they can choose not to renew their registration.

But note that consumer law and the NDIS Code of Conduct apply to both registered and unregistered providers who receive NDIS funding.

Contact the [NDIS Commission](#) for information about how to request revocation.

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