



Supporting people to have positive, safe and respectful relationships by reducing the harm caused by interpersonal conflict.

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Family Dispute Resolution – Agreement to Mediate

Mediation Between:

Party 1:	
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and

Party 2:	
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Mediation Purpose:

- Parenting Agreement
- Property Agreement
- Other (please specify)

Accredited Family Dispute Resolution Practitioner(s)

FDRP 1:	
FDRP 2:	
Intern:	

This agreement outlines the terms and conditions under which Family Dispute Resolution Mediation is offered to the people named above (the parties)

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Additional Resources

You can locate additional resources to assist you in preparing for mediation on the Interact Support website.

You can download resources from this page

<https://interact.support/family-dispute-resolution-resources/>

Confidentiality and Inadmissibility

1. The *Family Law Act 1975 (Cth)* provides that anything said or done during the FDR process is not admissible in any court proceedings.

By signing this document, you agree:

- to keep confidential information confidential and not discuss the details of the mediation with people who are not included, impacted or advisors.
- that any options considered, proposals made or considered are not binding and are not admissible in the Family Court. (admissible means able to be used as evidence).

By signing this document, the FDR practitioner(s) and any interns agree:

- to keep confidential information confidential unless permitted or obliged to disclose information by law.
- to only provide information about agreements reached in the FDR process to other parties such as lawyers with the permission of both parties.
- To only disclose private and confidential information to persons outside Interact Support with the permission the party who disclosed the information.

Under their regulations confidentiality will not be maintained if the FDR practitioner(s) consider that disclosure is reasonably necessary to:

- protect a child from physical or psychological harm or from being exposed or subjected to abuse, neglect or family violence.
- prevent or lessen a serious and imminent threat to the life or health of a person or the property of a person.
- report the commission or prevent the likely commission of an offence involving violence, or a threat of violence to a person, or a threat of damage to property.
- assist an Independent Children's Lawyer (ICL) to properly represent a child's interests.
- to enable FDR practitioner/s to properly complete their role including issuing of a section 60i certificate if required.

They may also discuss your case in supervision, but they will protect your privacy when doing so.

Any intern participating in the process is bound by the same confidentiality and inadmissibility provisions as the FDR practitioner they are working with.

Participants Agree

In agreeing to participate in the FDR process each person agrees:

2. That you intend to:
 - listen to the other party and talk about your needs and interests,
 - use flexible thinking and negotiate with a willingness to compromise where necessary and
 - work towards an agreement that you can all live with and that is in the best interests of any children or other vulnerable people impacted by the agreement.
3. That you understand that you have the right to speak for yourself and to be treated with respect during this process.
4. That you will fully disclose all information relevant to the FDR process. Failure to make full disclosure may put any orders based on the agreement reached at risk of being set aside in later court proceedings and court costs awarded against the person who did not disclose relevant information.
5. That you will participate in collaborative negotiation. That means that with the assistance of the FDR practitioner/s you will:
 - Identify the issue(s) in the dispute;
 - Share your perspective and listen to the other persons point of view;
 - Explore, develop and consider options to resolve those issues;
 - Consider the best interests of any child impacted by the decisions being made and
 - If appropriate, attempt to agree to one or more of those options.
6. The FDR Process includes one or more pre-mediation meetings and/or discussions with each party to determine if FDR is appropriate and assist in preparing for the process. This is followed by one or more mediation sessions that follow a structured process that includes:
 - **Opening statements** by the mediator to confirm your understanding of the process and commitment to the ground rules.
 - **Establishment of the agenda** for the mediation session based on what you each agree needs to be resolved.
 - **Exploration of the issues**, points of view, options and alternatives.
 - **Negotiation** of proposals, agreeing to action steps or documenting agreements reached.
 - **A summary** of any progress or agreements reached discussion of next steps.
7. The FDR practitioner may meet with each of you individually before, during or after the mediation process in order to facilitate the process.

FDR Practitioners Agree

In agreeing to facilitate the Family Dispute Resolution Process the FDR Practitioner agrees:

8. They will provide FDR services in accordance with this Agreement and the provisions of the *Family Law Act 1975 (Cth)*.

