

Terms of Service

Family Bond Australia

ABN/ACN: [ABN/ACN]

Effective Date: February 2026

Last Updated: February 2026

1. Introduction and Acceptance

These Terms of Service ("Terms") govern your use of the Family Bond Australia website at [WEBSITE_DOMAIN] ("Website") and any child contact supervision services provided by Family Bond Australia ("we", "us", "our", "the Service").

By accessing our Website or engaging our services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Website or engage our services.

These Terms should be read in conjunction with our Privacy Policy, which explains how we collect, use, and protect your personal information.

2. About Our Services

Family Bond Australia provides child contact services for families navigating separation and family law proceedings across Metropolitan Melbourne, Victoria, Australia. Our services include:

2.1 Supported Contact (Supervised Visits)

A trained supervisor is present throughout visits to ensure they run smoothly while allowing natural interaction between parents and children. Our supervisors are warm, approachable, and experienced in creating relaxed environments.

2.2 Structured Changeovers

Supervised handovers where direct contact between parents is not appropriate. The supervisor manages timing, communication, and the exchange, helping children move between parents in a predictable and supported way.

2.3 Virtual Support

Online supervision for families where in-person services are not suitable. Sessions are conducted online with oversight provided throughout.

2.4 Observation and Documentation

Clear, factual observation records prepared after each service. These may be shared with legal representatives or used to support ongoing family law arrangements.

2.5 Additional Services

We may also provide, upon request and as separately quoted:

- Home safety checks
 - Affidavits
 - Subpoena responses
 - Court appearances
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3. Service Fees

3.1 Fee Schedule

Our current fees are published on our Website and are subject to change. All fees are quoted inclusive of GST unless otherwise stated.

Typical services include:

- Intake Assessment: A fixed fee per parent

- Supervised Contact Sessions: Charged per session (typically 120 minutes)
- Structured Changeovers: Charged per changeover
- Virtual Supervision: Charged per session
- Observation and Documentation: Included with services or charged separately as agreed

3.2 Travel

Travel is charged separately based on location and distance. Travel costs will be confirmed prior to service delivery.

3.3 Additional Services

Additional services such as home safety checks, affidavits, subpoena responses, and court appearances are quoted individually based on scope and time involved.

3.4 Payment Terms

- Invoices are issued in line with scheduled services
 - Payment must be finalised prior to service delivery unless otherwise agreed in writing
 - We accept payment by bank transfer, credit card, or other methods as advised
 - Overdue payments may result in suspension of services
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4. Intake and Assessment Process

4.1 Initial Contact

When you contact us, we will discuss your circumstances, the nature of any court orders, and your requirements. We will assess whether our services are suitable for your situation.

4.2 Intake Assessment

Before supervised contact can commence, both parents are typically required to complete

an intake assessment. This allows us to:

- Understand the specific requirements of your situation
- Identify any safety concerns or required interventions
- Develop a plan for how supervised time will proceed
- Ensure services align with court orders and the best interests of the child

4.3 Suitability

We reserve the right to decline to provide services where we determine that:

- The matter is not suitable for our service model
 - Safety concerns cannot be adequately managed
 - Required resources or availability are not achievable
 - Compliance with court orders is not possible
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5. Scheduling and Cancellations

5.1 Scheduling

Services are scheduled by mutual agreement between Family Bond Australia and the parties. We will work with you to find suitable times and locations.

5.2 Cancellation by Clients

If you need to cancel a scheduled service:

- More than 48 hours' notice: No cancellation fee applies
- 24-48 hours' notice: 50% of the service fee may be charged
- Less than 24 hours' notice or no-show: The full service fee may be charged

We understand that circumstances can change unexpectedly, particularly in family law matters. Please contact us as soon as possible if you need to reschedule.

5.3 Cancellation by Family Bond Australia

We may cancel or reschedule a service due to:

- Illness or unavailability of the supervisor
- Safety concerns that arise before or during a visit
- Extreme weather or other circumstances beyond our control
- Non-payment of fees

Where we cancel a service, we will endeavour to reschedule at a mutually convenient time. No fees will be charged for services cancelled by us.

5.4 Late Arrival

If a parent arrives more than 15 minutes late to a scheduled service without prior notice, the service may be cancelled at our discretion, and cancellation fees may apply.

