

# My Service Agreement

## Terms and Conditions | Product Disclosure Statement



### Service: Therapy

### Product: Orthotic and Custom Footwear

These are Terms and Conditions for the product Orthotic and Custom Footwear. You need to read these with the My Service Agreement Terms and Conditions.

#### 1. What if I need to schedule, reschedule, or was not able to attend my service?

- a) We are available between 8am – 8pm on Monday to Friday, and 8am – 4pm on weekends and public holidays to assist you with scheduling or rescheduling your services.
- b) To schedule or reschedule your appointment, email [northcott@northcott.com.au](mailto:northcott@northcott.com.au) or call 1800 818 286.
- c) You will need to give 2 days notice to reschedule or change a scheduled service that is less than 8 hours continuous duration. Otherwise you will be charged 100% of the agreed service cost to your NDIS plan.

E.g. a 2 hour support scheduled for 2pm on Thursday will require notice to be given by 8pm on Monday. Our Customer Service Team is available from 8am – 8pm Monday to Friday and 8am – 4pm on weekends.

- d) You can only book appointments for services you have signed to in this Agreement. See Section 6 'What if you need to change your Agreement with us?' in the Terms and Conditions if you would like to add another service to your Agreement.

#### 2. What is included in the price of this service?

- a) Assessments
  - i. Includes the cost of your assessment and the development of a quote for your footwear and/or orthoses.
- b) Assistive Technology Report
  - i. Includes the clinician's time to write your NDIS Assistive Technology Report, and its submission on your behalf to the NDIA for approval.
- c) Footwear and/or Orthoses
  - i. The approved NDIS quote for your device will cover the cost to manufacture your footwear and/or orthoses; and the cost of your fitting appointment.

## Service: Orthotic and Custom Footwear Product: Orthotic and Custom Footwear

- ii. Manufacturing of your footwear and/or orthoses can only commence once your NDIS quote has been approved by the NDIA and you have signed a Northcott My Service Agreement. Northcott can only manufacture items approved by the NDIS.

### d) Serial Casting

- i. Includes the cost of the clinician's time to perform the casting and the cost of the casting materials .

### 3. What is not included in the price of this service?

- a) You will be charged for our staff travel to provide your service if you do not wish to attend our Parramatta facility.
- b) Your footwear and/or orthoses will be covered under Northcott's warranty policy. You will receive a copy of this warranty.
  - i. Cost of repairs not covered under warranty can be paid for from either your NDIS package (if appropriate), or you can pay privately.
  - ii. If you require urgent, on the spot repairs, and we are unable to secure the funds from your NDIS package, you will agree to pay privately for the work.
  - iii. The fee to repair your footwear and/or orthoses will include any materials required and will cover your fitting appointment.
- c) By law, Northcott must report to the government if we think a person is being abused or neglected. If we need to do this for you, we will charge the time it takes to your NDIS Plan.

### 4. What the NDIA says is Reasonable and Necessary:

In order to be considered reasonable and necessary, a support must:

- Be related to the participant's disability.
- Not include day-to-day living costs that are not related to a participant's disability support needs.
- Represent value for money.
- Be likely to be effective and beneficial to the participant, and take into account informal supports given to participants by families, carers, networks, and the community.

Northcott footwear / orthoses comes with guarantees that cannot be excluded under the Australian Consumer Law. The warranty is in addition to the consumer warranties and guarantees under the Australian Consumer Law.

**Warranty:** The product is guaranteed to be free from defects in:

- Workmanship and materials for a period of three (3) months from the date of purchase. Manufacturing defects that occur within this warranty period, under normal use and care, will be repaired, replaced or refunded at our discretion. No claims made after the warranty period will be accepted.
- Parts and componentry for a period of up to twelve (12) months from the date of purchase, dependent on the specific warranty provided by the manufacturer of the part/component. Defects in parts and componentry that occur within the stated warranty period, under normal use and care, will be repaired, replaced or refunded in line with the warranty provided by the manufacturer of the part/component. No claims made after the warranty period will be accepted.

**Extent of Warranty:** This warranty is limited to defects in workmanship, materials, parts and/or componentry. All defective products or materials will be repaired or replaced. This warranty does not cover normal wear and tear.

This warranty is limited to "Single Customer Use Only" by the originally fitted Northcott customer in order to protect Northcott and the customer against potentially adverse consequences of infectious disease transmission, material instability in adapting to the configuration of the original user and/or decrease in footwear / orthoses therapeutic outcomes. Any express or implied warranties are voided if the footwear / orthoses is attempted to be reused.

**Normal Wear and Tear:** This warranty does not cover normal wear and tear, and/or abrasion to the product or materials.

**Exclusions:** This warranty does not cover any defects caused by an accident, misuse, abuse, improper wear, extreme heat (above 50 degrees Celsius), lack of reasonable care, unauthorised modification, abrasion (or wearing out), tampering or attempted repair by a person not authorised by Northcott or tampering or attempted repair by a person not authorised by the manufacturer of the parts/componentry. The warranty does not cover the cost of postage / shipping of the footwear / orthoses for service or repair.

**Limitations of Warranty:** We reserve the right to assess the condition and age of footwear / orthoses to determine whether there is a claim made out under the warranty. This may result in the footwear / orthoses not being accepted for repair or replacement under the warranty. This warranty is not transferable.