

OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to the fact that:

- we will handle your personal information in accordance with our privacy policy, available on our Site;
- your failure to pay the Session Price in accordance with the Payment Terms may result in us cancelling a Session;
- you must abide by conduct requirements set out in clause 3.4, failure to do so may result in us terminating a Session;
- subject to your Consumer Law Rights our Liability for the provision of the Services will be limited to, at our discretion the resupply of the Services or the repayment of the Price paid by you to us;
- we will not provide a refund for a cancelled session if:
 - it was cancelled within 24 hours of its start time;
 - you fail a drug screening test as set out in 3.4(h); or
 - during the Session, we determine that the Session is unsafe as set out in clause 3.4.

These Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

1. Acceptance

- 1.1 This Agreement is between Supervised Services (ABN 68 710 483 859), (**we, us or our**) and you, together the **Parties** and each a **Party**. This Agreement forms the entire agreement under which we will provide the Services to you.
- 1.2 We provide child supervision services, facilitate supervised safe contact and parent changeover Sessions between parents and children (**Services**).
- 1.3 In this Agreement, **you** means (as applicable) the person or entity registering your child(ren) for our Services.
- 1.4 You accept this Agreement by checking the box, clicking "I accept", registering for the Services by booking a session via our website, instructing us (whether orally or in writing) to proceed with the Services, or making part or full payment of the Price.
- 1.5 This Agreement will commence on the date it is accepted in accordance with clause 1.4 and will continue until no further sessions are booked or it is terminated in accordance with these terms (**Term**).

2. Services

- 2.1 In consideration of your payment of the Price, we will provide the Services including the Sessions in accordance with this Agreement, whether ourselves or through our Personnel.
- 2.2 If this Agreement expresses a time within which the Services are to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.
- 2.3 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under this Agreement, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause 2.3.

3. Sessions

- 3.1 Booking will be arranged with you, subject to our availability, after you have completed the Intake Form. Each Session will last a minimum of 2 hours unless, a Court Order states otherwise, and will take place in a public, neutral area (**Arranged Location**) as decided between the Parties (**Session**).
- 3.2 When booking the first Session you must complete the Intake Form attached to these terms and provide any documentation requested including relevant Court Orders. You must notify us as soon as possible if your contact information changes or updated court orders are issued.
- 3.3 During the Session, we will be present at all times when the child(ren) are with a parent. The parent will assume primary responsibility of the child(ren). We will maintain a passive presence and refrain from intervening in the time between the parent and the child(ren) unless it becomes necessary.
- 3.4 You agree to abide by the following restrictions during a Session:

- a) follow our reasonable directions for entry and exit from the Arranged Location;
- b) arrive at each Session on time and leave the Arranged Location following changeover as directed by us;
- c) not record visuals or audio of our Personnel or any other parent;
- d) not be under the influence of drugs or alcohol;
- e) not display any violent or threatening physical or verbal behaviour towards any other person;
- f) not attend the Session with any other person unless expressly authorised by the Court or Mediator;
- g) not be left unattended with the child at any time including while accessing toileting facilities;
- h) if required, provide the results of drug screening 24 hours prior to the Session; and
- i) abide by any directions specified by the Court or Mediator

3.5 You acknowledge and agree that if you fail to pass the drug screening specified in clause 3.4(h), we may cancel the Session without providing a refund.

3.6 If during the Session, we determine that the parent is acting in a way which might harm, frighten or upset the child(ren), or breaches any of the requirements in clause 3.4 we may, at our absolute discretion, cancel the Session without providing a refund and reserve the right to refuse to provide future Services.

3.7 We will keep a record of the Session that includes the following information (**Report**):

- (a) the date;
- (b) how long the Session went for;
- (c) brief notes about the activities;
- (d) any concerns we have about the Session; and
- (e) whether the child(ren) enjoyed the Session.

3.8 If the Report is requested by the Court or a legal representative, we require at least 3 weeks' notice to prepare it. We will only issue the Report when the Report Fee has been paid in accordance with the Payment Terms. The Report will be provided to both parent's legal representatives unless the parent is self-represented legally. Reports will not be issued while Sessions are active to ensure protection of the child(ren).

4. Price and Payment

4.1 In consideration for us providing the Services, you agree to pay us the Session Price for each Session upfront, through Xero or as otherwise directed by us (**Payment Terms**).

4.2 Unless otherwise agreed between the Parties, any Session Price must be paid at least 24 hours before the commencement of the Session (**Payment Deadline**).

4.3 If we are required to prepare a Report, the Report will incur an additional fee (**Report Fee**). We will not release the Report to you until the Report Fee is paid in accordance with payment method on our Site. If the Court Order does not specify which parent will pay the Report Fee, it will be split the parents.

4.4 If we are required to give evidence in Court about a Session or Report, you must reimburse us an hourly fee for the cost of giving evidence whether in person or via an audio-visual link (**Evidence Fee**). Regardless of the time we are required to spend in Court, the minimum Evidence Fee must cover at least 3 hours of our time to account for our preparation time.

4.5 We may offer payment through a third-party provider. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.

4.6 If any payment has not been made in accordance with the Payment Terms, by the Payment Deadline we may (at our absolute discretion) cancel the Session.

