



## **Service Agreement**

### **Service Provider Details**

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### **Who is referred to in this service agreement?**

Where this agreement refers to:

**Residential parent** - refers to the parent or relevant other person that the child/ren live with

**Non-residential parent** - refers to the parent or relevant other person that requires supervised services

**Party or parties** - Refers to both the residential parent and non-residential parent. Can also refer to the supervisor or anyone else that may be involved with the services provided.

### **What are supervised visitation sessions?**

A supervised visitation session refers to time shared between the child/ren and non-residential parent which occurs in the presence of an independent third person. The third person is referred to as the Supervisor. Supervised visitation sessions may result from:

- A formal or informal agreement between the relevant parties, including agreements reached through family dispute resolution processes
- An order of a court made with the consent of the parties
- An order made following determination by a Judge or Magistrate

### **What are supervised handover only sessions?**

Particularly in the context of families in dispute, for a child to spend time with a parent that they do not live with, the child/ren needs to be 'handed over' and 'handed back' at the beginning and end of each visit with the non-residential parent. In some cases, this handover of the child/ren is uncomfortable or unsafe, and may expose the child/ren to possible conflict between the parents, which is never in the child/ren's best interest. Supervised handovers occur, when the child needs to go from the residential parent to the non-residential parent and vice versa when supervised visitation sessions are not required. The supervisor ensures that the child/ren get 'handed over' and 'handed back' safely and without being exposed to conflict between parties.

## **What is the purpose of supervised visitations / handovers?**

The primary purposes of supervised visitations and handovers are:

- To promote the safety and welfare of the child/ren during handovers and visitation sessions
- To promote the safety of any vulnerable persons at handovers and visitation sessions
- To facilitate child/parent interaction while visitations are taking place

## **Roles and Responsibilities**

Bendora Support Services aims to support a child's best interests by delivering supervised services that safely provide the child/ren time with a non-residential parent.

**Bendora Support Services is committed to:**

- Protecting the child/ren from harm, both physical and psychological
- Being both independent and impartial and providing a neutral supervisor for the child/ren to spend time with the non-residential parent
- Providing intake processes that identify particular needs in order to help facilitate safe and appropriate supervised visitation sessions
- Providing documentary evidence of the supervised visitations in the form of factual, accurate and concurrent observational notes and reports
- Mandatory reporting as necessary to relevant authorities / agencies where there is reasonable belief that the child/ren or other relevant person may need protection from any form of abuse, including physical or sexual abuse.

The supervisor is the primary contact point for children and families.

**The supervisor:**

- Is committed to being neutral and independent
- Is able to propose and determine the supervised visitation arrangement, where parents are otherwise unable to cooperatively do so
- Will plan and facilitate supervised handovers and/or supervised visitation sessions
- Seeks to ensure that supervised handovers and visitation sessions proceed as scheduled and in accordance with any relevant court orders
- Keeps factual, accurate and concurrent observational notes, which can be provided upon request in the form of observational reports to be used in relevant court proceedings
- Will facilitate and support, where necessary, safe interaction between the child/ren and parent
- Will intervene, where necessary or appropriate, to ensure the safety and wellbeing of the child/ren
- Will suspend or conclude, where necessary or appropriate, a supervised visitation session
- Will provide feedback, where necessary, or guidance as appropriate to parents to ensure a child's safety and the continuity of care
- Will involve and report to all relevant authorities, including Police and other Emergency Services, Child Protection and the Commission for Children and Young People, where necessary or appropriate

The supervisor will never make recommendations in relation to the progression or otherwise of supervised time (to unsupervised time). The decision to progress supervised time to unsupervised time will always remain the decision of a court and/or the parents responsible for the child. **Please note that this service does not offer any sort of legal advice.**

