

PMAbility

Participant Rights and Service Charter

Your funding, Your choice, Your control

This Charter explains your rights, what you can expect from PMAbility, and how to speak up or make a complaint.

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Confidentiality	Readily accessible, available on pmability.com.au website

Important distinction

The NDIA Participant Service Charter explains how the National Disability Insurance Agency engages with participants. This PMAbility Charter explains the rights and service standards that apply when PMAbility provides services to you.

1. About this Charter

This Charter explains your rights when receiving services from PMAbility and the standards of conduct, safety, communication and accountability you can expect from us. It applies across Plan Management, Support Coordination and any direct or high-intensity supports that PMAbility is registered, authorised, competent and available to provide.

The Charter is intended to be read with your Service Agreement, Schedule of Supports, Support Plan, consent records and any participant-specific risk, emergency, medication, mealtime, manual-handling or high-intensity health support plans.

Your rights are not conditional

Your rights do not depend on whether you can complete every suggested partnership action in this Charter. We will communicate with you, make reasonable adjustments and work with you to address risks or difficulties. We will not punish, threaten, disadvantage or reduce the quality of your support because you raise a concern or complaint.

2. Our service commitment and values

PMAbility works from the principle: **“Your funding, Your choice, Your control.”** Our role is to help you understand options, use your funding lawfully and effectively, connect with suitable support and receive services that respect your goals, rights, preferences and circumstances.

Respect	We recognise your legal and human rights, lived experience, privacy, identity, relationships, culture, values and preferences.
Choice and control	We support you to understand options, make decisions and direct your support. We do not take over decisions that belong to you.
Empowerment	We build knowledge and confidence so you can exercise greater independence and control over time.
Integrity	We act honestly, transparently and fairly, manage conflicts of interest and explain decisions that affect you.
Safety and quality	We provide services within our registration, competence and capacity, act promptly on concerns and continuously improve.

3. Your rights

You have the same rights as other members of the community. Disability, communication needs, guardianship, nominee arrangements, culture, behaviour, health needs or the level of support you require do not reduce those rights.

3.1 Respect and human rights

- be treated with dignity, courtesy, fairness and respect;
- have your freedom of expression, self-determination and decision-making respected;
- be recognised as the expert in your own life and be involved in every decision about your support;
- have your gender identity, sexuality, relationships, intimacy, culture, religion, language, age and personal values respected.

3.2 Choice, control and supported decision-making

- receive timely, accurate and accessible information about your options, benefits, risks and costs;
- have enough time to consider options, seek advice and involve people you trust;
- choose, change or decline providers and workers, subject to funding, registration, safety and service availability;
- make decisions that involve reasonable risk and work with us to agree proportionate safeguards;
- request human review of any recommendation, calculation or draft assisted by technology or artificial intelligence.

3.3 Privacy, dignity and confidentiality

- receive personal care and other supports in a way that protects privacy, modesty and dignity;
- understand what information is collected, why it is needed, how it is used, who it may be shared with and how long it is kept;
- agree to, refuse or withdraw consent for information sharing, photographs, audio, video or recordings, except where the law requires or permits disclosure;
- access and request correction of your personal information, subject to lawful limitations.

3.4 Cultural safety, inclusion and accessibility

- receive services that are culturally safe, inclusive and responsive to your communication needs;
- use an interpreter, communication aid, advocate, nominee, guardian, family member or other chosen support person;
- receive information in the language, format and communication method you are most likely to understand;
- request reasonable adjustments to the service environment or communication process.

3.5 Safe, competent and ethical supports

- receive support from workers who are appropriately screened, inducted, trained, supervised and competent for their role;
- know who is providing your support and, where relevant, be involved in worker selection and personal-care preferences;
- receive services only where PMAbility has the required registration, authority, participant-specific information, competent workers and safe continuity arrangements;
- have concerns about pain, illness, deterioration, medication, swallowing, mobility or other risks recognised and escalated promptly.

