



## LILLY PILLY SERVICE AGREEMENT

Parents play a vital role in making contact visits an enjoyable and positive experience for themselves and their child, and both the parties/parents have roles and responsibilities in this regard.

The Carer Parent (the parent with whom the child resides) has the role and responsibility of preparing the child, in a positive way, in advance of the visit about travelling/being with another person (the Supervisor) and spending time with the other parent.

Lilly Pilly recognise that parents may find the presence of a contact supervisor at their visits stressful and challenging. However, the overall aim of contact supervision is to assist you and your child to have an enjoyable and positive experience.

The following information on roles and responsibilities for each of the parties is intended to identify and clarify protocols and boundaries for the parties. In providing this information, Lilly Pilly also seeks that the parties agree upon all arrangements associated with the contact visits.

### **A CONTACT SUPERVISOR:**

1. A Contact Supervisor will be required to be present at all times during the contact visit, unless Lilly Pilly receives clear instructions to the contrary. They will seek to help you and your child have a pleasant time and facilitate a positive time for your child before and following the contact.
2. The Lilly Pilly Supervisor has responsibility to ensure the safety, welfare and wellbeing of the child/ren they are supervising, however, there is an expectation that the parent having contact with the child/ren takes responsibility for managing the child/ren's behaviour during the visit.
3. It is important for the Contact Supervisor to be able to hear and see all that is occurring. You will not be able to take your child out of the sight or hearing of the Contact Supervisor.
4. This can be challenging for some parents, however, it is important to remember that supervisors may be required to write a report following the visit and by being in close proximity they are able to truly reflect what occurred – the positives, as well as negatives. We encourage you to view this as a positive and an opportunity for you to demonstrate your parenting and care-giving skills.
5. The Supervisor may write a report following the visit which is often filed at court by the legal representatives of the parties involved. This report is comprehensive and if you do not want information included in the report of a personal nature, it is best to not discuss this information during the contact.
6. The report will give details of (a) who attended the visit, (b) what activities and interactions took place (c) what was talked about and other information relevant to the wellbeing and welfare of the child. While supervisors seek to manage negative behaviour, any adverse events where your child showed distress, or other events such as where information was shared with your child that was inappropriate or hurtful (e.g. negatively mentioning another parent, discussing the issues to do with court or making/breaking unreasonable promises



to the child/young person) will be recorded in the report. Reports are prepared with the principal consideration of the child's safety, welfare and wellbeing.

## **B SUPERVISED PARENT - How to act and behave:**

1. Plan to be on time for the visit, allowing for additional time to get to the centre should there be a delay while in transit. This is especially important if you are unfamiliar with a new meeting place or contact centre.
2. Plan and prepare during the visit for when the contact ends.
3. While we understand such visits can be a difficult and an emotional time, try to be as calm and positive as possible throughout contact. It has been proven that demonstrating a positive emotional state will assist and benefit the wellbeing of your child/ren, thus ensuring their visit is a positive experience.
4. Do not discuss court matters with your child/ren.
5. Do not engage the supervisor or your child/ren in negative discussions about other parties involved in your case.
6. It is your responsibility to manage your child/ren's behaviour during the contact visit. Please try to do this in a positive way.
7. Supervision is provided to the person named in the court orders, or on the received referral form.
8. Please be aware that some foods are not nutritionally good for children and can, and often do, affect their behaviour. Please try to buy or bring food to the visit that is healthy, with low sugar levels and minimal amounts of artificial colours and flavours. It is okay to bring a special treat, but keep these to a minimum. Please understand that unhealthy and sugary foods will impact on your child's ability to remain calm and enjoy their time with you.
9. From time to time, Contact Supervisors may give directions regarding your children. This may include: pointing out that your child/ren are engaging in dangerous activities that may result in falls/accidents; suggesting alternative methods for disciplining the child/ren; reminders to change a child's nappy etc. You are expected to follow these reasonable directions.
10. Parents and participants at the visits and others involved in some way are not to film, photograph or record during visits if this is specified as a restriction at the time of making the referral. Supervisors are not to be photographed or filmed at any time by any parties involved.
11. Any activities planned for contact must be appropriate and allow the Supervisor to perform their role, and be an agreed-upon activity by Lilly Pilly. Lilly Pilly venues do have swimming pools and open water etc. Unless instructed otherwise, it is the Supervisors discretion whether certain activities are participated in.
12. The meeting location of the contact is confirmed prior to the contact date and advised by the referring parties. Any changes to this location must be agreed and arranged prior to the contact day and LILLY PILLY informed with appropriate notice.



