



Legal & Children Services Group Pty. Ltd.
 T/A Children in FOCUS (ABN 3361723737)
 T: 0477993030
 E: children.focus@gmail.com
 W: www.childreninfocus.com.au
 P.O. Box 1166
 Meadowbank NSW 2114

Application for Supervised Visit

Once both parties have agreed about the supervised contact arrangements (location/time/date etc) via lawyers or yourself, please complete and sign this form and email it back to us with a copy of your **photo ID**. Both parents must sign this form prior to commencement of the supervised visits. It can be a joint application or on two separate forms. **We will not accept applications which are not signed and not agreed on the arrangements by both parties. PLEASE WRITE CLEARLY or TYPE IN THE INFORMATION.**

Date of the Application:

<p><u>Parent with whom Child/ren lives</u></p> <p>Country of Birth</p> <p>Fluent in English: Yes/No</p> <p><input type="checkbox"/> Do not disclose my address</p>	<p>Name:.....Surname(Mother/Father)</p> <p>Address:</p> <p>Mobile: Home phone:</p> <p>Email:</p> <p>Emergency contact: phone</p> <p><u>Solicitor/Firm:</u></p> <p>Email:.....</p> <p>Phone:</p>
<p><u>Parent being supervised</u></p> <p>Country of Birth</p> <p>Fluent in English: Yes/No</p> <p><input type="checkbox"/> Do not disclose my address</p>	<p>Name:.....Surname(Mother/Father)</p> <p>Address:</p> <p>Mobile: Home phone:</p> <p>Email:</p> <p>Emergency contact: phone</p> <p><u>Solicitor/Firm:</u></p> <p>Email:.....</p> <p>Phone:</p>
<p><u>Reason for supervision/ Specify Safety concerns</u></p> <p><i>(Circle relevant or you can email us your concerns/ incident/ if child witnessed it/ any Police involvement etc.)</i></p>	<p>Assault of the child/family member Yes/No</p> <p>Sexual Assault of the child/family member Yes/No</p> <p>Criminal Charges/Convictions Yes/No</p> <p>Alcohol/Drugs use Yes/No</p> <p>Possession of Firearms Yes/No</p> <p>Stalking/Intimidation Yes/No</p> <p>Breached court orders Yes/No</p> <p>Has any of the above been proven in court? Yes/No</p>
<p><u>Court Orders</u></p> <p><u>If there are Court Orders/ AVO/ Parenting Plan in place please provide us a copy</u></p> <p><u>List AVO conditions:</u></p>	<p>Court Orders Interim/Final/ Parenting Plan/AVO in place? <i>(circle relevant)</i></p> <p>Date the last Orders/Plan/AVO was made</p> <p>Next Court Datefor Mention/Interim/Final.....</p> <p><u>Independent Children Lawyer</u> Yes/No/Awaiting one</p> <p>ICL name/Firm:.....</p> <p>Phone:</p> <p>Email:</p>

Mother's signature:
Father's signature:



<p><u>Child/ren Details</u></p> <p>Child 1 F / M</p> <p>Name</p> <p>DOB</p> <p>Age.....</p> <p>Speak English Yes / No</p> <p>Country of Birth.....</p> <p>!!! Are you comfortable for the supervised parent to take the child to the toilet Yes / No</p> <p>or</p> <p>I prefer supervisor to take the child to the toilet? Yes/No</p> <p>!!! Are you comfortable for supervisor getting into supervised parent's car with the children and be transported by that parent Yes/No</p>	<p>Who the child lives with? Mother/Father/.....</p> <p>How long since the child spoken or seen contact parent.....</p> <p>Is child looking forward to seeing the other parent?.....</p> <p>Current arrangements</p> <p>Behavioural concerns/ safety concerns</p> <p>.....</p> <p>How would you describe your child's personality?</p> <p>How would you tell that your child is anxious of frightened?</p> <p>Has your child separated from you before and how did she/he react?</p> <p>Is there any other information that we need to know about your child (<i>Dietary requirements; food allergies; medical info</i>)?</p> <p>Anything specific you would like us to do when supervising?</p>
<p>Child 2 F / M</p> <p>Name</p> <p>DOB</p> <p>Age.....</p> <p>Speak English Yes / No</p> <p>Country of Birth.....</p> <p>Are you comfortable for the supervised parent to take the child to the toilet? Yes / No</p> <p>or</p> <p>I prefer supervisor to take the child to the toilet? Yes/No</p> <p>Are you comfortable for the supervisor and the children to be transported by the other parent in their car? Yes/No</p>	<p>Who the child lives with? Mother/Father/.....</p> <p>How long since the child spoken or seen contact parent.....</p> <p>Is child looking forward to seeing the other parent?.....</p> <p>Current arrangements</p> <p>Behavioural concerns/ safety concerns</p> <p>.....</p> <p>How would you describe your child's personality?</p> <p>How would you tell that your child is anxious of frightened?</p> <p>Has your child separated from you before and how did she/he react?</p> <p>Is there any other information that we need to know about your child (<i>Dietary requirements; food allergies; medical info</i>)?</p> <p>Anything specific you would like us to do when supervising?</p> <p><i>*If there are more than 2 children please provide their details on separate page, please answer the same questions for all other children. In not enough space you can email us.</i></p>