Safety

9. The FDR practitioner(s) must ensure that the process is safe and may terminate the FDR process at any time if they feel it is inappropriate to proceed. The FDR practitioner(s) are not required to disclose their reasons for terminating a FDR session or process.

Impartiality

10. They will remain impartial and will not support the interests of one party over another.

Conflict of Interest

11. The FDR Practitioner will disclose any potential conflict of interest or potential for bias which may be relevant to the issues to be resolved.
 - They will not facilitate the process if they believe that they cannot remain impartial and only proceed in the presence of a potential conflict of interest if the parties agree to proceed.
 - If a potential conflict of interest is identified and you, the other party and the mediator agree to proceed a potential Conflict of Interest waiver document should be signed by all parties.
 - If either of you or the FDR practitioner do not believe that they can facilitate the process impartially they must not proceed. Interact Support will allocate a different Family Dispute Resolution Practitioner to work with your family if this occurs.

Role and other services

12. If the FDR practitioner is a lawyer or barrister, they will not act as a legal representative for any party during or after the FDR process in relation to any matter relevant to the issues discussed.
13. The practitioner may facilitate other neutral processes with the clients such as an Interact Consultation with either or both of the parties at any stage before or after the FDR process. They may also assist the parties to apply for Consent Orders as a para-legal but not as a lawyer.
14. The FDR Practitioner will not be available to assist either party with individual legal advice, coaching, in court or any other adversarial process

Section 60i Certificates

15. Your FDR Practitioner can issue a Section 60i Certificate to show that you have attempted FDR. The certificate is valid for 12 months from the date of the last contact in attempting to arrange mediation or the last mediation session. A s60i Certificate is only issued for parenting matters.
16. The Family Dispute Resolution Practitioner will determine which type of certificate should be issued based on your specific case. If one of you has refused to participate or not made a genuine effort a Judge may subsequently order you to attend FDR or order either one of you to pay some or all the other party's legal costs. This does not apply if you made a genuine effort or the FDR Practitioner determines that FDR is not appropriate in your case.

Legal Advice and Self-Determination

17. You are encouraged to seek specific, independent legal advice to understand:
 - your legal rights and obligations in relation to the issues in dispute under the Family Law Act 1975 and any other laws that apply to your situation.
 - the likely cost and duration that going to the family court would take estimated based on similar cases to yours.
 - the best and worst case scenarios if your case went to court in terms of what a Judge may order. The lawyer may indicate what they think is likely to happen, but they cannot provide you with a guarantee of the outcome and generally will talk about likely ranges in terms of percentage splits of your assets and/or time you each spend with your children.
18. Family Dispute Resolution Mediation is a voluntary process. You may withdraw or refuse to take part in the FDR process however if the issues in dispute relate to parenting matters a Section 60i Certificate may be issued indicating that you have failed to make a genuine effort if you do not attempt to negotiate when it is safe for you to do so.
19. You will never be forced to sign an agreement reached in mediation and no agreement that is reached is legally enforceable unless you take additional steps to make it into a Parenting and/or Property Consent Order or binding financial agreement.
20. Points discussed, and proposals made during mediation are confidential and cannot be used against you. That means that if agreement is not reached in mediation and you are forced to go to court you are not limited to offers that were made in mediation.
21. Interact Support can offer Lawyer Inclusive Family Dispute Resolution where each party brings a lawyer to their mediation session. We do not allow a process where only one party is legally represented to avoid a situation where there is an unacceptable imbalance of power. If you are not able to have your lawyer participate in the mediation session because the other person does not have a lawyer, you can request a break or adjournment at any stage in order to seek legal advice.

If an Agreement is Reached

Parenting

22. If any agreement is reached regarding parenting it is called a **Parenting Agreement**. A Parenting Agreement is not legally binding or enforceable.
23. If you both agree to sign and date your Parenting Agreement, it will become a **Parenting Plan**. A Parenting Plan it can replace the terms of a Parenting Order and the most recent Parenting Plan must be considered by the Family Court if we go to court in the future.
24. **Consent Orders** make your Parenting Plan legally enforceable. Consent Orders are able to be applied for without having to go to court and as legally binding and enforceable as a Court Order made by a judge.