3.6 Freedom from harm and misconduct

- receive support free from violence, abuse, neglect, exploitation, discrimination, coercion, harassment and sexual misconduct;
- be supported immediately if harm is alleged or suspected;
- have possible restrictive practices identified, prevented and escalated, and never be subjected to an unauthorised restrictive practice;
- report concerns without retaliation or loss of support.

3.7 Honest, transparent and fair service

- receive clear information about services, prices, charges, cancellation terms, service limits and conflicts of interest;
- receive accurate invoices and budget information and have errors corrected promptly;
- be offered genuine provider choices and alternatives, not pressured toward PMAbility, related workers or preferred providers;
- receive explanations for decisions made by PMAbility that affect your service.

3.8 Feedback, complaints and advocacy

- give feedback, make a complaint or report a safety concern verbally, in writing, anonymously where practicable, or through another person;
- use an advocate or chosen support person and contact external agencies directly;
- receive a fair, confidential and accessible response, regular updates and information about outcomes and review options;
- complain about the Principal Consultant or a conflict of interest and have an independent reviewer appointed where appropriate.

Dignity of risk

Choosing an option that carries risk does not automatically justify withdrawing or denying the support you need. We will explain foreseeable benefits and risks, listen to your decision, record agreed safeguards and review the arrangement when circumstances change.

4. What you can expect from PMAbility

Our commitment	What this means
Accessible information	We will explain our services, entry criteria, costs, agreements, decisions and complaints process in a way you can understand.
Prompt communication	We aim to acknowledge telephone and email enquiries within one business day. If a full response will take longer, we will tell you who is responsible and when you can expect an update.
Participant-led planning	We will develop and review your Service Agreement, Support Plan and risk arrangements with you, including your goals, strengths, culture, communication, preferences, supports, risks and review triggers.
Current agreements and records	We will maintain current, signed and accessible Service Agreements and Schedules of Supports, provide you with copies, and explain changes before they take effect.

Our commitment	What this means
Consent and authority	We will verify consent, nominee or representative authority and information-sharing permissions and update them when circumstances change.
Risk and emergency planning	We will assess relevant participant and service-environment risks, maintain emergency and escalation arrangements, and review them at least annually and after significant change, incident or concern.
Continuity of support	We will plan for worker absence, service disruption, emergencies and disasters, and will not roster a replacement worker for a specialised task unless they are competent for you and the task.
Competent workforce	We will verify required identity, work rights, screening, qualifications, induction, training, supervision and participant-specific competency.
Conflicts of interest	We will disclose conflicts, record how they are managed, offer alternatives and arrange independent oversight where PMAbility cannot impartially perform a task.
Quality improvement	We will use feedback, complaints, incidents, risk reviews, audits and corrective actions to improve services and verify that changes are effective.

5. How we deliver safe and competent support

5.1 Plan Management

- explain your budgets, invoices, claims and available financial information in a clear and accessible way;
- process claims accurately and within agreed service timeframes, subject to receiving complete and valid information;
- identify duplicate, incorrect, unsupported or potentially non-compliant claims and ask for clarification;
- protect your financial and personal information and maintain separation of duties and audit trails;
- tell you when a matter is outside Plan Management scope and refer you to the NDIA, an accountant, lawyer or another appropriate person where needed.

5.2 Support Coordination

- work toward your goals and build your ability to understand, choose and coordinate supports;
- provide genuine provider options and explain relevant costs, availability, risks and conflicts;
- not take over provider management, rostering, employment or decision-making where doing so would create a conflict of interest or exceed our role;
- document recommendations, participant decisions, actions, outcomes and unresolved risks;
- support transitions, hospital admission and discharge, plan changes and service disruptions when this is within the agreed scope.

5.3 Assistance with Daily Personal Activities - 0107

Where PMAbility is registered and has accepted these supports, we will provide personal care in a way that protects privacy, dignity, independence, communication, culture and preferred routines. Participant-specific support, medication, mealtime, mobility, continence, skin-care, infection-control and emergency instructions will be available to workers as relevant.

Where a participant lives alone and regularly receives personal support from the same worker, PMAbility will apply any additional registration conditions, including documented risk assessment, direct participant contact, independent satisfaction checks, worker supervision and management oversight.

