5 Daniel Street, Nambour QLD 4560
1800 777 723 | info@p2pqld.org.au
www.p2pqld.org.au

Service Payment Disputes

Guide for Participants and Providers

When a dispute occurs about payment for NDIS supports or services, Australian law considers the rights and responsibilities of both the participant and the provider.

For Participants

A participant may dispute or refuse payment if they believe:

- The support was not delivered as agreed
- The support was poor quality or incomplete
- They were misled about the service
- The charges were not authorised or clearly explained
- The claim does not align with their NDIS plan or service agreement.

Under Australian Consumer Law, services must be provided with due care and skill and be reasonably fit for purpose.

However, a participant cannot usually refuse payment simply because:

- They changed their mind after the service was delivered
- They were unhappy with the outcome despite the support being appropriately provided
- They later decided they no longer wanted the support after it had already been delivered.

Participants are encouraged to raise concerns as early as possible and clearly explain why they are disputing a charge or invoice. Raising concerns promptly often makes it easier to resolve misunderstandings, billing errors, or service issues before they become larger disputes.

Participants who have asked to approve their claims before they are submitted are asked to review invoices and claims within 2 business days or raise any concerns with their providers if necessary (claims can be rejected while the discussion takes place). Delays in identifying errors, disputed supports, or unauthorised charges can make disputes more difficult to resolve and may result in claims being processed before concerns are identified.

Service Agreements and NDIS Claiming Rules

NDIS supports are often delivered under a service agreement between the participant and provider. These agreements generally outline:

- What supports will be delivered
- Pricing and claiming arrangements
- Cancellation requirements
- Responsibilities of both parties

- How disputes will be managed.

Participants should ensure they understand the terms of their agreement before supports commence.

Providers and Plan Managers must also comply with NDIS claiming requirements and pricing arrangements. In some situations, a support may have been delivered, but cannot be claimed if it does not meet NDIS requirements or align with the participant's plan and funding rules.

NDIS Short Notice Cancellation Policies

Many NDIS service agreements include cancellation terms that allow providers to charge a short notice cancellation fee in certain circumstances.

Under the NDIS Pricing Arrangements and Price Limits, providers may be able to claim up to 100% of the agreed fee for a cancelled support where the participant provides less than the required notice and all NDIS claiming requirements are met.

The notice period generally depends on the type of support:

- Disability Support Worker (DSW) supports: less than 7 days' notice.
- Other supports (such as therapy services): less than 2 clear business days' notice.

To claim a short notice cancellation, the support must be eligible under the NDIS guidelines, the cancellation terms should be included in the service agreement, and the provider must generally be unable to offer the booked time to another participant or alternative billable work.

Providers may choose to waive a cancellation fee at their discretion or offer more favourable cancellation terms than those permitted under the NDIS rules.

Participants and providers should review both the service agreement and the applicable NDIS pricing arrangements to understand their rights and responsibilities.

Where a cancellation fee has been charged in accordance with the service agreement and NDIS requirements, the participant may still be responsible for payment even though the support was not delivered.

Need Help Understanding an NDIS Rule?

If you are unsure how NDIS claiming or cancellation rules apply, or whether a claim meets NDIS requirements, you may wish to speak with your Plan Manager.

While Plan Managers cannot determine who is responsible in a dispute or provide legal advice, they may be able to explain relevant NDIS funding and claiming rules to help you understand the situation.

Understanding NDIS Funding and Payment Responsibilities

It is important to understand that whether a support can be paid from NDIS funding and whether a participant may be responsible for payment under a service agreement are separate issues.

In some situations, a support may have been delivered in accordance with a service agreement but cannot be claimed from NDIS funding because it does not meet NDIS funding requirements, falls outside the participant's plan, or there is insufficient funding available. Similarly, where there is a dispute about whether a support was delivered appropriately or in accordance with a service agreement, this may affect whether payment is owed regardless of whether NDIS funding is available.

Participants and providers are encouraged to discuss funding, expected costs, and claiming arrangements before supports are delivered to help avoid misunderstandings.

💡 For more help resolving disputes with a provider, see the **Resolving Disputes Checklist** for Participants and Providers at the end of this document.

