

Coffs Coast Contact Service Agreement



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

Party 1 (the requesting party) must be the only representative at Intake. No information or communication will be relayed to new Partners or other visitors who wish to attend.

All conversations during the Intake process are Private and Confidential and must not be recorded or put on loud speaker so others can participate.

An Instant Polaroid Camera is supplied and part of the service fees. It is recommended for use over 4 sessions @ 7 pics per session.

Development and photo processing costs are paid by the visiting party.

Definitions

3. Party 1. means the booking or visiting 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, Coffs Coast Contact Services has the right to cancel, in writing or orally if;

If advance payment is not made within 48 hours of Intake

Supervision is booked on misleading or false statements regarding the person/s or circumstances. □

Coffs Coast Contact Services has reasonable grounds to assume that party may endanger or pose a risk to the Monitor/ Supervisor, or the child. □

On 3pm the Friday before the visit we do not receive requested documents. Eg. A Co signed Parenting Plan, a requested Court Document. □

On 3pm the day before of the visit we do not successfully make phone Contact with 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 Coffs Coast Contact Services is entitled to charge for the Intake Service and additional scheduling fees. Strictly No refunds will be given for the Intake Fee and scheduling costs. eg. Venue hire □

8. Call or email Mon to Fri between 9am and 5pm. Or email suzanne@coffscoastcontactservices.com to cancel your booking or to request a refund. This must be done 48hrs prior to the scheduled visit. □

Arrival

9. The contact will be deemed to commence at the time booked on the website, as agreed with Coffs Coast Contact Centre. If the contact begins later due to any party being late, the service will still end at the booked time. □

10. We will not commence the contact visit

If any of the family members are deemed to be under the influence of alcohol or drugs. □

If the adult party involved in the contact visit does not present their ID to a Coffs Coast Contact Service staff member at the beginning of each contact when requested. □

If other adults or children arrive, who were not stated as being part of the contact visit. □

NB: Parents are required to attend visits by themselves unless otherwise stated in the court order. □

Any other person/people 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 Coffs Coast Contact Services. □

Additional Costs apply as part of the preparation of Scheduling. □

Departure

The visiting party must arrive on time or when notified via text and leave when the Supervisor indicates. The visiting party must leave the area promptly and not make themselves visible. □

Prohibited activities:

11. Coffs Coast Contact Services 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 Coffs Coast Contact Services prior to the visit, is present. □
- e) The child(ren) has access to a mobile phone during the visit □

Turning personal phones off or to silent during contact sessions so that supervisors and parents remain fully attentive. □

Phone Policy

Personal mobile phone photos/ video recording on devices during visitations is prohibited to safeguard privacy and comply with child protection norms. The service's own documented code of conduct on electronic devices includes the use of a 28 exp Kodak Disposable Camera. This is communicated to parents and staff as part of intake and supervision procedures (and as recommended in broader child-safe practice frameworks). □

- 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

12. Coffs Coast Contact Services is a Supervisory/Monitoring and a Report writing service only. Duty of care for the child passes to the relevant parent as soon as they commence contact.

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

14. Party 1 (the paying party) and all supervised parties are liable for all damages, which was caused by themselves, and/or the child(ren). If Coffs Coast Contact Services 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, Coffs Coast Contact Services is entitled to be indemnified by the signatory against the liability.

15. 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 Coffs Coast Contact Services cannot guarantee the wellbeing of the Child at all times

16. Coffs Coast Contact Services 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 Contact Visitation.

17. Party 1 and Party 2 must; tell Coffs Coast Contact Services openly and honestly everything relevant to the contact service;

Fully cooperate with Coffs Coast Contact Services and do everything that the service reasonably asks;

Make payment, or make arrangements for the payment, or any disbursements as required. □

18. Our pricing schedule is published on our website. Bundled prices are fixed, whether or not all items in the packaged are purchased or not. Intake is Compulsory. □

19. On occasion, it may be necessary to incur disbursements. Disbursements may be payable to us or third parties. Coffs Coast Contact Services is entitled to charge for entry fees incurred by the Monitor/supervisor. Any disbursements are required to be paid within 14 days. □

20. Fees

Bundled prices include the writing of reports during the visit. Legal correspondence fees and disbursements such as postage may be applicable to these requests. □

The Non Paying Party (Party 2) may be able to receive a report. This is at the discretion of the paying party. This report will be sent to Legal Representatives only. □

21. By booking a contact service you irrevocably authorise Coffs Coast Contact Services to:

Destroy your file after seven years. Retain agents such as security guards and interpreters (if necessary) at rates and on terms which are reasonable. 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

22. If at any stage of our service you have any concerns or complaints, please raise your concerns (within 5 working days) with Suzanne Sinclair by email at Suzanne@coffscoastcontactservices.com or by telephone at the number listed on the website. □

Privacy policy

23. Before signing this agreement, please read Coffs Coast Contact Services Privacy and Confidentiality policy which is available on our website under Online Forms. 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. □

Name

Signature

Date