13. Contact Supervisors and children being supervised at the contact visit, are NOT permitted to travel in the vehicle of the person/s being supervised, or other vehicles nominated by the person/s being supervised.

If transportation is required during a contact visit, the supervisor will transport the children and meet the person being supervised at the designated venue. The person being supervised may be allowed to travel in the front seat of the Supervisor's car at the discretion of Lilly Pilly Management. If arranged prior to the contact, or agreed by Lilly Pilly Management, the Contact Supervisor may travel with the person being supervised on a public conveyance, such as bus, tram, ferry, train, taxicab etc.

## **C CONTACT VISIT GUIDELINES**

It is important to present positively for the visit. Contact visits will not proceed in the following circumstances:

1. You come to the contact visit under the influence of drugs or alcohol
2. You fail to comply with the agreed arrangements
3. You are observed to be in an inappropriate emotional state, such as highly agitated, aggressive or abusive

The following actions are not permitted during the contact and may lead to cancellation of the visit:

1. Consumption of drugs or alcohol
2. You hit or physically discipline your child
3. You threaten your child with physical punishment or violence
4. You discuss the court case with your child or the supervisor
5. You show your child you are angry or upset with the child's other parent, extended family or the court
6. You speak negatively about the child/ren's other parent/family members
7. You are aggressive or abusive towards the supervisor

### **Please note:**

If any of these happen, the Contact Supervisor will firstly warn you to correct your behaviour, and will end the contact if your behaviour continues. Make sure you listen to any directions the Supervisor may give about contact and follow them carefully. Please keep in mind the Contact Supervisor is simply seeking the best outcome for all.

## **D PARENT WITH WHOM THE CHILD RESIDES ~ Roles + Responsibilities:**

1. In instances where supervised contact is court ordered, it is the role of the parent/s and their legal representatives to interpret and abide by court orders; it is not Lilly Pilly responsibility. Lilly Pilly expects the parents, directly or through their legal representatives, to arrive at agreed arrangements consistent with the court orders and advise Lilly Pilly. Lilly Pilly will seek at all times to maintain a position of neutrality, with a focus on the welfare and wellbeing of the child.
2. The parent with whom the child resides has responsibility for preparing the child for the visit and to ensure the child is well and positively prepared to attend and participate.
3. Lilly Pilly Supervisors are trained to assist the child during handover, however, the work in advance of the visit by the parent with whom the child resides is crucial, as they are best positioned to positively prepare the child and Lilly Pilly expects this to occur.



4. While parents with whom the child resides may sometimes feel they can dictate the terms of the visit, Lilly Pilly expects that they will arrive at an agreement with the parent with whom the child does not reside, and convey these agreed arrangements to Lilly Pilly.
5. Lilly Pilly will seek to maintain a position of neutrality, with a focus on the welfare and wellbeing of the child.
6. The primary parent is to ensure that essentials are packed for the care of children during contact. This will include water, food for a young baby such as milk etc., clothing to suit weather conditions, a hat, sunscreen etc.
7. Lilly Pilly may charge an Administration Fee (refer to price list) Lilly Pilly's discretion if the work undertaken on behalf of your family falls outside the standard scheduling and administration obligations for arranging and facilitating contact supervision. The person requesting the excess work will be financially responsible for this fee.

**Please note:**

Lilly Pilly understands there is often conflict for both the parties associated with Supervised Visits, however, parent/s are advised that they are not to deliberately or unintentionally seek to draw the Supervisor into the conflict. This also means that parents are not to question/interrogate Supervisors before, during or after contact visits.

The Supervisor will provide feedback about the visit to ensure that the parent with whom the child resides is adequately informed as to what the child ate, when they attended the toilet and other such information.

This feedback will be in relation to the child, and detailed feedback about the visit will be provided in the report. The feedback the Supervisor provides at the end of the visit is about equipping the parent/s to provide the best possible support to their child, and is to support an understanding of what the child has experienced. It is not designed to be used in furthering any dispute that exists between the parents.

