

## **Website Terms and Conditions – NDIS Provider (Australia)**

*Last updated: April 2026*

### **1. Acceptance of Terms**

Welcome to the website of Mashford Care (“we”, “us”, “our”). By accessing or using this website, you agree to be bound by these Terms and Conditions. If you do not agree, you must not use this website.

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### **2. About Us**

Mashford Care is a provider of disability support services under the National Disability Insurance Scheme (NDIS) in Australia.

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### **3. Use of Website**

You agree to use this website only for lawful purposes and in a way that does not:

- Breach any applicable laws or regulations
- Infringe the rights of others
- Restrict or inhibit others from using the website
- Introduce malicious or harmful material (e.g. viruses)

We may suspend or terminate access if these terms are breached.

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### **4. Information on This Website**

The content on this website is provided for general information purposes only. While we aim to keep information accurate and up to date, we make no warranties or representations about:

- The completeness or accuracy of the content
- The suitability of services for individual circumstances

Information on this website does not constitute professional, medical, or legal advice.

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### **5. NDIS Services Disclaimer**

Our services are delivered in accordance with the National Disability Insurance Scheme (NDIS). Eligibility, funding, and service availability are subject to:

- Participant plans and approvals
- Applicable laws and regulations
- Service agreements entered into with participants

Nothing on this website guarantees access to services.

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## **6. Intellectual Property**

The materials displayed on this website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks, are our property (or the property of the person from whom we licence use or are otherwise authorised to use such content) and are protected by copyright, trademark and other intellectual property laws.

Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation provided that any copyright notice on such a display or page is not removed.

You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without our express prior written consent.

Save for the above, and unless expressly granted, we do not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the website or in the user interface of the website.

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## **7. Privacy**

Your use of this website is also governed by our Privacy Policy, which explains how we collect and handle personal information in accordance with Australian privacy laws.

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## **8. Third-Party Links**

This website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, we do not control, endorse, sponsor or approve any such third-party websites or their content nor do we provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content, security, or privacy practices.

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## **9. Limitation of Liability**

To the maximum extent permitted by law we exclude all liability for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) arising out of or in connection with the website content and the use or performance of the website except to the extent that the loss or damage is directly caused by our fraud or wilful misconduct.

Where the law (including without limitation the Competition and Consumer Act 2010 (Cth)) implies a warranty or guarantee into these terms of use which may not lawfully be excluded, then provided it is fair and reasonable to do so, our liability for breach of such a warranty or guarantee shall be limited at its option, to any one or more of the following:

in the case of goods: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring equivalent goods; or payment of the cost of having the goods repaired; and

in the case of services, to either resupplying the services or payment of the cost of having the services supplied again.

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## **10. Indemnity**

You agree to indemnify, defend and hold us harmless, our officers, directors, employees, agents, licensors, suppliers and any third party information providers to the website from and against all losses, expenses, damages and costs, including reasonable lawyer fees, resulting from any violation of the terms of use by you.

You also agree to indemnify us against any claims that information or material which you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right).

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## **11. Changes to Terms**

We may update these Terms and Conditions at any time and without the requirement to give prior notice of any changes to you. Updated terms will be posted on this website and take effect immediately upon publication.

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## **12. Governing Law**

These Terms and Conditions are governed by the laws of Queensland, Australia. Any disputes will be subject to the jurisdiction of the courts of Queensland.

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## **13. Links to our website**

If you wish to establish a link to this website, you must first seek our approval. To seek approval, please contact us. If you don't have one or are unsure, please email us.

The following information will be required to assess your request:

the URL of the website that you seek to establish a link from

a brief description of your website

the reason that you wish to establish a link.

If we agree to your proposed link, you must comply with any terms and conditions imposed by us as a condition of such agreement.

If the nature and/or content of your website changes in any significant way, you must contact us and provide a new description of your website.

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## **14. Severability of Provisions**

If any provision of these terms is found to be unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and the severed provision shall not affect the validity and enforceability of the remaining provisions.

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## **15. Contact Us**

If you have any questions about these Terms and Conditions, please contact:

**Daniel Mashford**

**at Mashford Care**

0424 234 426

mashfordcare@gmail.com

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## **Acknowledgment**

By using this website, you acknowledge that you have read, understood, and agree to these Terms and Conditions.