



# Agreement to Mediate

INTERACT ONLINE | Family Dispute Resolution (FDR) Service

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Please read this document carefully before signing it. By signing, you agree to the terms and conditions for the Family Dispute Resolution service.

This agreement outlines the Interact Online Family Dispute Resolution process, fees, and other important information.

## FDR Mediation between:

Party A:

Party B:

Family Dispute Resolution Practitioner (FDRP):

Intern (if applicable):

## Confidentiality and Inadmissibility

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The Family Law Act 1975 (Cth) sections 10H (confidentiality) and 10J (inadmissibility) protect anything said or admissions made during the FDR process from being used as evidence in court.

By signing this document, you agree:

- to keep confidential information confidential and to only discuss the details of the mediation with people who are included, impacted, or personal or professional advisors.
- that any options considered, proposals made or considered but not agreed to are not binding and cannot be used as evidence in the Family Court.

By signing this document, the FDR practitioners and any interns agree:

- to keep confidential information confidential unless permitted or obliged to disclose information.
- to only provide information about agreements reached in the FDR process to other people with the permission of both participants.

## Exceptions to Confidentiality

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Your FDRP may need to disclose confidential information in the following situations:

1. **To comply with a law** of the Commonwealth, a State or Territory including Family Law Act 1975 obligations regarding Mandatory Reporting.
  - **Mandatory Reporting** — an obligation to report to child protection authorities if the FDRP reasonably suspects a child has been abused or is at risk of abuse. This is a mandatory obligation — the FDRP has no discretion not to report in these circumstances. The FDRP may also report (but is not required to) if they have concerns about ill-treatment, neglect, or psychological harm to a child that does not reach the threshold for abuse.

2. **If consent for disclosure is given** by the person who made the communication or if the person is under 18 if consent is provided by each person with parental responsibility or by a court.
3. **Duty of Care — a family dispute resolution practitioner may disclose a communication if the FDRP reasonably believes it is necessary to:**
  - a. prevent or lessen a serious and imminent threat to the life or health of a person
  - b. report, prevent or lessen a serious and imminent threat to the property of a person
  - c. report or prevent the likely commission of an offence involving intentional damage to the property of a person
4. **Independent Children's Lawyer (ICL) —** if an ICL independently represents a child's interests under a court order – a FDRP can release confidential information to assist the lawyer to do so.

## Inadmissibility

Inadmissibility means that information cannot be used as evidence in court proceedings.

Evidence of anything said, or any admission made, by or in the company of:

- 
1. an accredited a family dispute resolution practitioner conducting family dispute resolution or
  2. a person (the **professional**) to whom a family dispute resolution practitioner refers a person for medical or other professional consultation, while the professional is carrying out professional services for the person
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These exceptions apply only if the court is satisfied there is not enough other evidence available from other sources.

Inadmissibility protections do not apply to an admission by an adult that indicates that a child under 18 has been abused or is at risk of abuse; or a disclosure by a child under 18 that indicates that the child has been abused or is at risk of abuse;

## How We Manage Your Information

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### Notes and records

Your FDR Practitioner may take notes during sessions and will keep a file that records the key events of the FDR process and any agreements reached. These records are treated as confidential under the Family Law Act 1975 and are only shared in the circumstances set out above.

Records will be retained for a minimum of 24 months and then securely destroyed. Information acquired during FDR will not be used for personal gain or to the detriment of any person.

### Recording sessions

Sessions are not recorded by us. You must not record sessions — whether by audio, video, or screen capture. If agreement is reached the FDR Practitioner will document your agreement and send you both a copy of it.