### **Responsibilities of the non-residential parent**

#### **The non residential parent must:**

- Attend the visit on time and at the agreed location
- Let the supervisor know if they are running late and give approximate time of arrival - please note that in these circumstances, the session conclusion time will still remain the same regardless of arrival time
- Not be under the influence of drugs, alcohol or any other substance
- Not be threatening, abusive, aggressive or otherwise disrespectful or offensive towards the child/ren, supervisor or any other party
- Come to supervised visitation sessions or supervised handovers alone unless court orders state otherwise and this has been approved by Bendora Support Services prior to the session commencing
- Not arrange or allow any other person (including family members, friends or other agents) to monitor the supervised visitation session or handover or be in the general vicinity of the location of the supervised visitation or handover session at any time
- Listen to and co-operate with any reasonable instruction from the supervisor
- Immediately cease any behaviour or activity if requested by the supervisor
- Not take the child/ren away from the supervisor or the supervised visitation location (during supervised visitation sessions) - the supervisor needs to remain close at all times
- Not stop the child/ren from leaving the visitation with the supervisor if the supervisor has suspended or concluded the session for any reason or the session time is up
- Immediately leave the area at the conclusion of the supervised visitation session
- Not photograph, voice record or video the supervisor at any time
- Not photograph, voice record or video the child/ren at any time, unless permission has been given by Bendora Support Services prior to the session commencing
- Pay all relevant invoices on time otherwise the scheduled services will be cancelled until payments are made in full - this will be noted and relevant parties notified
- Must be honest and provide all required information during the intake process

## **Responsibilities of the residential parent**

### **The residential parent must:**

- Is responsible for bringing the child/ren to the agreed handover location on time
- Must let the supervisor know if they are running late and give approximate time
- Must not be under the influence of drugs, alcohol or any other substance
- Must not be threatening, abusive, aggressive or otherwise disrespectful or offensive towards the child/ren, supervisor or any other party
- Must not monitor the supervised visitation session or allow any other person (including family members, friends or other agents) to monitor the supervised visitation or handover session or be in the general vicinity of the supervised visitation session at any time
- Must listen to and co-operate with any reasonable instruction from the supervisor
- Must present the child/ren to the handover location for assessment by the supervisor even if they do not want to attend the visitation/handover
- Must encourage the child/ren to attend the supervised visitation / handover session
- Must not photograph, voice record or video the supervisor at any time
- Must be contactable at all times before and during supervised visitation sessions in case of any last minute changes, issues or emergency situations
- Must be on time to pick the child/ren up at the agreed handover time or otherwise contact the supervisor if late and provide approximate arrival time
- Must be available to pick up the child/ren at any time prior to conclusion of the supervised visitation session if the supervisor has requested them to do so
- Pay all relevant invoices on time otherwise the scheduled services will be cancelled until payments are made in full - this will be noted and relevant parties notified
- Must be honest and provide all required information during the intake process

If either party fails to abide by the above conditions in any way, Bendora Support Services retains the right to suspend or cease the session and/or all ongoing sessions and services provided to the family at any time. Detailed observational notes will also be documented and may be used in any court proceedings. Any relevant legal representatives and/or emergency services, child protection and welfare agencies may also be notified as required.

## What is the supervised services intake process?

The courts will generally make a decision regarding whether it is in the best interests of the child/ren or appropriate for the child/ren to have supervised visits with a parent. Alternatively, it may be that parents have come to an agreement that supervised visitation sessions should occur.

Whether by court order or otherwise, each parent is required to first make contact with Bendora to request supervised services. Bendora then begins the intake process which is listed below:

1. Bendora Support Services requests **both parents** to complete intake forms and send back to them via email with all necessary documents attached
2. Payment of the intake fee is invoiced and sent via email to the parent/s
3. Once cleared payment is received, Bendora Support Services will contact each parent to arrange times for intake interviews over the phone - during this interview, relevant information will be collected about the matter including: relationship history, child/ren's needs and any other information that may assist in the planning of supervised services. During the interview, the service will also ask that the residential parent provide emergency contact details, including a person that the supervisor can contact in the event that the child/ren cannot be handed back to the residential parent for any reason. **Please allow approximately 1 hour for this interview.**
4. Once intake is completed, the service is able to assess the presenting risks and whether supervised visitation sessions can be safely planned and resourced.
5. Once Bendora Support Services has assessed the matter and determined that it is suitable to provide services, the service will be in touch with the residential parent to organise a 30 minute meet and greet session with the child/ren to familiarise them with the supervisor prior to services commencing.

