

Terms and Conditions

1. Who this Service Agreement is between

1.1 In this Service Agreement:

- (a) Gateways Support Services Inc (ABN 98 140 810 929) (**Gateways**); and
- (b) the participant, or a person lawfully entering into the Service Agreement on the participant's behalf, identified in Schedule 1 (**you**).

1.2 In these Terms and Conditions, **we, us, our** and **Gateways** mean Gateways Support Services Inc.

1.3 The person signing Schedule 1 or a Support Summary on behalf of a participant confirms that they have lawful authority to do so.

2. About this Agreement

2.1 Your Service Agreement with Gateways consists of:

- (a) these Terms and Conditions, as amended from time to time;
- (b) Schedule 1, which identifies the participant, any authorised representative and the other agreement particulars; and
- (c) each current Support Summary issued under Schedule 2.

2.2 Schedule 1 and each Support Summary incorporate these Terms and Conditions by reference. You do not need to sign a separate copy of these Terms and Conditions.

2.3 Before you sign Schedule 1 or your first Support Summary, Gateways will:

- (a) give you an electronic or printed copy of these Terms and Conditions, or tell you where they can be accessed on the Gateways website;
- (b) explain how you can request a printed copy or an accessible version; and
- (c) give you a reasonable opportunity to read, understand and ask questions about them.

2.4 This Service Agreement starts on the earliest of:

- (a) the commencement date stated in the first Support Summary signed or otherwise accepted by you and Gateways; or
- (b) the date Gateways begins providing the supports described in a Support Summary at your request and with your informed agreement.

2.5 The Service Agreement continues until it is ended in accordance with these Terms and Conditions.

2.6 Each Support Summary describes a particular support or service, including:

- (a) the support or service Gateways will provide;
- (b) how and when it will be provided;
- (c) its price or the method used to determine its price;
- (d) the applicable funding and payment arrangements;
- (e) its commencement date and, if applicable, end date;
- (f) any applicable cancellation arrangements; and
- (g) any special conditions.

2.7 More than one Support Summary may form part of Schedule 2 at the same time. Each Support Summary operates independently unless it expressly states otherwise.

2.8 Adding, replacing, varying, suspending or ending one Support Summary does not, by itself, affect another Support Summary or end the remainder of the Service Agreement.

2.9 If you wish to receive an additional support or materially change an existing support, Gateways will issue a new or revised Support Summary. The new or revised Support Summary becomes part of Schedule 2 when it is accepted in accordance with this Service Agreement.

2.10 This Service Agreement replaces any earlier agreement between you and Gateways concerning the same supports, except for any rights, liabilities or payment obligations that arose before the replacement.

3. Definitions

In this Service Agreement, unless the context otherwise requires:

Authorised Representative means a person lawfully acting on behalf of the person receiving supports, such as a parent, guardian, administrator, attorney or plan nominee.

Complaints Officer means the Gateways staff member responsible for managing feedback and complaints in accordance with the *NDIS (Complaints Management and Resolution) Rules 2018* (Cth).

Material Change means a change that is reasonably likely to have a significant adverse effect on your rights, obligations, costs, access to supports, privacy or ability to end the Service Agreement.

NDIA means the National Disability Insurance Agency.

NDIS Commission means the NDIS Quality and Safeguards Commission established under Part 2A of the NDIS Act.

NDIS Plan means the plan approved by the NDIA that sets out the supports funded for you.

NDIS Practice Standards means the standards made under section 73T of the NDIS Act.

Plan Manager means the person or organisation that helps you manage the funding in your NDIS Plan. They pay your providers, keep track of your budget, and help you understand your spending without you needing to do the paperwork.

Privacy Act means the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs).

Schedule 1 means the Details and Agreement Particulars completed for the participant.

Schedule 2 means all current Support Summaries agreed between you and Gateways.

Support Coordinator means the provider who helps you understand, use, and manage your NDIS Plan. They support you to find services, connect with providers, and build your skills to manage your supports more independently.

Support Summary means a document issued by Gateways under Schedule 2 that describes a particular support or service Gateways agrees to provide, including the nature of the support or service, how it will be delivered, its price or pricing method, funding and payment arrangements, commencement and end dates where applicable, cancellation arrangements and any special conditions. More than one Support Summary may be current at the same time.

Terms and Conditions means the current version of these NDIS Service Agreement Terms and Conditions, subject to the provisions governing when an amended version takes effect.