## Participants' Role and Responsibilities

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By agreeing to participate in the FDR process, your role is to:

1. listen to the other participants and talk about your needs and what matters to you
  2. use flexible thinking and negotiate with a willingness to compromise where necessary
  3. work towards an agreement that you can all live with
  4. consider the best interests of any child impacted by the agreements you are considering
  5. make use of your right to speak for yourself and to be treated with respect during this process
  
  6. comply with your obligations under the Family Law Act 1975 — we will provide information to help you understand your responsibilities and encourage you to seek independent legal advice
  
  7. fully disclose all information relevant to your family law situation — failure to make full disclosure may put any orders based on the agreement reached at risk of being set aside in later court proceedings.
    - a. In property matters full disclosure includes all earnings and property interests, interests held through companies, trusts and other entities, any disposal of assets in the 12 months before the separation or post-separation and liabilities.
    - b. In parenting matters, relevant documents include criminal records of a party, intervention order documents, medical reports about a child or party, and school reports. The duty of disclosure is ongoing throughout the FDR process and any subsequent proceedings.
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## Support People

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You may want to bring a support person to some or all your Family Dispute Resolution sessions. A support person is someone whose role is to support you emotionally or practically — not to speak for you or negotiate on your behalf.

Talk to us before or during pre-mediation about bringing a support person. Your FDR Practitioner will discuss with both participants whether a support person is appropriate in your situation, what their role will be, and how confidentiality applies.

A support person must agree to the same confidentiality obligations as a participant before they can attend.

If you have experienced family violence or have any concerns about safety, tell us before or during pre-mediation. A support person may be particularly helpful, and we can also discuss other options including shuttle mediation.

The FDR Practitioner must only facilitate FDR if, after considering all of the circumstances, they believe that you will both be able to negotiate freely.

## Accessibility and Language Support

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We are committed to making Family Dispute Resolution accessible. If you require an interpreter, support for a disability, or any other assistance to participate fully in the process, let us know before pre-mediation and we will work with you to arrange what you need.

## Your FDR Practitioner's Role and Responsibilities

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The FDR Practitioner will provide FDR services in accordance with this agreement and the provisions of the Family Law Act 1975 (Cth). This includes ensuring that the process is safe, that you can

negotiate freely, and other aspects of their role such as maintaining impartiality and avoiding conflicts of interest.

## **Safety and Suitability**

FDR practitioners must ensure that the process is safe and suitable.

They will undertake a mandatory pre-mediation risk and suitability assessment. They have an obligation to ensure that you can negotiate freely. They will evaluate whether the ability to negotiate freely is impacted by:

- (a) any risk or history family violence or child abuse
- (b) the emotional, psychological and physical health of the participants
- (c) equality of bargaining power
- (d) any undue bias or influence on a participant and
- (e) anything else they consider relevant.

They may terminate the FDR process at any time if, for any reason, it becomes inappropriate to proceed. FDR practitioners are not required to disclose their reasons for terminating a session or process.

They will make the decision regarding the format of the mediation and in some cases may determine that shuttle mediation is required. In shuttle mediation, you will not be speaking directly with each other.

## **Their role**

The FDR practitioner will only work with participants in the role of Family Dispute Resolution Practitioner. They will not provide independent legal or other advice, represent either participant in a legal context, or provide individual counselling or similar services.

**Family Dispute Resolution Practitioner** — an accredited family dispute resolution practitioner is registered under the Family Law Act 1975 and the Family Law (Family Dispute Resolution Practitioners) Regulations 2025.

**Intern** — a student completing the qualification required to become a Family Dispute Resolution Practitioner. Any intern participating in the process is bound by the same confidentiality and inadmissibility provisions as the FDR practitioner they are co-facilitating with.

## **Impartiality**

Your mediators will not take sides. Their role is to facilitate the process in a way that is fair and supportive of all participants.

## **Reconciliation Services**

Couples are encouraged to consider whether your separation is final. If you both consider that there is the possibility of reconciliation, even if you have already separated, we can refer you to services to assist such as family and relationship counselling services.

## **Conflict of interest**

A conflict of interest is anything that could affect the FDR Practitioner's impartiality — for example, a previous professional dealing or a personal relationship. Any potential conflict of interest must be disclosed. Where a potential conflict of interest exists, if the FDR Practitioner believes they can facilitate without bias, they can ask participants if they agree to proceed or would prefer a different practitioner.

1. A FDRP must only facilitate the FDR process if they believe that they can be impartial.
2. A disclosure document will be provided and signed by all participants if the decision to proceed is made where a potential conflict of interest is present.

## Complaints and feedback

We invite you to provide feedback on your mediation experience by completing an online form or contacting us at [interact.support/contact-us](https://interact.support/contact-us).