**E PROCEEDING AND INVOLVING THE OTHER PARENT/PARTY:**

1. After making contact with Lilly Pilly, please ensure that the other parent/party are made aware of your intention/application to use Lilly Pilly services and ensure they are provided with the relevant documents. All relevant parties will be required to read the Lilly Pilly Information Pack and to complete and sign the Family Contact Service Agreement and Referral Form (these are included in the Pack). The referral cannot progress until Lilly Pilly receives completed documentation from both parties/parents.
2. Should you wish to include other family/friends in contact visits, please ensure the other party/parent is notified and agreeable to those people attending, and in such instances Lilly Pilly must be informed in advance of the contact visit.
3. Unless Court Orders specifically state otherwise, all intake forms, communication, emails, notes and reports shall be available for both parties at all times.
4. To limit any perceived bias by either party, information and emails received from either party may be responded to by being sent to both parties in the same email.



## **F QUESTIONS AND CONCERNS:**

1. If you have any questions regarding the contact visit arrangements, please call the **Lilly Pilly office on 0418 878 767**. The after-hours message on the office number provides other out-of-hours numbers. These numbers are provided in the event of an emergency or where information needs to be passed on or requires an urgent response.
2. Note that Supervisors are not involved in arranging contacts and are not able to give you information regarding your contact visits. Any queries regarding your contact **MUST** be communicated directly to the Lilly Pilly Office.
3. Please direct questions of a legal nature to your lawyer or other relevant professional.

## **G SUSPENDING OR CEASING SERVICE PROVISION:**

Lilly Pilly may decide to suspend or cease providing service. This might be considered, for example where:

1. The way the visit is proceeding is, in the view of the Supervisor often with support from a manager, too stressful or traumatic for the child.
2. Lilly Pilly determines that it cannot effectively address the safety requirements or other issues involved in the particular case.
3. The case is placing an undue demand on Lilly Pilly resources.
4. One or both of the parties have failed to comply with the terms and conditions of the service.

### **Please note:**

The decision to suspend or cease providing a service will be made known to the party/parties. Lilly Pilly personnel will provide the reasons for the decision to suspend or cease providing a service and where such issues can be resolved, Lilly Pilly would then review that decision.



**PERSONAL INFORMATION**

Information provided in this form is treated as **CONFIDENTIAL**

Date: .....

**CHILD/REN DETAILS**

Number of children to be supervised:

Relationship to person being supervised:

How long since child/ren have seen or spoken with the Supervised Parent:

**CHILD 1**

Name:

Gender:	DOB:	Age:
---------	------	------

Legal representative (ICL):

Behavioural notes/concerns:

Medical information (e.g. allergies):

**CHILD 2**

Name:

Gender:	DOB:	Age:
---------	------	------

Legal representative (ICL):

Behavioural notes/concerns:

Medical information (e.g. allergies):

**PLEASE NOTE:** IF THERE ARE MORE THAN 2 CHILDREN PLEASE COPY THE RELEVANT PAGE AND INCLUDE WITH YOUR APPLICATION



FAMILY DETAILS	
PARENT 1 (Person with whom child/ren reside)	
Name:	
Address:	
Mobile:	Home phone:
Email address:	
Emergency contact:	Phone number:
Legal representative's name and firm:	
Phone:	
Email address:	
PARENT 2 (Person being supervised)	
Name:	
Address:	
Mobile:	Home phone:
Email address:	
Emergency contact:	Phone number:
Legal representative's name and firm:	
Phone:	
Email address:	



FINANCIAL RESPONSIBILITY	
Person responsible for payment of the service:	
Percentage (or dollar amount) of responsibility:	
Address:	
Mobile:	Home phone:
Email address:	

ALL COSTS ARE PAYABLE BEFORE SCHEDULED SUPERVISED CONTACT OR OTHER SERVICES

I, \_\_\_\_\_ are financially responsible for this service, agree to the following:

- That I will pay the invoiced costs into Lilly Pilly's bank account **at least 48 hours prior to each contact or service.**
- I will incur a late cancellation fee if Lilly Pilly is NOT notified of cancellation earlier than 5pm the day before a weekday contact and earlier than 5pm the Friday before a weekend contact (please refer to the Lilly Pilly price list information for late cancellation policy).
- I agree that I remain responsible for payment in full in the event that a contact visit is terminated due to a conduct breach on my part during a visit. I understand that I am financially responsible if a cancellation is made by either party and any disputes will be discussed with the other party via legal representation or appropriate channels of communication.
- I agree to notify Lilly Pilly office personnel by email/phone/fax when payment has been made. This will ensure that Lilly Pilly has enough time to put the necessary arrangements in place to facilitate your contact visit (eg arrange for a Contact Supervisor). Failure to make payment in time may result in a visit being delayed/postponed or cancelled.
- I will incur an Administration Fee (refer to price list) at Lilly Pilly discretion if the work undertaken on behalf of my family falls outside the standard scheduling and administration obligations for arranging and facilitating contact supervision.
- I understand that Lilly Pilly personnel/Supervisor will seek to encourage and motivate a child/ren to participate in a visit. Lilly Pilly personnel/Contact Supervisors and Carers are not permitted to use force or undue coercion to cause a child/ren to attend or participate in a contact visit. I agree that I remain responsible for payment in full in the event of a contact visit not proceeding due to termination, a child/ren not willing to attend, or in other instances such as illness where it is considered by either the Contact Supervision or Carer as not being appropriate.
- I am aware that Lilly Pilly will cease all contact supervision services; and undertake debt recovery (legal) action against me in the event that I fail to pay my account.

(Print Name)	(Signature)	(Date)





## **SERVICE AGREEMENT**

### **All service users must complete and sign this form**

This Agreement is a contract between you and Lilly Pilly. The information and terms in this document apply to your use of our services. In signing this document you agree that you will be bound by the terms and conditions in this Agreement. If you do not want to be bound by this Agreement, you must stop using our Services.

We may amend this Agreement at any time, for example if we update the operation of our Services or as required by law. All future changes included in a policy update are incorporated by reference into this agreement.

If we make significant changes to this Agreement which may impact on your use of our services or our service provision, we will email you an updated copy of the Lilly Pilly Service Agreement for your records.

Any changes to the Lilly Pilly Service Agreement will take effect 30 days after the updated Agreement has been provided.

By continuing to use our Services after any amendments to this Agreement, you agree to abide and be bound by any changes. If you do not agree with any changes we make to this Agreement, you may terminate this Agreement by terminating use of this service.

I agree to the following:

## **CONDUCT**

1. If the child/ren or I are unable to attend contact for any reason, I will inform Lilly Pilly as soon as possible. I understand it is my responsibility to inform the other party through relevant legal channels. I am aware that a late cancellation fee will be incurred if I cancel after 5pm of the weekday before my contact visit.
2. I will comply with the agreed arrangements.
3. I will comply with the reasonable directions of the Contact Supervisor.
4. I will not come to the contact visit under the influence of drugs or alcohol, nor partake in the consumption of drugs or alcohol during the contact.
5. I will not be aggressive or abusive towards Lilly Pilly personnel prior to, during or after the contact visit.
6. If I feel that I am getting distressed or upset at any point during the contact visit, I will step away to collect myself.
7. I am aware that my contact visit can be cancelled if I do not abide by any of the above points.
8. In relation to any additional attendees, I will advise Lilly Pilly in advance of the contact visit. Any attendees NOT approved to attend must be listed on the Referral Form following agreement from both parties.

## **CLIENT DISCLAIMER**

1. I agree that the information provided to Lilly Pilly is true and correct to the best of my knowledge and belief.
2. I agree, as a condition of participating in any activity supervised by Lilly Pilly and its Contact Supervisors, I release and indemnify Lilly Pilly from and against any liability arising directly or indirectly out of such participation (including negligence).
3. To the fullest extent permitted by law, the Indemnity covers, but is not limited to, any liability arising out of, or as a direct or indirect consequence of any harm, loss, damage, bodily injury or death sustained



by myself, my child/ren and any attendees as a result of participation in the activities (including transportation of children/attendees to and from such activities), or being present at a premises utilised by Lilly Pilly for the purpose of Contact Supervisory services or handovers.

## CONFIDENTIALITY

1. I understand that all court order directions shall be strictly adhered.
2. I understand whilst at Lilly Pilly I may be under video and sound recording.
3. I acknowledge that this information provided to Lilly Pilly does not hold privilege in court, and that Lilly Pilly may in certain limited circumstances be required, whether by law, court order or government authority, disclose parts of, or all, information held in your file.

I have read and agree to the Lilly Pilly terms and conditions for service use outlined in the Lilly Pilly Service Agreement.

Signed by:

(Print Name)	(Signature)	(Date)

**BOTH THE SUPERVISED PARENT AND CARER PARENT ARE REQUIRED TO COMPLETE A FAMILY CONTACT SERVICE AGREEMENT**