Website means the Gateways website page on which the current Terms and Conditions are published.

4. Your funding and supports

- 4.1 Your supports are funded under your NDIS Plan, or another funding source listed in the Support Summary at Schedule 2.
- 4.2 We will deliver supports described in your Support Summary to help you achieve your goals, consistent with the NDIS Act and NDIS Rules.
- 4.3 We may adjust how supports are delivered to comply with NDIS requirements or to improve service quality. We will notify you of any significant change that may affect the supports or services that we provide for you.

5. Negotiation and choice

- 5.1 You have the right to ask questions, request changes and negotiate the supports described in this Service Agreement before signing.
- 5.2 Gateways will work with you (and your plan nominee, plan manager or support coordinator, if you have one) to ensure your supports and this agreement reflect your goals, preferences, and the reasonable and necessary supports funded under your NDIS Plan.

- 5.3 If you would like to make changes at any time, Gateways will consider the changes you propose and, where possible, negotiate those changes with you in good faith.

6. Our responsibilities

Gateways agrees to:

- 6.1 deliver all supports safely, competently and with due care and skill, in accordance with your NDIS Plan, the goals you've identified, and consistently with the NDIS Act, NDIS Rules, and NDIS Practice Standards;
- 6.2 ensure all workers comply with the NDIS Code of Conduct, hold current NDIS Worker Screening and Working With Children Check clearances, and are appropriately trained and supervised;
- 6.3 protect your privacy and personal information in accordance with the Privacy Act;
- 6.4 keep accurate service records and provide statements of supports delivered and funds claimed when requested;
- 6.5 provide supports in an environment that promotes your fundamental human rights dignity, choice, independence and inclusion;
- 6.6 notify you promptly of any incidents, risks or material changes that affect your supports;
- 6.7 identify and manage conflicts of interest, and disclose them to you if they arise;
- 6.8 maintain all required insurances, including public liability, professional indemnity and workers compensation;
- 6.9 work collaboratively with you and, where relevant, any people or organisations involved in the implementation of your NDIS Plan, including your plan nominee, plan manager, support coordinator, or other service providers;
- 6.10 manage and respond to feedback and complaints in accordance with the *NDIS (Complaints Management and Resolution) Rules 2018* and our internal Complaints Policy (see clause 16 – Feedback and Complaints); and
- 6.11 support your right to raise concerns directly with the NDIS Quality and Safeguards Commission at 1800 035 544 or www.ndiscommission.gov.au.

7. Your rights

You have the right to:

- 7.1 be treated with respect and dignity, and to have your culture, identity, beliefs and choices valued;
- 7.2 receive safe, high-quality supports that meet the standards set by the NDIS Practice Standards and NDIS Code of Conduct;
- 7.3 make your own choices about the supports you receive, who provides them, and how they are delivered;
- 7.4 access information in a way that you can understand, including alternative formats or languages where practicable;
- 7.5 have your privacy and personal information protected in accordance with the Privacy Act;
- 7.6 access your personal information held by Gateways and request correction if it is inaccurate;
- 7.7 give feedback or make a complaint without fear of losing supports or being treated unfairly;
- 7.8 have an advocate or support person assist you at any time when dealing with Gateways;
- 7.9 be informed about changes to your supports, this Service Agreement, or NDIA pricing updates;
- 7.10 end this Service Agreement in line with the termination terms if you no longer wish to receive supports from Gateways.

8. Your responsibilities

You agree to:

- 8.1 provide accurate and up-to-date information so that Gateways can safely and effectively deliver your supports;

- 8.2 treat Gateways staff, contractors and other clients with respect and courtesy, including respecting their privacy and safety;
- 8.3 communicate honestly and clearly about your needs, preferences, and any changes in your circumstances (for example, your address, health or contact details);
- 8.4 let us know as soon as possible if you are unable to attend or participate in a scheduled support session;
- 8.5 ensure your environment is safe for our workers when supports are delivered at your home or in the community;
- 8.6 follow reasonable directions from Gateways staff that are necessary to ensure safety, wellbeing or compliance with laws;
- 8.7 work cooperatively with us to plan, monitor and review your supports, including attending meetings or reviews where requested;
- 8.8 pay invoices or ensure funds are available in accordance with your NDIS Plan or other agreed funding source;
- 8.9 inform Gateways as soon as possible if your NDIS Plan changes, is suspended, reviewed or replaced;
- 8.10 not request or accept services or payments that conflict with NDIS rules or that place Gateways or its staff in breach of law;
- 8.11 not record or photograph staff or other clients without their consent; and
- 8.12 act lawfully and refrain from any behaviour that could endanger or harm yourself, our staff or others.