If you have a concern or complaint, contact us at [www.interact.support/contact-us](https://www.interact.support/contact-us). We will review it via our internal complaint handling process. If it is not resolved, each FDR Practitioner is registered with an approved external complaints body. The name and contact details of your practitioner's approved complaints body are provided on the Practitioner Information page attached to this agreement.

## The Family Dispute Resolution Process

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The FDR process may include one or more pre-mediation meetings and/or discussions with each participant to determine if FDR is appropriate and to assist in preparing for the process.

During pre-mediation you will:

1. identify the issues you'd like to resolve
2. discuss what has led to the current situation, including any safety concerns or other vulnerabilities relevant to the suitability of Family Dispute Resolution
3. discuss the FDR process options and how to prepare
4. prepare for the mediation session — your preparation will depend on your specific situation and needs
5. receive referrals to other support or services as appropriate.

## Parenting FDR

**Setting the scene and identifying the issues.** This includes opening statements by each of you and the formation of an agenda for the session.

**Exploration and option generation.** These stages help identify misunderstandings, clarify each person's needs and interests, and begin considering options to address the issues. The needs and best interests of your children are the primary consideration.

**Negotiation and agreements.** The FDRP will help you consider your options for moving forward and document any agreements reached.

We cannot ethically guarantee that agreement will be reached — reaching agreement is a voluntary aspect of the process. In most cases, agreement is reached regarding some or all of the issues in dispute.

At the end of the session, the FDRP will provide a summary of progress and agreements reached, and determine if there is agreement regarding next steps.

The FDR practitioner may meet with each of you individually before, during, or after the mediation process.

## Property Settlement FDR

Family Dispute Resolution is a recommended pre-action procedure in property settlements, providing the opportunity to reach an agreement which can be made into an application for Consent Orders from the Family Court.

The property FDR process is slightly different to parenting FDR and usually requires two sessions.

### Session one

**Setting the scene and identifying the asset pool.** This includes reviewing information provided during the pre-mediation stage about your assets, liabilities, and superannuation. The mediator will assist you to ensure full disclosure and work with you to reach agreement on any values in dispute.

**Exploration of considerations.** Considerations include what the court uses to determine property settlements:

1. financial contributions at the start of the relationship
2. financial and non-financial contributions during the relationship
3. future needs.

We can also discuss legal advice you have received about what any differences in contributions or future needs mean in terms of your property settlement, usually provided by lawyers as percentage ranges.

**Proposals, negotiation, and agreements.** The FDRP will help you make and consider your options. They will 'model' the proposals you make and assist you to negotiate. If agreement is reached, they will clarify who is doing what and when, and record it on your agreement.

**If additional information is needed.** Often additional information or advice is needed — valuations or other actions — so the mediation process may be adjourned to allow time to collect the necessary information.

### Second or subsequent sessions

These sessions start with a review and updates as required, then a review of the proposals made and any updates you want to make to your offers.

## Self-Determination

Before you can apply to the family court about parenting matters, the Family Law Act 1975 requires you to make a genuine effort at Family Dispute Resolution, unless an exemption applies. Family Dispute

Resolution is also a recommended pre-action procedure for property settlement matters. If your FDR Practitioner determines that FDR is not appropriate, or if you refuse to participate, a Section 60I Certificate may be issued for parenting matters. Speak to us at any point if you have any doubts about participating or continuing.

Reaching agreement is always voluntary. You cannot be forced to reach an agreement. You have the right to self-determination. It is not the role of the FDR Practitioner to determine the outcome.

The FDRP must end the FDR session or process if you request them to do so. The request to end a session need not be the same as a request to end the entire process.

If the FDR Process is ended and it relates to children's matters a s60I certificate can be requested.

If you feel overwhelmed request a break, a confidential discussion with the FDRP, to end the session and reschedule. Options such as pausing, changing the format of sessions, or adjusting the process to include support people or legal representatives may address your concerns.

## Section 60I Certificates

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The Family Law Act 1975 requires people seeking a parenting order to make a genuine effort to resolve the dispute by family dispute resolution unless an exception applies. Exceptions include, family violence, child abuse risks, urgency or when seeking consent orders.