5.4 High Intensity Daily Personal Activities - 0104

Registration and competency control

PMAbility will not deliver a high-intensity activity unless that activity is included on its registration certificate, a current participant-specific plan has been developed or authorised by an appropriately qualified health practitioner, the worker has current participant-specific competency, and emergency and continuity arrangements are in place.

Where these requirements are met, PMAbility will follow the participant-specific plan, record each procedure and relevant observations, act on red flags or variances, maintain equipment and infection-control safeguards, and arrange review when needs change or difficulties occur.

5.5 Medication, mealtime, money and property

Medication support will be provided only within the worker's role and competency, using current medication information, authority, records and escalation instructions. Participants who manage their own medication will be supported through informed choice and dignity of risk.

Participants requiring mealtime management will be identified and supported under a current practitioner plan, including food and fluid texture, positioning, equipment, preferences and choking response.

Money or property will be handled only with documented consent and clear limits. Receipts, reconciliations and records will be maintained, and workers must not borrow, solicit or misuse participant funds or property.

6. Working in partnership

A good service relationship depends on open communication and mutual respect. The actions below help us provide safe and effective support. They do not remove or reduce your rights if you need assistance to complete them.

- tell us what matters to you, how you prefer to communicate and who you want involved;
- provide information that is reasonably needed to deliver the agreed service safely and lawfully;
- tell us when your contact details, health, risks, plan, goals, support arrangements or decision-making authority change;
- participate in reasonable reviews of your Service Agreement, Support Plan, risk assessment and emergency arrangements;
- treat workers and other people respectfully and tell us if a worker's conduct or communication is not acceptable;
- work with us to identify and manage home or service-environment risks, including pets, smoking, access, infection, equipment or unsafe behaviour. We will consider reasonable adjustments rather than imposing automatic blanket restrictions;
- give notice of cancellations where possible and follow the cancellation arrangements in your Service Agreement;
- check invoices or statements and raise questions or errors promptly;
- provide feedback so we can improve.

Safety concerns

If an environment or situation creates an immediate and serious risk, a worker may pause or leave the task and seek assistance. PMAbility will explain the concern, take reasonable steps to maintain essential support, consider adjustments and document any decision. Support will not be withdrawn solely because you have made an informed dignity-of-risk choice.

7. Feedback, complaints, advocacy and speaking up

We welcome complaints, compliments, suggestions and concerns. Feedback can be about a worker, service, invoice, decision, privacy issue, conflict of interest, safety concern or any aspect of PMAbility. You can complain directly, through another person, anonymously where practicable, or to an external body without first complaining to us.

7.1 How PMAbility will respond

- accept feedback in any reasonable form and help you record it if needed;
- make sure you are safe and arrange immediate action when there is a risk of harm;
- acknowledge a complaint within two business days where possible;
- tell you who is handling it, what will happen next and the expected timeframe;
- provide procedural fairness, confidentiality and regular updates;
- record the outcome, actions, apology or remedy where appropriate;
- offer review or independent handling where the complaint concerns the Principal Consultant, a conflict of interest or a person involved in the original response;
- use complaint trends and outcomes in continuous improvement.

7.2 You may use an advocate

You may ask a family member, friend, advocate, nominee, guardian, interpreter or other support person to help you. With your consent, PMAbility will communicate with that person and provide reasonable access to relevant information.

7.3 External complaint pathways

Contact	Use this for	Details
Emergency services	Immediate danger, life-threatening emergency or serious injury	Call 000
NDIS Quality and Safeguards Commission	Quality or safety of providers or workers; abuse, neglect, privacy, conflicts, unfair practices or poor complaint handling	1800 035 544; TTY 133 677; National Relay Service: ask for 1800 035 544
National Disability Insurance Agency	NDIS access, plans, funding, plan decisions, nominee matters or NDIA service	1800 800 110
Independent advocate	Help to understand rights, communicate concerns or make a complaint	Ask PMAbility or use the Disability Advocacy Finder / Disability Gateway
Office of the Australian Information Commissioner	Privacy complaints that remain unresolved after raising the matter with PMAbility	OAIC privacy complaint service

8. Changes, continuity, emergencies and ending services

8.1 Service changes and continuity

- We will tell you as early as reasonably possible about planned changes that affect your service.
- We will identify support that is critical to your health, safety or daily living and agree how they will continue during worker absence or disruption.
- Replacement workers will be matched to your needs and preferences and must have the required training and competency.
- During an emergency or disaster, we will follow your individual emergency plan and PMAbility's continuity arrangements, keep you informed and coordinate with emergency services or other providers where necessary.