Once both parents have completed the intake process, the service needs to consider a number of factors including:

- What the Court Orders, Parenting Plan or Agreement requires (such as the frequency and duration of contact)
- When the supervisor is available, taking into account their other rostered supervised visitations and the location of the supervised visitation
- The sometimes changing availability or needs of the child/ren and the family.

The best interests of children are always at the forefront of our services and we endeavour to plan supervised visitation periods that take into account the needs of children, including their schooling or important extracurricular activities, as well as any medical appointments and other needs. Accordingly, even where Court Orders, Parenting Plans or Agreements make specific supervised contact arrangements i.e. a certain day and a certain time, it may be that, in the process of assessing your case, these contact arrangements are subject to change in order to meet the child/ren and family's needs.

Bendora support services retains at all times the right to decide whether it will provide supervision services to a particular family. This includes both determining at the very beginning that it will not provide supervision services to a family or where, at any time during the course of engagement with a family, it will suspend or cease providing supervision services where it has become unsafe or unsustainable to do so. Bendora support services has the right to immediately suspend or cease supervised visitation sessions at any time where it is assessed by a supervisor that a child is at risk and that risk cannot be safely managed or alleviated.

## Beginning supervised visitations

Where Court Orders or other agreements have specific supervised visitation arrangements i.e. specific days and times for the supervised contact periods, this service will always aim to meet the specific terms of such arrangement, but can only do this where it has the resources to do so.

Where the service is unable to resource the specific supervised visitation arrangement, it will propose an alternative arrangement (ie a different day or time for the supervised visitation to occur). Any alternative arrangement will continue to strictly fulfill the intention of the court orders or other agreement in that it will always provide the specified supervised contact duration and frequency. In other words, while the service may change the days and times of the supervised contact, it will never alter how much time or how often this time is meant to occur. Once an alternative arrangement is suggested, it is the responsibility of both parents to seek alteration of a court order (where necessary).

Accordingly, even where court orders or other agreements provide specific contact arrangements, during intake interview, both parents will be asked to provide their other availability for supervised handovers and visitation sessions, and the residential parent will be asked to advise of the child's other availability as well.

Other availability is collected so that the service is able to try and resource the specific supervised visitation arrangement but, where this is not possible, otherwise cooperatively make a different supervised visitation arrangement that allows the supervised time to be promptly commenced. **Please note that at the current time, each session is limited to 3 children.** Additional children will need to have a separate supervised visitation session booked for them - this is to ensure the children's safety and that effective supervision can occur.

## Visit location and duration times

The length of a Supervised Visitation can vary depending on court orders or other arrangements. The service fees are listed in the fee schedule found within this service agreement. Supervised visitations / handovers are held in an appropriate community setting that is agreed to by all parties prior to the visit occurring, there is no visitation centre. This service does not facilitate supervised services at a client's home. This service operates 7 days per week between 9am -7pm. Where relevant, the location of the visitations / handovers is subject to change based on things such as: court orders, weather conditions and a child's needs or requests.