4.7 When applicable, GST payable will be clearly shown on our invoices. You agree to pay us an amount equivalent to the GST imposed on these charges. "GST" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

5. Confidential Information and Personal Information

- 5.1 While using our Services, you may share Confidential Information or personal information with us. We collect, hold and disclose and use any personal information you provide to us in accordance with our privacy policy, available on our Site, and applicable privacy laws. We agree to treat your Confidential Information with strict confidence and not use or permit any unauthorised use of it.
- 5.2 Clause 5.1 does not apply where the disclosure is required by law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with this Agreement and provided that you ensure the adviser complies with the terms of clause 5.1.
- 5.3 You must only disclose personal information to us if you have the right to do so (such as having the individual's express consent).

6. Obligations and Warranties

- 6.1 Each Party represents, warrants and agrees that:
- (a) it has full legal capacity, right, authority and power to enter into this Agreement, to perform its obligations under this Agreement, and to carry on its business;
 - (b) this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms;
 - (c) if applicable, it holds a valid ABN which has been advised to the other Party; and
 - (d) if applicable, it is registered for GST purposes.
- 6.2 You represent, warrant and agree:
- (a) that you will comply with this Agreement, all applicable Laws, and policies and procedures made known to you by us;
 - (b) you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes, or whether the Services will provide a desired outcome), unless expressly stipulated in this Agreement;
 - (c) that you will provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services;
 - (d) that the information and documentation you provide to us is true, correct and complete;
 - (e) you will not infringe any third party rights in working with us and receiving the Services;
 - (f) you will not attend the Session with any other person, unless authorised by a Court or Mediator;
 - (g) you will comply with the conduct requirements in clause 3.4. Failure to do so will be considered a material breach of this agreement; and
 - (h) that you will treat our Personnel, and other parents and guardians with respect and fairness.

7. Consumer Law Rights

- 7.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (**Consumer Law Rights**), and these Terms do not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of these Terms. Our liability for a breach of your Consumer Law Rights is, unless the laws of your jurisdiction state otherwise, limited to either resupplying our Services, or paying the cost of having our Services resupplied.
- 7.2 If you accept these Terms in Australia, nothing in these Terms should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, any part of the Australian Consumer Law (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).

8. Liability

- 8.1 Despite anything to the contrary, and to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with your failure to provide appropriate supervision of your child(ren) during a Session.
- 8.2 Despite anything to the contrary, to the maximum extent permitted by law, and subject to your Consumer Law Rights:
- (a) neither Party will be liable for any Consequential Loss;
 - (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and

- (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

8.3 This clause 8 will survive the termination or expiry of this Agreement.

9. Termination

9.1 You may terminate a booked Session at any time. If you terminate within 24 hours of the Session time, we will not provide a refund to you.

9.2 We, or our Personnel, may terminate a Session if we deem it to be unsafe or inappropriate in accordance with clause

9.3 This Agreement will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

- a) the other Party (**Defaulting Party**) breaches a material term of this Agreement and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
- b) the Defaulting Party is unable to pay its debts as they fall due.

9.4 Upon termination or expiry of this Agreement we will immediately cease providing the Services.

9.5 The accrued rights, obligations and remedies of the Parties are not affected by termination of this Agreement.

9.6 This clause 9 will survive the termination or expiry of this Agreement.

10. General

10.1 **Assignment:** You may not transfer or assign these Terms (including any benefits or obligations you have under these Terms) to any third party without our prior written consent. We may assign or transfer these Terms to a third party, or transfer any debt owed by you to us to a debt collector or other third party.

10.2 **Disputes:** Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

If the Dispute is not resolved at that initial meeting:

- a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation; or
- b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Melbourne, Victoria, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.

10.3 **Events Outside Our Control:** We will not be liable for any delay or failure to perform our obligations (including our Services), if such delay or failure is caused or contributed to by an event or circumstance beyond our reasonable control.

10.4 **Governing law:** These Terms are governed by the laws of Victoria, and any matter relating to these Terms is to be determined exclusively by the courts in Victoria and any courts entitled to hear appeals from those courts.

10.5 **Illegal Requests:** We reserve the right to refuse any request for or in relation to our Services that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with these Terms.

10.6 **Notices:** Any notice you send to us must be sent to contact@supervisedservices.com.au. Any notice we send to you will be sent to the email address entered in the Intake Form.

10.7 **Survival:** Clauses 8 to 9 will survive the termination or expiry of these Terms.

11. Definitions

11.1 In these Terms:

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of our Services will not constitute "Consequential Loss".

Confidential Information includes information which:

- (a) is disclosed to you in connection with this Agreement at any time, including (without limitation) any course materials or resources;

- (b) is prepared or produced under or in connection with this Agreement at any time;
- (c) relates to our business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever you receive that information.

Court Order means the legally binding directive issued by the relevant Court.

Evidence Fee means \$100 per hour in accordance with clause 4.4.

Intake Form means the form attached to this Agreement.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

Mediator means the neutral third party that facilitates communication and negotiation as part of the mediation.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents that possess the necessary qualifications to perform the Services.

Personal Information means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

Report has the meaning given in clause 3.7.

Report Fee means \$70 per Session in accordance with clause 4.3.

Services means the services we provide to you, as detailed in clause 2.1.

Session has the meaning given in clause 3.1.

Session Price means the price of each Session, totalling \$450 for 4 sessions for the performance of the Services in the Session.

Site means our website, available at www.supervisedservices.com.au

Signature _____ Date _____