8.2 Withdrawal, suspension or ending services

PMAbility may decline, suspend or end a service only for legitimate reasons such as the service being outside our registration or competence, funding not being available, serious unmanaged safety risk, persistent non-payment outside an agreed resolution, unlawful conduct, or PMAbility no longer having the capacity to provide the service.

- We will explain the reason and relevant evidence in a way you understand;
- give reasonable notice unless immediate action is required to protect a person from serious harm or comply with law;
- consult with you and consider adjustments, safeguards or alternative arrangements;
- support a safe transition and provide records or handover information with consent;
- not withdraw or deny needed support solely because you exercise dignity of risk, make a complaint or chose another provider.

9. Privacy, records, technology and artificial intelligence

9.1 Your records

- We collect only information reasonably needed for the agreed service, safety, legal obligations and quality management.
- We use approved systems, role-based access, secure accounts, multifactor authentication and appropriate backup and retention controls.
- Case notes and records will be factual, respectful, timely and corrected transparently rather than hidden or backdated.
- You may ask to access or correct your information, and we will explain any lawful reason for refusing access.

9.2 Recordings and images

PMAbility will not photograph, record, transcribe or monitor you or your meetings without clear authority, consent and a legitimate purpose, except where authorised or required by law. Consent for audio and visual material will be recorded separately and can be reviewed or withdrawn.

PMAbility will use 'sign.com' website for any documents that require your signature, however, if you prefer this can also be completed with a wet signature option (own handwriting). This software protects the confidentiality of your signature.

9.3 Artificial intelligence

AI may assist with approved administrative drafting or analysis, but a named person remains responsible for every decision, communication and record.

AI will not make autonomous decisions about your eligibility, funding, safety, medication, personal care, high-intensity supports, risk rating or complaints.

Identifiable or sensitive information will not be entered into a public or consumer AI tool. Higher-risk use requires formal assessment, approved safeguards and human review.

You will be told when AI has materially influenced a participant-specific document or process, where transparency is appropriate, and you may request correction or human review.

10. Contact information

PMAbility telephone	0468 718 734
Email	admin@pmability.com.au
Website	www.pmability.com.au
Location	Beechboro WA 6063
Complaints contact	Principal Consultant / Complaints Officer. If the matter involves this person or a conflict, ask for independent external review.
Communication assistance	Tell us if you need an interpreter, advocate, large print, plain English, electronic communication or another reasonable adjustment.

This Charter is not a Service Agreement

You do not need to sign this Charter. Your Service Agreement contains the individual services, prices, schedules and cancellation arrangements agreed with you. If there is an inconsistency, PMAbility must apply the law, NDIS requirements and the interpretation that best protects your rights, safety and informed choice.

11. Appendix A - Plain English Rights Snapshot

Your rights Dignity, respect and privacy Choice, control and support to decide Safe support from competent workers Culture, identity and communication respected Freedom from abuse, neglect and discrimination An advocate and complaints without fear	What we will do Explain services, prices and decisions clearly Plan supports, risks and emergencies with you Keep agreements, consents and records current Manage conflicts and offer genuine choices Act quickly on safety and quality concerns Plan for worker absence and service disruption
How you can help Tell us what matters and how to communicate Share changes that affect your support Review plans and risks with us Follow agreed cancellation and payment arrangements where possible Treat people respectfully and speak up early	Speak up or get help PMAbility: 0468 718 734 admin@pmability.com.au NDIS Commission: 1800 035 544 NDIA: 1800 800 110 Emergency: 000 You may use an advocate or complain anonymously where practicable