9. Privacy, information and third-party communication

- 9.1 Gateways collects and uses your personal information so we can provide supports safely and effectively. We handle all information in line with the Privacy Act, the NDIS Act, and our Privacy Policy. Our Privacy Policy can be found at www.gateways.com.au/privacy, and you can also ask us to provide you with a physical copy.
- 9.2 Where possible, we collect information directly from you. Sometimes we may also need to get information from other people or organisations who know you or are involved in your supports (such as the NDIS, a health professional, another service provider, or a government department). We only collect information that helps us plan, deliver and review your supports, arrange funding, meet legal and safety obligations, or improve our services.
- 9.3 We may need to share some of your information with others who help manage, fund, or coordinate your supports. This may include your plan manager, support coordinator, nominee, guardian, or advocate. It can also include a government agency, another funding body or health service.
- 9.4 We only share information where we are legally required, or that is reasonably needed to arrange services, confirm funding, process payments, coordinate supports, respond to incidents, or sort out any issues.
- 9.5 We keep your records safe for as long as we are legally required to and then destroy or archive them securely.
- 9.6 You can tell us at any time if you do not want us to share your information (unless we are required to by law or need to share it to keep you or others safe).
- 9.7 You can ask to see or correct your information at any time by speaking to anyone from Gateways. That person will inform our Privacy Officer, who may contact you to confirm your request. You can also contact our Privacy Officer directly, by telephoning 03 5221 2984 or emailing privacy@gateways.com.au.
- 9.8 If you believe your privacy has been breached, you may make a complaint to Gateways (see clause 16 – Feedback and Complaints). You can also make a complaint to the NDIS Quality and Safeguards Commission (www.ndiscommission.gov.au) or the Office of the Australian Information Commissioner (www.oaic.gov.au).

10. Pricing and payment

- 10.1 Our prices follow the NDIS Pricing Arrangements and Price Limits that apply at the time supports are provided to you.
- 10.2 If the NDIA updates prices, the new rates take effect from the date set by the NDIA.
- 10.3 For supports claimed under your NDIS plan, we will issue invoices or make claims after supports are delivered.
- 10.4 For supports or services that are not claimed under your NDIS plan, we may issue invoices before supports are delivered.
- 10.5 Invoices will be issued according to the payment arrangements described in any Support Summary that forms part of Schedule 2. These are based on how your NDIS Plan is managed:
 - (a) NDIA-managed – we claim directly from the NDIA for payment;
 - (b) Plan-managed – we send invoices to your Plan Manager to process and pay within seven (7) days of the invoice date; or
 - (c) Self-managed – you pay within seven (7) days of the invoice date.
- 10.6 If a payment is delayed, disputed, or refused by the NDIA, your plan manager, or another funding body, you are responsible for paying for the supports you have already received, as well as any ongoing supports that continue and are not paid from your NDIS plan.
- 10.7 For some supports (for example, camps or recreational activities), we may require you to pay certain costs in advance (such as accommodation, meals, tickets or other participation fees). These costs are separate from the NDIS-funded supports we claim after services are delivered. We may ask for these payments before confirming your place in the activity or proceeding with the support.
- 10.8 If an invoice is not paid on time, Gateways may pause supports and may charge interest (as permitted by law) and reasonable recovery and legal costs, until payment is made.
- 10.9 We may correct or re-issue an invoice if an error occurs.
- 10.10 All charges are generally GST-free. If a service is not GST-free, we will tell you in the relevant Support Summary.
- 10.11 You are responsible for making sure that enough funding is available for your supports, and for telling us if your plan manager, support coordinator, nominee, or funding arrangements change.
- 10.12 Personal expenses (for example, meals, tickets, entry fees, holiday accommodation or entertainment) are your responsibility unless stated otherwise in the Support Summary.
- 10.13 Where we incur a cost on your behalf, we will invoice you for that cost. You must pay by the due date listed on the invoice.
- 10.14 Gateways is not responsible for any delay, error, or loss caused by another organisation involved in managing or funding your supports.