Property

25. Signing an agreement, you reach regarding property does not make it legally enforceable however it will no longer be confidential and can be used as evidence in court.
26. You can make your agreement legally enforceable by applying for Consent Orders or working with two independent lawyers to enter into a Binding Financial Agreement. A legally enforceable agreement may be required to refinance, seek a superannuation transfer or stamp duty exemption for title transfers. It is recommended for anyone with assets or debts to finalize your financial relationship at the end of a marriage or de-facto relationship.

If an agreement is not reached

27. If no agreement is reached in the FDR process and a section 60i Certificate is issued (parenting only) the FDR process will be deemed to be completed. Either party may request FDR again in the future or initiate a High Conflict Family Dispute Resolution Process such as Mediator Facilitated Negotiation with the same or different FDR Practitioners.

FDRP's qualifications, feedback and complaints

Qualifications

28. Your mediation will be facilitated or co-facilitated by a Family Dispute Resolution Practitioners accredited by the Australian Attorney Generals Department. They have post graduate studies in Family Dispute Resolution (Graduate Diploma of Family Dispute Resolution or equivalent) and may also have studied as a lawyer, psychologist, social worker, mediator or in another related field.
29. They provide services on behalf of Interact Support as an independently accredited professional. The practitioners resume is available upon request.

Feedback

30. We invite you to provide feedback on your mediation experience to the mediator, by email to office@interact.support or by completing an online form by clicking this link to the [Interact Support Feedback Form](#)

Complaints

31. If you have a complaint about the service of a Family Dispute Resolution Practitioner, we encourage you in the first instance address any issues or concerns to the FDR practitioner.
32. If you do not feel able to do this or are unsatisfied with the response contact Interact Support at office@interact.support or phone 0401 293 500 to speak with our program manager, Joanne Law.
33. Should your concerns not be fully resolved by the Interact Support Internal Complaint Handling Process you will be referred to the Family Dispute Resolution Practitioner's independent complaint handling service in accordance with the Family Law (Family Dispute Resolution Practitioners) Regulations 2008.

Fees

34. The following fees would apply for your FDR Services provided in-house by Interact Support via Video Mediation.

- An application for hardship would require evidence of low income and financial need.
- Unless both parties are experiencing hardship it is expected that the person who can afford to pay the fees will do so. If one party pays the full fee for the FDR process that does not affect the FDR Practitioners impartiality.

Fees Payable

Party	Standard Fee	Who will pay this fee?
Party 1 – Pre-Mediation	\$275	
Party 2 – Pre-Mediation	\$275	
First Mediation Session (usually 3 hours)	\$198 per hour	
Subsequent Sessions	\$198 per hour	

Face to Face Mediation

35. If you would prefer to meet in person for your mediation session and the mediator determines that it is safe for you to do so, additional fees may apply to cover the additional costs associated. The mediator will provide you with an alternative fee schedule and potentially an alternative agreement to mediate if their terms and conditions vary.

Estimated Duration of the mediation process

36. Family Dispute Resolution services focused on negotiating a Parenting Plan and a Property Agreement generally require several sessions to reach an agreement suitable for applying for Consent Orders. Progress is reviewed at the end of each session and further sessions booked.
37. If you want to review a current agreement or negotiate a single issue you will usually only require a single mediation session.
38. If you are an existing client which means that you have had a pre-mediation session within the past twelve months you will generally not be required to pay for a full pre-mediation session.

Signatures

By signing this agreement, I agree to participate in this mediation in accordance with the terms set out in this document.

In addition, I agree to the following behavioural ground rules.

- I will participate in the process in good faith and treat the other party and the mediator(s) with respect.
- I will use active listening and avoid emotional reactions. I will do this by asking questions to make sure that I understand what is being shared or proposed before responding.
- I will attempt work towards points of agreement that are acceptable to all parties to the agreement.
- If children will be impacted by the decisions being made, I will consider how the decisions being made will impact their health, happiness and development.

Please sign below to indicate your acceptance of this agreement.

Parties:

Name:	Signed:
Date:	
Name:	Signed:
Date:	

FDR Practitioners:

Name:	Signed:
Date:	
Name:	Signed:
Date:	

Intern:

Name:	Signed:
Date:	