## Ending a visitation early

Grounds for suspension or termination of a service may include, but is not limited to:

- One or both parents fail to comply with the rules and policies of the service
- Inappropriate conduct by a parent during the visitation
- Aggressive or threatening behaviour
- If the parent appears to be under the influence of any alcohol, drugs or other substances
- If the parent leaves during a scheduled visit to attend other arrangements
- If the child/ren refuses to have a visit after presentation in accordance with a court order
- If either party fails to show up to the supervised visitation / handover after 15 minutes and has not contacted the supervisor

**Please note that if the visitation does end early or the parent does not show up to the visitation, the full service fee will still be applicable. If a non-residential parent and/or residential parent and the child/ren have not showed up within 15 minutes of the session commencement time and have not let the supervisor know, the session will be concluded, the full session fee will be applicable and observational notes will be made stating that the relevant party did not show up.**

## Suspending or ceasing visitations

Bendora Support Services retains the right to suspend or cease provision of supervised visitation services for a family at any time, including where:

- The service determines that it is unable to provide safety for the child/ren for any reason whatsoever, including that the visits are too stressful or traumatic for the child/ren
- The service determines that a parent has failed to comply with the reasonable requests and directions of a supervisor
- A parent presents some safety risk to a supervisor, including where they are threatening, intimidating, offensive or otherwise disrespectful

The decision to suspend or cease providing a supervised visitation service is not subject to review. Bendora support services may provide reasons as to why they have chosen to suspend or cease providing supervised visitation services but are not obliged to do so. Where the service does decide to provide reasons, these reasons will be shared with both parents (and legal representatives where relevant, including the Independent Children's Lawyer).

## Handovers

In order to alleviate conflict and assist parents who do not feel comfortable or safe, a supervisor will transport the child/ren from one party to the other and back again after the conclusion of the visit. This may be particularly important to families where Intervention orders are in place. The supervisor can make careful plans so that parents do not see each other or interact and therefore the child/ren is not exposed to any potential conflict between parties.

## Cancellation Policy

If a visitation is canceled with 48 hours or more notice from the visitation start time, the cost of the visit will be credited to your next session if payment has already been made.

If a visit is canceled with less than 48 hours notice, the full visitation fee for that session still applies, unless a medical certificate is provided. This applies to either party, whomever requests the cancellation. If a session has been paid in full and is canceled with a medical certificate provided, the fee for that session will be credited to the next session. Information regarding all cancellations will be noted for relevant records.

If the non-residential parent fails to show up for the scheduled visitation / handover or the residential parent fails to bring the child/ren to the visitation / handover location, the full service fee will still be applicable and the relevant parties notified. This will also be included in any observational notes / reports written.

## Photos and videos

Bendora support services understands that families may want to have photos and/or videos together. However, we ask that you please do not take photos during the visit unless discussed with the supervisor prior to the visit occurring. This also applies to filming or voice recording during supervised visits. This decision rests under the Privacy Act and Confidentiality of a person's/child's right to privacy. The supervisor may also require that a child's consent is sought before any photographs or videos are taken of them. This service also strictly prohibits taking photos, videos or voice recordings of a supervisor at any time. **If the client refuses to abide by the above, the supervisor can terminate the visit at any time.**

## Safety

The main priority for this service is to provide physical and emotional safety for children, families, and supervisors at all times. It is sometimes a concern that a non-residential parent may try to remove or abscond the child/ren from a supervised visitation session. Whilst this service places child safety and security as its top priority, and contact locations and arrangements are made to reduce this risk, there are some limitations on what a visitation supervisor is able to physically do. It is important to note that the supervisor may not be able to physically restrain a non-residential parent from removing the child/ren if doing so presents some risk of serious or unacceptable harm to the child/ren or supervisor.

The supervisor would however immediately notify the residential parent as well as all relevant authorities, including the police, of any attempt to remove the child/ren from a supervised visitation and cooperatively work with all authorities to facilitate the return of the child. The supervisor would complete all mandatory reporting requirements in relation to the incident and prepare detailed observational notes of the incident, which would then inform courts and authorities on whether safe visitations could proceed moving forward.



During the intake process, you will be asked to list people (such as lawyers, children's services, emergency contacts, the other parent etc) that you consent to this service to communicate and share information with regarding your child and the situation. However, this service has the right at any time to contact emergency services, even without consent, if they have reason to believe that there is an imminent risk of serious harm to a child, supervisor or any other party. Bendora Support Services is also subject to mandatory reporting requirements where necessary.