11. Cancellations

- 11.1 You can cancel or reschedule a support at any time by letting us know as early as possible.
- 11.2 The amount of notice you need to give depends on the type of support. The required notice period is set out in the relevant Support Summary and follows the timeframes in the NDIS Pricing Arrangements and Price Limits. Timeframes are usually at least seven (7) clear calendar days' notice for supports delivered by a support worker (for example, Individual Support, Social Connect and Community Access).
- 11.3 If you cancel with less notice than required, we may charge a cancellation fee if the support item allows a cancellation claim under the NDIS Pricing Arrangements.
- 11.4 If we charge a cancellation fee, it will be the same amount that would have been charged if the support had gone ahead. The claim will be made against your NDIS Plan or the funding source described in the relevant Support Summary.
- 11.5 No cancellation fee will apply if:
 - (a) you give enough notice;
 - (b) we cancel the support; or
 - (c) we are able to offer the scheduled support to another client.

- 11.6 If your plan manager or funding body refuses payment for a cancellation charge that meets these conditions, you are responsible for paying for that support.
- 11.7 If repeated cancellations occur, we may discuss changes to your supports or scheduling to help avoid disruption.
- 11.8 Supported Independent Living cannot usually be cancelled like other services. Please see clause 12.4 of this Service Agreement.

12. Ending this Service Agreement

- 12.1 You may end this Service Agreement:
 - (a) at any time by giving twenty-eight (28) days' written notice to Gateways; or
 - (b) immediately if Gateways seriously breaches its obligations and does not fix the problem after you tell us about it.
- 12.2 Gateways may end this Service Agreement:
 - (a) at any time by giving twenty-eight (28) days' written notice to you; or
 - (b) immediately if:
 - (i) your NDIS Plan or other funding source has insufficient, unavailable or exhausted funds to cover the cost of supports already provided or the estimated cost of upcoming supports;
 - (ii) your funding or circumstances change in a way that means we can no longer provide supports safely or within the approved budget;
 - (iii) we reasonably believe that continuing supports would expose Gateways to financial loss or non-payment;
 - (iv) we reasonably believe that another provider would be better suited to meet your needs;
 - (v) you breach a term of this Service Agreement and do not fix it after we ask you to;
 - (vi) your conduct, or the conduct of someone acting on your behalf, places Gateways staff, other clients, or yourself at risk of harm;
 - (vii) you repeatedly fail to pay invoices or make funding available for supports; or
 - (viii) we are directed by a regulator, government agency, or the NDIS Commission to stop providing supports.
- 12.3 When this Service Agreement ends, Gateways may issue a final invoice (or final claim) consistent with this Service Agreement. The final claim may include cancellation fees under Clause 10 of this Service Agreement.
- 12.4 Supported Independent Living cannot usually be cancelled like other services. If you would like to end that part of this Service Agreement, you must give Gateways at least twenty-eight (28) days' notice. If you don't give enough notice, Gateways may continue to claim payment for up to twenty-eight (28) days, in line with the NDIS Pricing Arrangements and Price Limits.
- 12.5 Gateways will give you reasonable assistance to transfer to another provider if you ask us to. This may include providing copies of relevant records and information required for continuity of supports.
- 12.6 Ending this Service Agreement does not remove any rights or obligations that existed before it ended, such as confidentiality, privacy, payment for any supports or services under this Service Agreement, or any legal responsibilities under law.

13. Photo, video and marketing consent

- 13.1 We may take photos or videos while providing supports, or during community activities, programs or events. You may be captured in these photos or videos.
- 13.2 Unless you tell us otherwise, you consent to Gateways using these photos or videos for legitimate business purposes, including training, quality improvement, record-keeping, service documentation, promotion and marketing materials. These may include newsletters, social media or advertising.

- 13.3 You may withdraw consent at any time by telling us in writing. Withdrawal takes effect from the date we receive your notice, but it does not affect any photos or videos that were already taken.

14. Conflict of interest

- 14.1 Gateways will deliver supports honestly and transparently and will identify, avoid and manage any actual or potential conflicts of interest in line with the NDIS Practice Standards.
- 14.2 If a potential conflict arises (for example, where we provide more than one support to you) we will disclose this and discuss your options and how we will manage the conflict, including referral to another provider if appropriate, to ensure your choice and control are maintained.