If you attempt Family Dispute Resolution but are unable to reach agreement you can request a Section 60I Certificate (66H in WA) in order to file an application to the court for a determination.

There are different types of Section 60I Certificates based on the assessment of the circumstances and the conduct of the participants. Possible certificates are:

- (a) a party refused to attend FDR
- (aa) the FDRP assessed that FDR was not appropriate before it commenced
- (b) the person attended FDR and all attendees made a genuine effort but agreement was not reached
- (c) the person attended FDR but they, or the other party, did not make a genuine effort
- (d) the person began attending FDR but the FDRP assessed that it was no longer appropriate to continue

A Section 60I certificate allows the holder to initiate family court action for the court to decide and make orders regarding the issues in dispute.

A Section 60I certificate will not be issued if full agreement is reached. Most agreements include a provision to return to FDR if you are unable to negotiate disagreements directly with the other parent.

A Section 60I certificate is valid for 12 months if you need to initiate court action relating to the same issues. However, in most cases, a return to FDR to discuss the issues with implementing your agreement is faster and less expensive than court.

## Consequences of non-attendance or non-genuine effort

When an application for parenting orders is filed, the court may take the type of Section 60I certificate into account when considering:

- (a) whether to make an order under Section 13C of the Family Law Act referring the parties to attend further FDR
- (b) whether to make a costs order against a party under Section 114UB of the Family Law Act.

## Getting Legal Advice

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When making decisions about parenting, finances, and property settlement, you are making decisions about your family and your assets.

Most people never need to go to court. If you can reach agreement, you can request the court to make legally binding orders without going to court. If you cannot reach agreement or one of you refuses to negotiate, you have the option of going to the family court — a slow and expensive process.

We understand that paying for legal services is expensive. Sometimes people try to avoid these costs, but it can be beneficial to understand your situation, what is likely to happen if you do have to go to court, and what sort of orders would be seen as appropriate in your case.

You might want to get legal advice about the following questions:

1. What is the likely cost and duration of going to family court for my specific case?
2. **Parenting** — based on our circumstances, what sort of parenting orders are likely from the court? If there is a specific issue like overseas travel or another point of contention, get specific advice about it.
3. **Financial** — is spousal support or other financial support likely to be ordered in our case?
4. **Property Settlement** — considering our property pool, what are the likely best and worst case scenarios? What is the likely cost of getting to court and for each hearing?

We can facilitate FDR with lawyers present; however, the additional expense may not be justified unless there are specific vulnerabilities or challenges.

### Best interests of the child

#### General Considerations — Family Law Act, Section 60CC(2)

The following considerations guide what arrangements best promote the safety and wellbeing of children and the people who care for them:

1. the safety of the child and each person who cares for the child, including safety from family violence, abuse, neglect, or other harm — and any history of family violence, abuse, or neglect, and any family violence orders that apply
2. any views expressed by the child
3. the developmental, psychological, emotional, and cultural needs of the child
4. the capacity of each person with parental responsibility to provide for the child's developmental, psychological, emotional, and cultural needs
5. the benefit to the child of being able to have a relationship with their parents and others significant to them, where it is safe to do so
6. anything else relevant to the particular circumstances of the child.

**Additional mandatory consideration (s60CC(2A))** — when considering safety (factor 1 above), the court must also specifically consider: (a) any history of family violence, abuse, or neglect involving the child or a person who cares for the child; and (b) any family violence order that applies or has applied to the child or their family. These are mandatory additional considerations, not merely part of the general safety factor.

#### If the child is an Aboriginal or Torres Strait Islander child:

1. the child's right to enjoy their Aboriginal or Torres Strait Islander culture — including the support, opportunity, and encouragement necessary to connect with, and maintain connection with, members of their family and with their community, culture, country, and language
2. the opportunity to explore the full extent of that culture, consistent with the child's age and developmental level and the child's views, and to develop a positive appreciation of that culture
3. the likely impact any proposed parenting arrangement will have on that right.