Mother's signature:
Father's signature:



Date, Place and Time of the Visit Is this time and date Court Ordered or by agreement between the parents? <i>(circle applicable)</i>	Start Date Finish Date Start Time Finish Time Frequency Weekly/Fortnightly/Monthly/Other..... Number of Hours required per visit Location/Suburb of Visit/Changeover Have both parents agreed on the time, date and location Yes/No	
	Do you need us to transport your child? (at additional cost) Yes/No Pick up address Drop of address Car seat required Yes / No; Number of car seats required	
	Do you require Meet & Greet? (at additional cost) Yes/No *We recommend for the child to meet with the supervisor prior to the visit so they feel comfortable with the process and feel safe during the actual visit.	
	I Do/Don't have an issue of others being present during the visit. List people who can be present during supervision:	
	Payment Person responsible for payment of our service	Name/s.....(mother/father) Phone Court ordered/By agreement (% or dollar amount of responsibility)
How did you find us? <i>(please circle)</i> Have you used any other supervision agency?	Google, Facebook, Instagram, Lawyer, Friend, other Yes / No If Yes, Name of the Agency Reason for changing agencies.....	
Any further information that will assist us in organising and supervising the visit?		

By signing this Application Form, **you agree** that all the information provided by you is true and correct to the best of your knowledge. **You also agree that you have received, read, understood and signed Children in FOCUS's Service Agreement and agree to be bound by it.**

Children in FOCUS is not able to negotiate between the parties. Therefore, all the negotiations must be done by the parties themselves or via their legal representatives.

DISCLAIMER

1. I agree to indemnify and release Children in FOCUS and its employees/contractors from any liability, including negligence, arising directly or indirectly out of my participation in services provided by Children in FOCUS.
2. I understand and acknowledge that this indemnity covers, but is not limited to, any liability arising out of or as a consequence, direct or indirect, of any harm, damage, loss, injury or death sustained by myself, my child or children or any attendees as a result of participation in activities or presence at a premises utilised by Children in FOCUS for the purpose of contact supervision, changeover and/or transport services.

Parent Name (mother) Signature Date

Parent Name (father) SignatureDate

Mother's signature:
 Father's signature:





Service Agreement

We require both parents/carers to enter into this agreement with Children in FOCUS (CIF) and complete and sign the Application Form. We cannot provide services to families if one of the parties fails to sign and return the Application Form to us; in particular, page 3 of the Application Form must be signed. We can discuss any part of this agreement with you if you wish.

I agree that the location, venue, time and date of the visit, the activities, dietary requirements, sunscreen application, other people attending the visit and all other things is responsibility of both parents to discuss and agree upon prior to signing this agreement. Children in FOCUS must be advised of it in writing as it is not our responsibility to negotiate between the parties. We are here to provide impartial supervision and make factual notes/reports. If we do not have any of the above in writing CIF will do as we see appropriate.

I agree that Children in FOCUS cannot be responsible for administration of medicine. All the medication administration arrangements must be made between the parents before contact occurs and needs to be in writing from either parent to Children in Focus.

I agree that Children in FOCUS may amend this Agreement at any time. Such changes can be policy and operation updates or changes required by law. If we make significant changes which may impact on you, we will notify you in writing and provide a copy of the updated version of the Agreement. Any changes to the Agreement will be effective seven days after the copy has been provided to you.