15. Health, safety and emergencies

- 15.1 Gateways takes all reasonable steps to protect your health, safety and wellbeing while supports are being delivered, in accordance with the *Occupational Health and Safety Act 2004 (Vic)*, the *NDIS Practice Standards (Worker Screening and Safety)*, and other applicable laws and regulations.
- 15.2 You must take reasonable care for your own and other people's health and safety, follow reasonable instructions from Gateways, and promptly tell us about any known risks, hazards, incidents or changes in your environment that might affect the safe delivery of supports.
- 15.3 You authorise Gateways to seek emergency medical, police or other assistance if we reasonably believe it is necessary to protect you, our staff, or other people from harm. You are responsible for any associated costs that are not covered by the NDIS, your personal insurances or other funding sources.
- 15.4 Gateways is not an emergency service provider. In a life-threatening emergency, you or others should call **000** immediately.

16. Feedback and complaints

- 16.1 Gateways welcomes all feedback and complaints as opportunities to improve the supports and services we deliver. You can provide feedback or make a complaint at any time by contacting our Quality Team:
- (a) by phone on (03) 5221 2984;
 - (b) by email to feedback@gateways.com.au; or
 - (c) in writing to 12-14 Thompson Road, North Geelong 3215.
- 16.2 All feedback and complaints will be managed in accordance with Gateways' Policies and the *NDIS (Complaints Management and Resolution) Rules 2018 (Cth)*.
- 16.3 We will acknowledge receipt of your complaint within five (5) business days and aim to resolve it as quickly as possible, usually within twenty (20) business days, keeping you informed of progress and any delays.
- 16.4 You will not be treated unfairly, disadvantaged, or penalised for raising a concern or complaint in good faith.
- 16.5 If you are not satisfied with how your complaint has been handled or with the outcome, you may ask for a review by our Chief Executive Officer.
- 16.6 You can also contact the NDIS Quality and Safeguards Commission on 1800 035 544 or visit www.ndiscommission.gov.au.

17. Events outside of our control

- 17.1 Neither you nor Gateways will be responsible for any delay or failure to deliver or receive supports under this Service Agreement if the cause is beyond reasonable control (for example, natural disasters, pandemics, industrial action, or government restrictions).
- 17.2 Services will resume when it is safe to do so and as soon as reasonably possible once the event has passed, and we will work with you to minimise any disruption.

18. Responsibility for loss

- 18.1 Gateways is responsible for loss or damage only if it is directly caused by our negligence or a breach of this Service Agreement.
- 18.2 To the extent permitted by law, our responsibility is limited to supplying the services again or paying the reasonable cost of having them supplied again.
- 18.3 Gateways is not responsible for any indirect or consequential loss, such as loss of income, profit or opportunity.
- 18.4 Our total responsibility for all claims under this Service Agreement is limited to the total amount of fees for the relevant service paid to Gateways in the 12 months immediately before the event that results in you making a claim against us.

19. Warranties and representations

- 19.1 You warrant that all information you give to Gateways is accurate at the time that it is provided, complete and not misleading.
- 19.2 You confirm that you have the lawful authority to enter into this Service Agreement.
- 19.3 You acknowledge that you have had the opportunity to seek independent advice before signing this Service Agreement.
- 19.4 Gateways warrants that it will deliver supports with due care and skill, and in accordance with the NDIS Act 2013 (Cth), the NDIS Rules, and the NDIS Practice Standards.

20. Client status

This Service Agreement does not create any employment, partnership, joint venture or agency relationship between you and any Gateways team member, contractor or representative.

21. Conflict of laws and interpretation

- 21.1 If any part of this Service Agreement is found to be invalid or cannot be enforced, that part will be changed or removed so that the rest of the Agreement still works.
- 21.2 Headings and examples are there to make this Agreement easier to read and do not change its meaning.
- 21.3 When this Agreement mentions a law, it includes any future changes or new versions of that law.

22. Governing law

- 22.1 This Service Agreement is governed by the laws of Victoria, Australia.
- 22.2 You and Gateways agree to use the courts of Victoria to resolve any dispute that cannot be resolved in another way.

23. Notices

- 23.1 Any notice under this Service Agreement must be in writing and may be given in person, or sent by post or email using the contact details in Schedule 1. Any changes to these details must be advised in writing.
- 23.2 An email is considered received on the next business day after it is sent, unless the sender receives a delivery-failure message.
- 23.3 A notice sent by post is considered received five (5) business days after posting.