For the safety of the supervisor and other clients, we ask that if the child/ren, non-residential parent or anyone else that may be attending a supervised service is unwell, they do not attend the scheduled service and contact the supervisor to let them know. If payment has already been made for this session, the fee will be credited to the next session. Please note that Bendora Support Services reserves the right to request a medical certificate in these situations.

### **Child refusal**

Bendora Support Services will always take into account the best interests of the child/ren. Whilst the supervisor will try their best to encourage the child/ren to interact, the final decision on whether they will participate or stay present at the visitation if they don't want to be there is ultimately up to the child/ren. The supervisor will not force an unwilling child to participate. The residential parent must encourage the child/ren to attend and it remains the residential parent's responsibility to bring the child/ren to a visitation location so that their presentation can be assessed by the supervisor. In the event that multiple children are present for a visitation session, the residential parent will be contacted and the child/ren refusing to participate will be handed back over to them. This is so that the supervisor can continue to supervise the session with the other child/ren without exposing the child/ren who is refusing to participate to any trauma or distress.

**Please note that the full session fee will still be applicable even if the session has to be cancelled or terminated early due to child refusal.**

### **Responsibility for the child/ren during supervised visitations**

While the residential parent is present, they remain responsible for the child (and any of the child's belongings). When the residential parent has handed over the child to the supervisor, the supervisor assumes the care and responsibility of the child (and any of the child's belongings). When the supervisor has handed over the child to the non-residential parent, the non-residential parent assumes the care and responsibility of the child (and any of the child's belongings). However the child is strictly supervised and the supervisor remains able, at all times, to intervene in the non-residential parent's care of the child or bring the visitation period to conclusion, and thereby the non-residential parent's responsibility and care of the child.

Should it be determined that a residential parent is required to attend supervised sessions with care items to support the child during the supervised session (such as food, bottles, medication, nappy change or nappy care items, prams and comfort toys etc), those items remain the responsibility of the non-residential parent and not the supervisor, however the supervisor will strictly monitor their use and prompt the non-residential parent as necessary for their safe and appropriate use, handling and return.

## **Responsibility for the child during supervised handovers**

While the residential parent is present at handover, they remain responsible for the child (and any of the child's belongings). When the residential parent has handed over the child to the supervisor, the supervisor assumes the care and responsibility of the child (and any of the child's belongings). When the supervisor has handed over the child to the non-residential parent, the non-residential parent assumes the care and responsibility of the child (and any of the child's belongings).

## **Activities during supervised visitations**

A non-residential parent is able to attend visitation with any items to facilitate a safe and interactive period for the child/ren. Appropriate activities may include sports equipment, craft activities, play and educational activities and will depend on the needs of the child/ren, the nature of supervision required and any risk issues relevant to the family. The supervisor remains able at all times to determine whether a particular activity is safe and appropriate for the child/ren and can ask a non-residential parent to not proceed or cease an activity if any risk to the child/ren is identified. Where a non-residential parent is not cooperative with any request of a supervisor, the supervisor is able to suspend or conclude a supervised visitation session and the full service fee is still applicable.

## **Drugs, Alcohol or other substances**

Supervised handovers and visitations will not be facilitated if it is assessed that a non-residential parent may be under the influence of any substance, including alcohol or illicit drugs, at the commencement or at any time during the supervised visitation session. The supervisor is able to make this assessment based on their reasonable reading of the presentation of the non-residential parent, taking into account any information that may have been provided during intake (such as a parent's history of substance misuse or medical and/or mental health history). This is to ensure the health and safety of the child/ren and all other parties involved at all times.

If a residential parent attends a supervised handover and the supervisor reasonably assesses that they may be under the influence of any substance, the supervisor is able to determine that the child/ren cannot be safely handed over to the residential parent and may make alternative arrangements for this handover to occur.