6. Conduct During Services

6.1 Expected Conduct

All parties participating in our services must:

- Treat supervisors, the other parent, and all children with respect
- Follow directions given by the supervisor
- Refrain from discussing court matters, legal proceedings, or the other parent negatively in front of children
- Arrive sober and free from the influence of drugs or alcohol
- Comply with any conditions set out in court orders

6.2 Supervisor Authority

Our supervisors have authority to:

- Direct the conduct of visits to ensure child safety and wellbeing

- Intervene if behaviour is inappropriate or harmful
- Suspend or terminate a visit if necessary for safety reasons
- Make observations and document interactions

6.3 Termination of Services

We reserve the right to terminate services immediately and without refund if:

- A party behaves in a threatening, abusive, or violent manner
 - A party attends under the influence of drugs or alcohol
 - A party breaches court orders during a visit
 - A party repeatedly fails to follow supervisor directions
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7. Observation Reports and Documentation

7.1 Nature of Reports

Observation reports prepared by Family Bond Australia:

- Are based on direct observations made during supervised contact
- Are factual and objective in nature
- Do not contain opinions on custody or parenting capacity
- May be used in family law proceedings

7.2 Report Requests

If you require an observation report:

- Please request this in advance of services commencing where possible
- Allow at least 7 business days for preparation of reports
- Reports are provided on a template affidavit format for witness signing

7.3 Subpoenas and Court Attendance

If we receive a subpoena or are requested to attend court:

- Additional fees will apply as separately quoted
 - We will provide accurate and factual evidence based on our observations
 - We remain impartial and do not advocate for either party
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8. Confidentiality and Information Sharing

8.1 Confidentiality

We treat all information provided to us as confidential, subject to:

- Our obligations under court orders
- Mandatory reporting obligations under law
- Our Privacy Policy

8.2 Mandatory Reporting

We are obligated to report any concerns regarding child abuse or neglect to the appropriate authorities. This obligation overrides confidentiality.

8.3 Information Sharing Between Parties

We will not share information between parties (such as contact details or personal circumstances) without consent, unless required by court order or law.

9. Website Terms of Use

9.1 Use of Website

You may use our Website for lawful purposes only. You must not:

- Use the Website in any way that breaches applicable laws or regulations
- Use the Website to transmit harmful, offensive, or unlawful content
- Attempt to gain unauthorised access to our systems
- Interfere with the proper functioning of the Website

9.2 Intellectual Property

All content on our Website, including text, images, logos, and design elements, is owned by or licensed to Family Bond Australia and is protected by copyright and other intellectual property laws.

You may not reproduce, distribute, or create derivative works from our Website content without our prior written consent.

9.3 Third-Party Links

Our Website may contain links to third-party websites. We are not responsible for the content, accuracy, or practices of third-party websites. Links do not imply endorsement.

9.4 Website Availability

We do not guarantee that our Website will be available at all times or free from errors. We may suspend, withdraw, or restrict access to the Website at any time without notice.

10. Limitation of Liability

10.1 Service Limitations

Family Bond Australia provides child contact supervision services only. We are not:

- Legal advisors
- Therapists or counsellors

- Mediators or arbitrators
- Parenting assessors

Our observations and reports should not be relied upon as expert psychological or custody assessments.

10.2 Liability Exclusions

To the maximum extent permitted by law, Family Bond Australia excludes all liability for:

- Any indirect, incidental, special, or consequential loss or damage
- Loss of profits, revenue, or anticipated savings
- Loss of data or business interruption
- Any loss arising from the conduct of parties during supervised visits
- Decisions made by courts or other parties based on our reports

10.3 Consumer Guarantees

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted, or modified.

Where our liability cannot be excluded, it is limited, to the extent permitted by law, to the re-supply of services or refund of fees paid for the relevant service.

11. Indemnity

You agree to indemnify and hold harmless Family Bond Australia, its employees, contractors, and agents from any claims, losses, damages, liabilities, and expenses (including legal fees) arising from:

- Your breach of these Terms
 - Your use of our services
 - Any false or misleading information you provide
 - Your conduct during supervised visits
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12. Dispute Resolution

12.1 Initial Resolution

If you have a complaint or dispute regarding our services, please contact us first:

- Email: contact@familyfathers.com.au
- Phone: 0493 429 730

We will endeavour to resolve your complaint within 14 business days.

12.2 External Resolution

If we cannot resolve your complaint, you may seek external resolution through:

- Relevant industry bodies or ombudsmen
 - Consumer Affairs Victoria
 - Legal proceedings (subject to the governing law provisions below)
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13. General Provisions

13.1 Governing Law

These Terms are governed by the laws of Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

13.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.

13.3 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Family Bond Australia regarding the matters covered herein.

13.4 Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or our right to enforce it later.

13.5 Assignment

You may not assign or transfer your rights or obligations under these Terms without our written consent. We may assign our rights and obligations without your consent.

13.6 Amendments

We may amend these Terms at any time by posting updated Terms on our Website. Continued use of our Website or services after amendments constitutes acceptance of the updated Terms.

For clients with ongoing service arrangements, we will provide reasonable notice of any material changes to these Terms.

14. Contact Us

If you have any questions about these Terms, please contact us:

Family Bond Australia

- Phone: 0493 429 730
 - Email: contact@familyfathers.com.au
 - Address: [BUSINESS_ADDRESS]
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These Terms of Service do not constitute legal advice. They are intended to set out the terms on which Family Bond Australia provides services and operates its website. If you require legal advice about your rights or obligations, please consult a qualified legal professional