24. Waiver

If either you or Gateways doesn't enforce a part of this Service Agreement straight away, that doesn't mean you or we have given up the right to do so later.

25. Assignment and transfer

- 25.1 You may not transfer or assign your rights or obligations under this Service Agreement without Gateways' prior written consent.
- 25.2 Gateways may assign or novate this Service Agreement to another registered NDIS provider by giving you written notice. If this happens, your supports will continue without interruption or disadvantage.

26. Entire Agreement

- 26.1 This Service Agreement consists of the documents identified in clause 2.1 and records the agreement between you and Gateways concerning the supports described in each current Support Summary.
- 26.2 If there is an inconsistency between the documents forming the Service Agreement, the inconsistency will be resolved in the following order:
- 26.3 any special condition in a Support Summary that expressly states that it overrides a specified provision of these Terms and Conditions;
 - (a) the remainder of the Support Summary;
 - (b) Schedule 1; and
 - (c) these Terms and Conditions.
- 26.4 Nothing in this Service Agreement excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, restricted or modified, including rights under the Australian Consumer Law, the NDIS Act or the NDIS Rules.
- 26.5 If a provision of this Service Agreement is inconsistent with a law that cannot be excluded or modified, that law prevails to the extent of the inconsistency.

27. Variation

- 27.1 Gateways may amend these Terms and Conditions without your further agreement where the amendment is reasonably necessary to:
 - (a) comply with a change in law, regulation, an NDIS Rule or a binding regulatory requirement;
 - (b) implement a change to the NDIS Pricing Arrangements and Price Limits that applies to the supports provided to you;
 - (c) correct a clear error, omission or outdated cross-reference; or
 - (d) make an administrative or formatting change that does not materially reduce your rights or increase your obligations.
- 27.2 Gateways will give you written notice of an amendment under clause 27.1 as soon as reasonably practicable and, where practicable, before it takes effect. The notice will:
 - (a) describe the amendment in clear language;
 - (b) explain why it is being made;
 - (c) state the date on which it takes effect; and
 - (d) explain how you can obtain a copy in an accessible format.
- 27.3 Gateways may propose a Material Change to these Terms and Conditions by giving you at least 28 days' written notice before the proposed effective date.
- 27.4 If you do not agree to a Material Change, you may notify Gateways before the proposed effective date that you wish to:
 - (a) discuss or negotiate the proposed change;
 - (b) end an affected Support Summary; or
 - (c) end the Service Agreement,subject to any notice period that lawfully applies and any arrangements reasonably required to support a safe transition.
- 27.5 Schedule 1 may be updated in writing where participant, representative, contact, communication, notice or other administrative details change. Gateways may record an administrative update without requiring Schedule 1 to be re-signed, provided the update does not change the identity of the contracting party or the authority of the person acting for the participant.
- 27.6 A change to the participant, contracting party or authority of an authorised representative must be documented and accepted by the affected parties.
- 27.7 A Support Summary may only be added or materially varied with your agreement. Agreement may be recorded by:
 - (a) signing the Support Summary, including electronically;
 - (b) written or electronic acceptance; or
 - (c) another method that clearly records your informed agreement.

- 27.8 A change to price that occurs solely because of an applicable update to the NDIS Pricing Arrangements and Price Limits does not require a new signature if the relevant Support Summary states that the price is the applicable NDIS price limit from time to time.

28. Acceptance and acknowledgement

- 28.1 You accept these Terms and Conditions when:
- (a) you sign or otherwise accept Schedule 1; and
 - (b) you sign or otherwise accept your first Support Summary.
- 28.2 By accepting Schedule 1 and your first Support Summary, you acknowledge that:
- (a) you have been given a copy of these Terms and Conditions, or information about where they can be accessed;
 - (b) Gateways has explained how you can obtain a printed or accessible copy;
 - (c) you have had a reasonable opportunity to read and understand the Service Agreement, ask questions and request changes;
 - (d) you agree to Gateways providing the supports described in each Support Summary you accept; and
 - (e) you understand that you may seek independent advice or assistance from an advocate.
- 28.3 A signature or acceptance by an authorised representative binds the participant only to the extent that the representative has lawful authority to act for the participant.
- 28.4 Electronic signatures and electronic acceptance may be used to accept Schedule 1, a Support Summary or a variation.
- 28.5 Gateways will give you a copy of each accepted Schedule 1 and Support Summary and, on request, a copy of the Terms and Conditions applying at the relevant time.