## **Conversations with a Child or Exposing a Child to Conflict**

Whether by Court Order or other agreement, non-denigration clauses routinely apply to parents in dispute. Non-denigration clauses are in place to restrict parents from speaking to the child/ren negatively about the other parent or exposing the child/ren to matters in dispute between the parents. This restriction applies to both parents and requires that neither parent speak to the supervisor about such matters, whilst the child/ren may be able to hear. If either parent speaks to the supervisor about such matters, and the supervisor is concerned about the content of the matters raised or the possibility that the child/ren has been exposed to any of the matters raised, or the prevailing sentiment shared, the supervisor is able to record these conversations in the observational notes.

## **Use of Mobile Phones During Supervised Contact**

This service relies on both parents being readily contactable by mobile phone at any time. This is important so that supervised visitation periods can be appropriately planned and that visit arrangements can be confirmed or altered (where necessary) at short notice. Once a supervised visitation commences however, the service strongly encourages non-residential parents to switch their mobile phone to silent or turn off, to limit distractions during the session and maximise the opportunity for interaction with the child/ren. Residential parents must be contactable at all times during sessions in case of emergency or any issues.

The non-residential parent may be permitted to use their mobile phone to take photographs or videos of a child during a visitation period if organised and approved by the service / supervisor prior to the visit occurring (please see the '*photos and videos*' section of this service agreement for further information). Should a non-residential parent not cooperate with or fail to observe any reasonable request of the supervisor, the supervisor is able to suspend or terminate the supervised visitation session immediately.

## **Monitoring of Supervised Visitations**

Unless a Court Order or other relevant agreement states otherwise, Bendora Support Services strictly prohibits a parent (or their family member, friend or agent) remaining at a visitation location or in the general vicinity of a visitation location to monitor a supervised visitation session.

Should a supervisor observe or otherwise have information that suggests that a parent (or their family member, friend or agent) is monitoring a supervised visitation session, they will be asked to leave the location and cease any further attempts to monitor the supervised visitation session.

Should a parent (or their family member, friend or agent) not cooperate with or fail to observe any reasonable request of the supervisor, the supervisor is able to alter the handover arrangement, change the visitation location or otherwise suspend and/or conclude the supervised visitation session immediately.

Where a supervisor observes or otherwise has information that suggests that a parent (or their family member, friend or agent) is monitoring a handover or supervised visitation session, this will be included in observational notes / reports and, where relevant, the service will contact lawyers and/or provide the information to relevant authorities.

## **Medication and diet**

All specific arrangements for any medical or dietary requirement for the child/ren should be detailed at intake and otherwise confirmed by the residential parent with the supervisor prior to the commencement of any supervised visitation session. If the child/ren requires any special dietary requirements or medication during the visitation session, the residential parent must include the appropriate items / food along with the child/ren's belongings.



## **Transport services**

Bendora Support Services provides transportation services for an additional fee in order to avoid conflict between parties. The supervisor will pick up and drop off children before and after visitation sessions. The supervisor holds a full and current driver's licence. Please see fee schedule and child transportation agreement form for further information.

## **Feedback at final handover**

At the conclusion of a supervised visitation during the final handover of the child/ren to the residential parent or emergency contact, the supervisor is able to provide basic information to the residential parent / emergency contact as to how the visitation generally proceeded and how the child/ren generally presented.

This may include information as to what the child/ren ate or drank, any toileting needs observed during the visitation session or any notable incidents (for example, an accident at play including a trip or fall). Any information provided at the conclusion of supervised visitation is intended to ensure continuity of care of the child/ren. The information at final handover will not provide detail about the visitation period or any information about the non-residential parent. Detailed information about the supervised visitation period will only be provided in requested observational reports.