Provider Responsibilities and Payment

A provider will generally be able to seek payment where:

- The support or service was agreed to
- The support was delivered in good faith
- The support was delivered in line with the service agreement and applicable NDIS requirements and claiming rules
- The support is funded under the participant's NDIS plan and sufficient funding is available within the relevant budget and funding period.

Before delivering supports, providers should take reasonable steps to ensure participants understand:

- What supports are being delivered
- The expected costs
- Any cancellation terms
- Relevant claiming or billing arrangements.

Providers should maintain appropriate records to demonstrate that supports were authorised and delivered, including:

- Signed service agreements
- Invoices and payment records
- Participant approvals or communications
- Attendance records
- Support notes or case notes.

These records help demonstrate that the support was authorised and delivered appropriately.

To support timely processing and payment, providers should ensure invoices contain sufficient information, including:

- The participant's full name and NDIS number
- The business name and active ABN
- Bank account details
- A unique invoice number
- Support dates and description
- Hourly rates, quantity of support and the total amount due

Incomplete, inaccurate, or insufficient documentation may delay processing while additional information is obtained or verified.

Additional NDIS Considerations for Providers

A dispute about whether a support can be claimed from NDIS funding is different from a dispute about whether a participant is responsible for payment under a service agreement.

Before supports are delivered, providers should take reasonable steps to ensure participants understand the supports being provided, the expected costs, any cancellation terms, and any relevant service agreement conditions. Participants should also ensure they understand the terms of their service agreements and any costs they may be responsible for.

Providers should be aware that payment from NDIS funding depends on more than whether a support was delivered. To be claimed from an NDIS plan, a support must generally:

- Be funded under the participant's NDIS plan
- Comply with NDIS funding and claiming requirements
- Be delivered in accordance with applicable NDIS rules and pricing arrangements
- Have sufficient funding available in the relevant budget and funding period.

In some situations, a provider may have delivered a support in accordance with the service agreement, but the support cannot be claimed from NDIS funding because:

- The support is not funded under the participant's plan
- There is insufficient funding available in the relevant budget or funding period
- The support does not meet NDIS funding or claiming requirements
- The claim does not comply with NDIS pricing arrangements or other applicable rules
- The invoice does not contain the information required to process the claim.

Providers are encouraged to discuss funding availability, funding periods, claiming arrangements, and expected costs with participants before supports are delivered.

A Plan Manager may be able to explain NDIS claiming requirements and provide general information. However, the participant remains responsible for choosing to share their plan information, approving supports, and entering into service agreements with providers. Plan Managers cannot determine contractual disputes, enforce payment, decide whether a debt is owed, or provide legal advice.

💡 For more help resolving disputes with a provider, see the **Resolving Disputes Checklist** for Participants and Providers at the end of this document.

Resolving Disputes Checklist for Participants and Providers

Step 1: Raise the concern early, communication is key

- ☐ Discuss the concern as soon as possible
- ☐ Clearly explain what support, invoice, or charge is being disputed
- ☐ Keep communication respectful, clear, and factual

Step 2: Review the service agreement

- ☐ Review the service agreement or written arrangements
- ☐ Confirm what supports were agreed to
- ☐ Check pricing, cancellation terms, and responsibilities

Step 3: Review records and information

- ☐ Review invoices, rosters, timesheets, or attendance records
- ☐ Review emails, messages, or support notes where relevant
- ☐ Confirm what supports were delivered and when

Step 4: Clarify any misunderstandings

- ☐ Discuss any concerns or misunderstandings directly
- ☐ Ask questions if information is unclear
- ☐ Consider whether a reasonable resolution can be reached

Step 5: Escalate the matter if needed

If the matter cannot be resolved directly, consider:

- ☐ Following the provider's complaints process
- ☐ Seeking advocacy or support person assistance
- ☐ Using mediation or independent dispute resolution
- ☐ Contacting the NDIS Quality and Safeguards Commission where appropriate
- ☐ Seeking legal or tribunal processes if necessary

Step 6: Keep Records

- ☐ Keep copies of invoices, agreements, and communications
- ☐ Confirm agreed outcomes or payment arrangements in writing
- ☐ Retain records of actions taken to resolve the dispute