Our responsibilities to you

We will:

1. Stay neutral and impartial at all times.
2. Support parents and children to facilitate a positive and safe interaction.
3. Provide qualified supervisors who have working with children checks and police clearance.
4. Ensure your child/ren safely interacts with the other parent.
5. We will do our best to arrive on time. Please be understanding if we are late due to traffic or other unforeseen circumstances. If the Supervisor arrived late, please arrange make up time with them directly.
6. We will monitor conversations and observe all interactions between the children, parents and others by always being in close proximity to the child and parent.
7. Accompany parents and children everywhere during the visit, including to bathrooms and change rooms. We will intervene immediately in the event of inappropriate/unsafe conduct and terminate the contact visit and return the children to their carer/parent if necessary.
8. Provide feedback to the primary carer if specifically asked and it is appropriate and relevant to the child's care and not invade confidentiality of the other parent.
9. Assist & guide parents with the care of children when they are failing to respond to the child/ ren's needs and safety.

Mother's signature:
Father's signature:



10. Do our best to provide the same supervisor for consistency however life is unpredictable and people get sick, go on leave, have emergencies or move to another job; in such circumstances any available supervisor will be allocated to supervise the visit. You must understand and accept the allocated supervisor.
11. Prepare a factual report about the supervised visit including time, date, who attended, what activities took place, conversations, interactions, behaviour displayed by children and discipline techniques implemented. Such reports can be used in Court as evidence. They are compulsory. The estimated delivery time of each report is 7 working days from the date of the visit.
12. Reports are emailed to you and your lawyers. CIF reserve the right not to release the reports to the parents but can release it directly to the Court or an Independent Children's Lawyer. Reports are final and will not be amended. If you wish to dispute the accuracy of the report, an administrative dispute fee of \$150 must be paid for CIF to look into the matter.
13. If an urgent report is required it can be requested in writing for an urgent delivery within 2 days for an additional fee of \$50.
14. All information provided to us by either party is confidential and will not be disclosed to another party. Please note any information you give to us is subject to a subpoena.
15. We provide contact visits and changeovers at a location that suits both parents and can also recommend an age appropriate, safe & practical venue at the time of booking. To ensure that each visit is safe and meets each child's needs we require a ratio of **1 supervisor per 3 children** Additional supervisors will need to be booked and paid for if you have more than 3 children.
16. If the time and date the parents agreed on or the time and date are set in the court orders is not available, CIF will nominate the time and location of the visit according to our availability and parents must make themselves and children available to attend the visit.
17. From time to time CIF staff will take photos during the visit for marketing purposes to show other clients where we hold our visits. The faces of the children and parents will be blurred out before being posted on social media. Please let us know if you do not want us to take photos/post photos of you or your children.

Mother's signature:
Father's signature:

Our Expectations of Parents

I understand and I will:

18. Take all the necessary steps to facilitate smooth occurrence of the supervised contact for the other party. I will positively encourage my child/ren to attend the visit and engage with the supervised parent. It is my (Residential Parent's) responsibility to make the children attend the visit. If you have more than one child subject to visitation, and one does not want to attend or wants to leave the visit earlier, the supervisor will call the parent to pick up that child, however, the visit should continue unhindered for the other child/ren. Similarly, if you have more than one child attending the visit and if one child is sick, the other child/ren should still attend the visit.
19. Pay the invoice in a timely manner.
20. Treat the other parent with respect and be reasonable and flexible.
21. Be on time and be polite and respectful with CIF staff and others involved in the contact.
22. Be prepared for visits: bring healthy food/snacks and drinks for your child/ren and be mindful of any allergies of your and other children.
23. Bring toys, books, colouring books and games to play with your child. Be mindful of what toys I bring to avoid disappointment as I understand my child/ren will most likely want to take the toys with them to the other parent's house.
24. I will pay for myself, my child/ren and the supervisor to enter venues, movies, theme parks, play centres etc.
25. Do not bring third parties to visits unless prior consent is obtained from the other parent and CIF has been notified in writing of the names of the people attending and copies of IDs provided to us and we have agreed to that. Visitors are not allowed for the first four (4) visits unless they are allowed by court order or it is agreed between the parents. Two visitors can attend at any one time once approved, unless otherwise agreed by the other parent and CIF. FaceTime/Video calls will be allowed for approximately five minutes and after initial four visits or unless agreed by the residential parent to have them earlier.