## **Sharing of Information**

Where the service is required to communicate with one parent in relation to a matter in dispute, both parents will be copied into the correspondence. If a parent has a legal representative, this communication will be directed to their legal representative and the other parent's legal representative will be copied into that correspondence. This service is committed to transparent and equitable provision of service. This general commitment to the sharing of information may be changed where the service identifies any safety concerns.



## **Record Keeping**

Bendora Support Services provides families with two core services, the facilitation of supervised services and the provision of accurate, factual and impartial observational notes.

If requested (generally via legal representatives) and for an additional fee, observational reports (collated from multiple sessions) and/or visitation session reports (collated after each individual session) can be written based on information collated from observational notes taken during supervised services. Please note that observational reports require two weeks notice and must be paid for in full before they will be released to the relevant parties. The relevant accounts must be paid in full for these reports to be released also.

For the purposes of intake and the proper and safe facilitation of supervised services, Bendora Support Services will take, collect and store other records relevant to the child/ren and family including:

- A signed copy of the intake form, service agreement and consent to collect and share information forms
- Intake assessment materials and interviews
- Any materials released to the service by the parties or court including written reports and expert materials
- Case files including details of telephone calls and text communications between the Service and a parent or other notes or notifications recorded by the service
- Other reports or assessments as necessary
- Incident reports or complaint materials

All records are strictly confidential, are stored in a safe and secure location and are for internal purposes only, except as required to be produced by subpoena or otherwise according to the law.

## **Payment of Invoices**

**All invoices must be paid and received as cleared funds by Bendora Support Services at least 48 hours prior to a scheduled supervised visitation or handover session.**

If payment has not cleared 48 hours prior to a scheduled supervised service, Bendora Support Services has the right to cancel the scheduled supervised service. If this cancellation results in a dispute between the parents in relation to any make-up supervised visitation arrangements, the parents remain responsible for any such arrangement and not Bendora Support Services.

Where parents are unable to come to cooperative arrangements in relation to making up supervised services, legal representatives (including the Independent Children's Lawyer, where relevant) may become involved.

Bendora Support Services retains the right to cease providing services if a client consistently makes payments late or doesn't make payments.

### **Administration Costs and Additional Administration Fees**

A supervisor will engage in basic communications with parents to propose and confirm supervised visitation or handover arrangements. Where parents are not cooperative or not able to agree to proposed supervised visitation or handover arrangements, the parents will be asked to contact (where applicable) their legal representative. If a parent is not legally represented, they may need to seek legal advice. It is not the role of the supervisor to negotiate supervised visitation arrangements or mediate disputes between parties.

Similarly, where parents are not cooperative or their communications with supervisors are excessive in content or frequency, legal representatives may need to become involved. Parents will also incur an additional administrative fee (currently \$60.00 per communication, but subject to change) for phone calls, text messages or emails outside of those reasonably required for the making or confirming of basic supervised visitation or handover arrangements.

An additional administration fee may also be applied where court orders include a provision that Bendora Support Services contact the court directly for any reason whatsoever, including for a parent's non-compliance with intake or visitation procedures and processes.

### **Costs of venues for supervised visitation sessions**

In the event that supervised visitation is planned for a venue, such as a play or activity centre, that has an entry fee, the non-residential parent is responsible for the costs associated with their entry as well as any cost applicable to the child/ren and the supervisor. Bendora Support Services may conclude the visitation at any time if this condition is not met.