More information: [interact.support/family-dispute-resolution](https://interact.support/family-dispute-resolution)

## If an Agreement is Reached

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### Parenting

**Parenting Agreement** — if any agreement is reached regarding parenting, it is called a Parenting Agreement. A Parenting Agreement is not legally binding or enforceable.

**Parenting Plan** — if you voluntarily sign and date your Parenting Agreement, it becomes a Parenting Plan. A Parenting Plan can replace the terms of a Parenting Order, and the most recent Parenting Plan must be considered by the Family Court if you return to court at any time.

A parenting plan can deal with any parenting matters such as living arrangements, time with each parent, parental responsibility, communication, dispute resolution mechanisms, and plan review processes.

**Consent Orders** — you can make your agreement legally enforceable by applying for Consent Orders. Consent Orders are legally binding and enforceable with the same legal status as orders made by a judge. Applying for Consent Orders does not require you to go to court.

### Property

**Settlement Agreement** — if any agreement is reached regarding property, it is called a Property Settlement Agreement. Signing an agreement means it is no longer confidential and it can be used as evidence in court if either participant does not follow through.

**Consent Orders** — you can make your agreement legally enforceable by applying for Consent Orders. This gives an enforceable order which you may need to refinance, do a super split, or to obtain a stamp duty exemption for title transfers.

**Binding Financial Agreement** — this is not registered with the court but must include a statement of independent legal advice from two lawyers.

## If an Agreement is Not Reached

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If no agreement is reached and a Section 60I Certificate is issued (parenting only), the FDR process will be deemed to be completed.

A letter confirming the dates that property FDR was undertaken or requested can also be provided — no confidential information will be included.

Either participant may request FDR again in the future with the same or different FDR Practitioners.

### Fees

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Our fees are based on \$242 per hour and charged on a per person basis. It is acceptable for one participant to pay fees for both participants. This does not affect the FDR Practitioner's impartiality.

**Pre-Mediation** - \$363 per person

**3 hour standard mediation** - \$726 per person

**4 hour Shuttle mediation** - \$968 per person

**Communication and Correspondence** – Included

**Issuing a s60I Certificate (if requested)** – Included

### **Estimated duration of the mediation process**

Family Dispute Resolution services focused on negotiating a Parenting Plan and a Property Agreement may take several sessions to reach a full agreement suitable for applying for Consent Orders. Progress is reviewed at the end of each session and further sessions booked. Single-issue mediations and reviews will usually only require one session.

### **Hardship**

Reduced rates are available if you hold a healthcare card or can provide evidence of low income or limited resources. We also offer payment arrangements if necessary. Speak to one of our team if you are experiencing genuine hardship — we may be able to offer additional flexibility around fees.

### **Cancellation and refund policy**

Please advise us as soon as possible if you cannot attend a scheduled session. We will reschedule where possible, but a cancellation fee equivalent to one hour may be payable if you are a 'no show' without notice or a valid reason.

If a session has been prepaid and does not proceed, a full refund will be provided, less any cancellation fee that may apply.

### **Courses**

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Post-separation parenting is not the same as parenting when you are in a relationship. The New Ways for Families program contains information to help you develop a co-parenting alliance. The program is also designed to help you avoid issues escalating or to manage high-conflict behaviour should it occur.

High-conflict behaviour is usually seen as a cluster of unmanaged emotions, extreme behaviour, inflexible thinking, and focusing on targets of blame rather than taking responsibility for one's own actions.

1. Free New Ways Post-Separation Parenting Course — self-paced and online (normally \$95): [Course link](#)
2. Self-paced online anger management course (normally \$69): [Course link](#)

### **Ground Rules**

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FDR Mediation is a safe and respectful process. The following ground rules apply to your participation:

1. Use respectful language and behaviour.
2. Be prepared to listen, share your point of view, and be flexible in thinking of ways to reach an agreement by considering options and making proposals.
3. Consider the wellbeing, happiness, and development of any child affected by your decisions.

### **Signature Page**

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Each participant will sign their own copy of this agreement. Your signature below confirms your understanding and agreement with the terms of the service.

**Participant Name:**

**Date:**

**Signature:**

**FDR Practitioner Name:**

**Date:**

**Signature:**

**Intern Name (if applicable):**

**Date:**

**Signature:**

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