Mother's signature:
Father's signature:

26. CIF reserves the right to deny or allow additional visitor/s if we consider it appropriate in the circumstances.
27. Follow directions of your supervisor and do not engage in lengthy conversations with your supervisor in the presence of children and do not discuss your family law proceedings with the supervisor.
28. Apply sunscreen on my child/ren and provide them with a hat for a hot day and will provide them with warm clothing for the colder or rainy days.
29. Advise the supervisor/CIF of the contact locations and activities for the upcoming visit via email or text at least 48 hours prior to such activity taking place. All activities are subject to our approval. High-risk activities such as horse riding, quad bike riding, motorbike riding, scootering, skateboarding, open water swimming are not allowed during the visit. Bike riding/scooter riding, bathing/showering/swimming at the home or public pool activities must be agreed with the residential parent in writing and approved by CIF at least 48 hours prior to such activity taking place. It is the parents' responsibility to make sure their children are safe while participating in the activities during the visit and provide protective gear for the children.
30. If one child becomes ill or refuses to attend the visit, healthy and willing child/ren must attend the visit.
31. I will make my child available for child review interviews when required by CIF. We will have a friendly chat with the child independently to see how they are going with the supervision.
32. I will stay out of sight of the other parent at changeovers. I will not approach or follow the other parent at the changeovers. Sometimes I may be required to arrive 10-15 minutes earlier for the visit and wait inside the venue and at the end of the visit wait 10-15 minutes to allow the children and the parent to depart without coming into contact with each other. I will follow the directions of the supervisor.
33. The Residential parent must leave the location of the visit straight after the changeover took place (drop off) and be more than 200 metres away from visitation location and out of sight of the child.

Mother's signature:
Father's signature:

34. Parents cannot pick and choose supervisors. CIF management will allocate a suitable supervisor for your family. All our supervisors are qualified, have current Police and Working With Children checks, pass a stringent recruitment process and are trained to CIF standards. We encourage parents to have a discussion, addressing your concerns directly with the supervisor in a friendly and respectful manner.
35. Please be on time for the visit and to pick up your children at the conclusion of the visit. In the event, that the Supervisor is delayed for more than 5 minutes from leaving the visit, due to the Visiting Parent delaying the end of the visit or the Residential Parent being late to pick up the child/ren, the parent who is responsible for our fees will be billed for that additional time. If the supervisor is late for the visit, we will make up the time missed on the same or next visit as agreed between the parties and the supervisor.
36. Videos taken during the visit should be limited to approximately 1 minute in duration. No more than 3 to 5 photographs should be taken per visit. Ask the children first if they want their photo to be taken. Parents are not allowed to video or audio record the visit. No photos should be taken of specific body parts of the child unless it is a scratch/bump etc that occurred during the visit. If a child comes with big markings on their skin, the supervisor will take the photo of it for the records.
37. In the event, that something unusual is to take place at the visit, please let us know beforehand. For example, if the child/ren are being picked up by a relative or friend other than the Residential Parent or usual arrangement, please let us know.
38. Do not make any medical appointments for the children during the visit. The Supervisor has the right to refuse to attend such an appointment.
39. The children must be kept together during the supervised visit. If there is more than one child during a visit, they need to be kept together at the same location with the Supervisor. There should be no alternative arrangements made for one of the children during the visit, such as playdates away from the visit or visits with other relatives or friends, without prior approval, and written agreement from the Residential Parent and CIF. Such situations will not be allowed to take place without prior approval.

Mother's signature:
Father's signature:

Termination of Visit

40. At Children in Focus, the children's safety and well-being are paramount. We will immediately terminate the supervised visit, if in our view, it becomes too stressful or traumatic for the child. Such situations include but are not limited to:
41. Discussing Court proceedings with the child or in the presence of the child.
 42. Speaking negatively about the other parent, your child/ren, our staff or other family members in the presence of the child/ren.
 43. Verbally or physically abusing child, supervisor or others.
 44. Acting aggressively or abusively towards supervisor or others and failing to comply with directions of the supervisor.
 45. Threatening your child/ren with physical discipline.
 46. Ignoring supervisor's directions.
 47. Smoke or consume alcohol in the presence of your child/ren.
 48. We will not commence the contact visit if any of the family members are deemed to be under the influence of alcohol or drugs.
 49. Our supervisors have the discretion to end or continue the visit as they see appropriate in the circumstances.

Cancelling or rescheduling the visit

50. If you wish to cancel or reschedule a booked supervised visit, for any reason (work, sick etc), you must **give us at least 48 hours notice before the visit** to avoid the late cancellation fee of 2 hours relevant to the day of contact. **You must notify your supervisor via text message or phone call and also email notice to the office. Please note emails are read between 9:00am - 5:00 pm Monday to Friday, therefore it is important you email us within business hours or contact your supervisor directly outside the office hours.**
51. If our supervisor turns up to the visit and one of the parties does not come or does not bring the child or the visit is cancelled for any reason, we will charge you for the entire visit booked.
52. If the visit is cancelled for any reason without 48 hours notice, even if you have a medical certificate or if one of the parents does not turn up or does not bring the child to the visit and does not give us notice as described above, the parent specified in the Court Order as responsible for our costs or the parent who has agreed to pay our fees, will be responsible for the payment. It will be their responsibility to recover the money paid via court from the breaching parent.