### Fee Schedule

***\* From 1st January 2025 an additional 10% GST fee will also apply \****

Service	Fee	Unit
Intake process fee (inclusive of both parents in order to gather necessary information - via phone call - Includes up to 1 hour per parent for intake interviews and a 30 minute meet and greet with the child and residential parent to familiarise them with the supervisor)	\$150	Per session, one off fee
Supervised Visitation Session - Weekday	\$130 first hour, Then \$110 per hour for each additional hour	Per Hour
Supervised Visitation Session - Saturday / Sunday	\$150 first hour then \$110 per hour for each additional hour	Per Hour
Supervised Visitation Session - Public Holiday	\$170	Per Hour
Transportation fee (If required - includes transport for up to 3 children and up to 50 km)	\$40	Per visit
Transport fee (for each additional km exceeding 50 km per visit)	\$1	Per km
Supervised Handover Only - Weekday	\$60	Per handover
Supervised Handover Only - Saturday / Sunday	\$70	Per handover
Supervised Handover Only - Public holiday	\$100	Per handover
multiple visitation sessions detailed report (at least 2 weeks notice is required for these)	\$300	Per report
Letters for lawyers / courts, single visitation session reports	\$85	Per document
Affidavit	\$140	Per request
Gathering of Documents for Subpoenas	\$140	Per request
Court Appearance - including over the phone	\$130*	Per hour (*minimum 2 hour charge applies)
Additional Administration - for phone calls, text messages or emails outside of those reasonably required for the making or confirming of basic supervised visitation arrangements	\$60	Per Communication

## **Gifts for Children**

If a non-residential parent attends a scheduled supervised visitation session with a gift for the child/ren, they must first let the supervisor know that they have something to gift the child/ren and must provide the supervisor with any information prior to the visit as to what is contained in any packaged gifts, so that the supervisor is able to assess that the gift is both appropriate and safe for the child/ren.

Where the gift includes a card or note etc, the parent should let the supervisor know what the card or note says, or otherwise allow the supervisor to read the card or note, so that the supervisor is able to assess the card or note as both appropriate and safe for the child/ren.

The supervisor should ask a residential parent whether they consent to the gift, card or note coming home with the child/ren at the conclusion of the visitation or otherwise ask that the non-residential parent take the item/s with them.

The supervisor is not required to negotiate or mediate disputes between parents in relation to gifts and parents will be referred to their legal representatives (where relevant, including the Independent Children's Lawyer) if they remain in dispute about these matters. Any issues or disputes will also be included in observational notes / reports.

Where a non-residential parent regularly brings gifts outside of usual seasonal gifts, this will be noted in observational notes / reports.

## **Third Party Participation**

As a general rule, no third parties are permitted to participate in a supervised visitation or handover session, including by video call. This means that unless court ordered, a non-residential parent is required to attend all scheduled supervised visitation and handover sessions alone. Please note that if any third party is court ordered to attend, this service agreement also applies to them.

If a residential parent does not agree to a third party participating in a supervised visitation or handover session, the parents will be referred to their legal representatives (where relevant, including the Independent Children's Lawyer) to determine. The supervisor is not required or responsible to negotiate or mediate disputes between parties in relation to third parties participating in supervised visitation or handover sessions.

Even where court ordered, or otherwise in a Parenting Plan or agreement, Bendora Support Services retains the right to determine whether it is safe and appropriate for any third party to participate in a supervised visitation or handover session.



## **Reviewing, amending, and ending this Service Agreement**

Because circumstances change, this means sometimes a Service Agreement will need to change too. If this Service Agreement needs to be amended, both Parties will agree to all amendments before they are implemented. Where possible these amendments will be reflected in writing through a new Service Agreement.

Should either party wish to end this Service Agreement, 2 weeks (14 days) notice should be given in writing to the other party. If either party seriously breaches this Service Agreement however, notice is waived. Providing 2 weeks notice does NOT mean undelivered services are payable by you. You still have the right to cancel services during the notice period in accordance with the cancellation policy.

## **Complaints and Feedback**

Your feedback is welcomed by me. You are encouraged to share how you think my services provided to you can be improved. Please feel free to contact us with any feedback or complaints by emailing ***admin@bendorasupport.com***

## **Acknowledgement**

This service agreement is effective as of the start date specified and will remain in effect until it is amended or terminated by either party. Both the applicant and the service provider acknowledge that they have read and understood the terms and conditions outlined in this agreement.

**The start date of this agreement is:**

<b>Applicant name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Service Provider:</b>	<b>Signature:</b>	<b>Date:</b>