

iSupervise Service Agreement

1. This service agreement applies to all and every aspect of the contact service.
2. You may accept this agreement electronically by ticking the box near the link to this agreement, by signing this document, communicating your acceptance of the terms of the Agreement verbally or by writing, or proceeding with your contact service.

Definitions

3. **Party 1** means the booking party, usually the party who is requesting the service.
4. **Party 2** means the other party usually the party with full time parental responsibility.

Booking

5. Booking and payment does not automatically guarantee a contact service. We do not warrant that supervised contact will be available in your area or at all. We accept the booking by emailing you a confirmation of booking.
6. After accepting your booking, iSupervise has the right to cancel, in writing or orally if;
 - 6.1 If advance payment is not made
 - 6.2 If force majeure or other circumstances beyond the control of iSupervise makes fulfillment of contract impossible
 - 6.3 Supervision is booked on misleading or false statements regarding the person or circumstance.
 - 6.4 iSupervise has reasonable grounds to assume that party 1 may endanger or pose a risk to the supervisor, or the child.
 - 6.5 On 7pm the day before of the visit we do not receive requested documents.
 - 6.7 On 7pm the day before of the visit we do not successfully contact party 2 for their approval and intake procedure, after reasonable attempts to make contact using the information provided.

Cancellations

7. Please read our refund policy on our website. Having read our refunds policy you acknowledge that iSupervise is entitled to charge for the service;
 - 13.1 at a rate of 20% for cancellation before 24 hours before the beginning of the visit;
 - 13.2 at a rate of 50% for cancellation within 24 hours before the beginning of the visit.
14. Call 0424 966 051 or email bookings@isupervise.com.au to cancel your booking or to request a refund. Funds will be deposited into your nominated bank account.

Arrival

15. The contact will be deemed to commence at the time booked on the website, as agreed with iSupervise. If the contact begins later due to any party being late, the service will still end at the booked time.

16 We will not commence the contact visit

- 16.1 If any of the family members are deemed to be under the influence of alcohol or drugs.
- 16.2 If the adult party involved in the contact visit does not present their ID to an iSupervise employee at each contact when requested.
- 16.3 If other adults or children arrive, who were not stated as being part of the contact visit. Parents are required to attend visits by themselves unless otherwise stated in the court order. That any other person nominated in a court order to attend visits be required to complete an intake assessment and for this to occur only after the request/order for other people to attend a supervised visit has been negotiated between all parties, including iSupervise.

Prohibited activities:

17 iSupervise has the discretion to cancel a contact visit once commenced in the following circumstances;

- a) We deem the party poses an unacceptable risk to a child, staff or other service users.
- b) Denigration of the other parent, child/ren, our staff or other family members in the presence of the child/ren.
- c) During the visit a staff member was not able to remain within hearing distance and have clear vision of child/ren whilst with the visiting parent at all times.
- d) The parent has not spoken only using English unless it is otherwise agreed and an interpreter, who has consulted with iSupervise prior to the visit, is present.
- e) The child(ren) has access to a mobile phone during the visit
- f) Non-Cooperation with staff
- g) Risk factors present jeopardise the safety of any person
- h) Inappropriate conduct by the party during contact
- i) Verbally or physically abusing child, supervisor or others
- j) Angry or threatening behaviour
- k) Behaviour which appears to be affected by substance use or abuse
- l) A child's refusal to have a visit
- m) Discussing Court proceedings with the child or in the presence of the child.
- n) Threatening your child/ren with physical discipline.
- o) Smoking or consuming alcohol in the presence of your child/ren
- p) If the child/ren are consistently unwilling to participate, are being caused undue distress, or are thought to be at risk of physical, psychological or emotional harm.

Liability

17 **iSupervise is a supervisory and a report writing service only. Duty of care for the child passes to the relevant parent as soon as they commence contact.**

18 We are not responsible for any loss or damage that was not, at the relevant time the contract was formed, was reasonably foreseeable by iSupervise. This includes negligence and third party damage. We are not liable for any damage to third party property or the public during the service.

19 Party 1 and all supervised parties are liable for all damages, which was caused by themselves, and/or the child(ren). If iSupervise incurs a liability (whether to a third party to the contract or between the parties to the contract) as a result of the performance of this contract, iSupervise is entitled to be indemnified by the signatory against the liability.

- 20 We are not responsible for emotional or physical injuries to the child where it was not reasonably foreseeable at the relevant time the contract was formed. There are inherent and unforeseeable dangers and difficulties in providing the Services and iSupervise cannot guarantee the wellbeing of the Child at all times.
- 21 iSupervise have comprehensive safety and risk management procedures in place. However, no guarantee can be given that a child will not be abducted or that a child will be returned from a changeover.

Obligations

- 22 Party 1 and Party 2 must;
- 22.1 At all times, tell iSupervise openly and honestly everything relevant to the contact service;
 - 22.2 Fully cooperate with iSupervise and do everything that iSupervise reasonably asks;
 - 22.3 Make payment, or make arrangements for the payment, or any disbursements as required.

Pricing

- 23 Our pricing schedule is published on our website. Package prices are fixed, whether or not all items in the packaged are purchased or not.
- 24 On occasion, it may be necessary to incur disbursements. Disbursements may be payable to us or third parties. iSupervise is entitled to charge for entry fees incurred by the supervisor. Any disbursements are required to be paid within 14 days.
- 25 Packaging prices include the writing of reports during the visit, but does not include sending the reports to the parents or third parties without request. Legal correspondence fees and disbursements such as postage may be applicable to these requests.

Authority

- 26 By booking a contact service you irrevocably authorise iSupervise to:
- 26.1 Destroy your file after seven years.
 - 26.2 Retain agents such as security guards and interpreters (if necessary) at rates and on terms which are reasonable.
 - 26.3 Disclose information to, accept instructions from, and otherwise deal with any law firm or legal party you have instructed for the purpose of assisting you in regard to the contact service.

Complaints and feedback

- 27 If, at any stage of our service you have any concerns or complaints, please raise your concerns immediately with Mary-Therese Sukkar by email at Mary@isupervise.com.au or by telephone at 0424 966 051.

Privacy policy

- 28 Before signing this agreement, please read iSupervise's privacy and confidentiality policy which is available on our website. If you are unable to access our website, please contact us, and we will provide you with a hard copy and explain any terms you do not understand.