Mother's signature:
Father's signature:

53. Medical Certificates must be provided to us and the other parent or their lawyer if cancellation is due to a medical reason. You need to provide a clearance certificate that child is well to attend the visits.
54. Make up visits will be arranged for the time missed within 7 working days from the missed visit.
55. Repeated cancellation of visits or breaches of this agreement, unpaid invoices for our services, not bringing children to the scheduled visits as per court orders, may lead to termination of our services. The other parent, solicitors, ICL and the Court will be informed of the reasons for our decision.
56. I will incur an Administration Fee (refer to price list) at Children in Focus discretion for work that falls outside the standard scheduling and administration obligations for arranging and facilitating contact supervision. This includes but is not limited to requests to amend the report, change supervisors, change meeting location, changes to bookings, emails, text messages, calls more than 5 minutes in duration, if supervisor is kept waiting outside the visitation hours for the parent to pick up the children etc.

Terminating this Agreement

Children in FOCUS may terminate this Agreement at any time without notice if:

57. There is a repeated failure to pay fees.
58. One of the parties is being obnoxious and abusive towards the staff.
59. There are repeated breaches of the Terms of this Agreement.
60. We are unable to meet the specific needs of your child/ren or your family.
61. We are concerned that visits are not in the best interest of your child/ren.
62. You may terminate this Agreement by giving Children in FOCUS 48 hours notice in writing.

Enquiries

63. In Children in FOCUS, we are committed to making your experience with our services as pleasant as possible. If you have any questions please direct all your enquiries in writing to management or call us during business hours. Do not discuss any issues with the supervisor during the visitation hours. Our management team will deal with any concerns raised in a respectful and efficient matter. Please be respectful to our staff as we are here to help you.

Mother's signature:
Father's signature:

64. Please provide us with **at least 48 hours notice** to allow us time to organise approval if at any time you would like to:

- change the location of your visit;
- have visitors that have not already been authorised by the Residential Parent, CIF or by your Court Orders; or
- do any activity that is out of your ordinary visit routine, especially one that involves travel away from the usual visitation site.

This rule does exclude ordinary activities, such as visits to playgrounds, parks, shopping centres, activity centres or cafes/restaurants in the close vicinity of your normal visit location.

If approval was not granted by either CIF or the Residential Parent, you will need to seek advice from your lawyer about obtaining approval for the location/activity/visitors or getting a Court Order. CIF will not get involved in negotiations between the parents.

65. Please ensure you have an agreement with the other parent on the location/venue and dates of the visits as we cannot negotiate that for you. You will be directed to reach an agreement before we can commence the visitation.

66. By signing our Application Form and Service Agreement you agree that all the information provided by you is true and correct to the best of your knowledge. You also agree that you have received, read, understood and agree to be bound by our Service Agreement.

Mother's signature:
Father's signature:

Financial Agreement

All Our Fees Must Be Paid Before The Visitation, Changeover Or Other Services

I, person financially responsible for this service, agree to the following:

· I will pay the invoiced fees into Children in Focus' bank account at least 2 working days prior to each contact visit or service. If I have not received the invoice, I will deposit an approximate amount for the upcoming visit with my surname and date of the visit I'm paying for to ensure the visit will proceed. I will notify Children in Focus that I have not received an invoice for the upcoming visit.

* Proof of payment must be emailed or sent in the text message to Children in Focus office at children.focus@gmail.com or 0477993030.

I understand that failure to make payment in advance will result in my visit being cancelled or postponed.

· I will incur a late cancellation fee if Children in Focus is NOT notified of cancellation earlier than 48 hours before the booked visit.

· I agree that I remain responsible for payment in full if a contact visit is terminated due to a conduct breach on my part during the visit or the other parent. 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 will incur an Administration Fee (refer to price list) at Children in Focus 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 Children in Focus' Supervisor will encourage and motivate my child/ren to participate in a visit. Children in Focus' Supervisors 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.

· I am aware that Children in Focus will cease all contact supervision services, and undertake debt recovery (legal) action in Parramatta Local Court against me if I fail to pay my accounts within six (6) weeks after they become due.

If both parents are responsible for the payment of our fees, then each parent needs to sign the Financial agreement.

Percentage of responsibility

Name of the person responsible for our fees

Signature of the responsible person

Date the agreement was signed

Mother's signature:
Father's signature:

