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MEDIATION AGREEMENT

Dated the **xxxx**

Between: **xxx** (“the First Party”) and;

AND: **xxx** (“the Second Party”),
both collectively called “the Parties”

AND: **Simone Fraser** of Suite 15, 3029 The Boulevard, Emerald Lakes, Carrara in the State of Queensland (“the Mediator”)

RECITALS

1. The Parties are involved in a family related dispute (“dispute”) and have determined that they wish to engage in alternative dispute resolution (“mediation”) in an attempt to resolve their dispute.
2. The Parties wish to appoint the Mediator to assist them in resolving their dispute.
3. The Mediator accepts the appointment as Mediator on the terms and conditions in this Agreement.
4. The Parties and the Mediator have agreed to enter into this written Mediation Agreement.

OPERATIVE

Appointment of the Mediator

5. The Parties appoint the Mediator to assist them in resolving their dispute.
6. The mediator will conduct the mediation in accordance with the Practice Standards of the Australian National Mediator Standards.
7. The Mediation may be conducted in person, via video conference and/or telephone.
8. The Mediator, the parties, lawyers and any other person attending the mediation, including any expert/s and/or support person/s agree to the following:
 - (a) Not to electronically record any aspect of the mediation on any device;
 - (b) To inform the Mediator and all others attending the mediation who they have present with them during the mediation, including by telephone and/or video conference and to ensure it is agreed for all persons to be present;
 - (c) That everyone present during the mediation, including virtually present, is to sign the mediation agreement;
 - (d) Not to share the content of any online chat or other document or communication with anyone not part of the mediation process;
 - (e) To immediately bring to the attention of the mediator if they can hear and/or see any content of a private session or breakout discussion that does not include them, including breakout rooms on video conferences; and
 - (f) Not to share the video or telephone conference link and/or password with any person not part of the mediation.

Understanding Family Mediation

9. By signing this agreement, the Parties indicate that they understand and agree that:
 - (a) Family Mediation is a problem solving process in which parties attempt to try and resolve their disputes without going to court.
 - (b) Family Mediation can assist the Parties to resolve disputes and make arrangements by agreement in relation to financial or property matters or the ongoing arrangements for their children.
 - (c) Family Mediation is future and solution focused and is not a substitute for counselling or therapy.
 - (d) The parties own the process of Family Mediation and it is the Parties who have control of the process.

- (e) The Parties will engage in the process of Family Mediation in good faith once it has commenced.
- (f) Family Mediation is a voluntary process and either party is free to withdraw from the process at any time by first giving notice of their intention to withdraw to the Mediator.
- (g) The commencement of Family Mediation does not have the effect of staying any existing legal proceedings between the Parties nor does it preclude a party from commencing legal proceedings.
- (h) The Parties have come to mediation voluntarily and in good faith to resolve their dispute.

Role of the Mediator

- 10. The Mediator will be impartial and neutral in conducting the mediation.
- 11. Notwithstanding the impartiality of the Mediator, she will at all times promote a settlement that is in the best interests of the any children of the Parties (if children's issues are relevant).
- 12. The Mediator may communicate separately with either party and the subject of such communications will be confidential as between that party and the Mediator unless otherwise agreed.
- 13. The Mediator will not provide legal advice to the Parties.
- 14. The Mediator will not make decisions or impose solutions on the Parties.
- 15. The Mediator may make recommendations for achieving settlement.
- 16. If the Parties both ask the Mediator to express an opinion on a matter and the Mediator agrees to do so it shall be solely for the purpose of assisting the Parties' understanding of a legal matter and the Mediator shall not bear any responsibility for any reliance placed by a party on such opinion.

Confidentiality and Privilege

- 17. Any information disclosed in the mediation is confidential and shall not be disclosed, subject to the following exceptions:
 - (a) Where all Parties have consented;
 - (b) Where the commission of a crime is disclosed;
 - (c) Where there is a risk of endangerment to a child or other person.
- 18. The contents of dispute resolution (including any settlement proposal, the willingness of any party to consider such a proposal or any admission or concession by any party)

will be subject to privilege and will not be disclosed, relied upon or be the subject of any subpoena to give evidence or to produce documents in any arbitral or judicial proceedings between the parties.

Provision of Information to the Mediator

19. The Parties may be able to reach agreement prior to the mediation in relation to the provision of documents and information to the Mediator to assist her to understand the parameters of the dispute. These documents may include:
 - (a) Copies of any court documents; and
 - (b) Agreed summaries of issues or schedules of assets and liabilities.
20. In the event that the Parties are not able to reach agreement as to what to provide the Mediator in advance of the mediation, either party may provide the Mediator with information or documentation that they consider relevant.
21. Information provided to the Mediator by one party without the consent or knowledge of the other will be treated confidentially by the Mediator and will not be disclosed to the other party without the providing party's consent.

Liability of the Mediator

22. In consideration for the Mediator entering into this Agreement, each of the Parties agree that:
 - (a) it will not call as a witness, join as a party, or require production of documents by, the Mediator in any proceedings in any Court or Tribunal or otherwise in relation to the matters arising out of the Mediation including any agreement reached at the Mediation;
 - (b) it will release the Mediator against all costs claims actions or demand howsoever arising as a consequence of the Mediation or a breach of this Agreement; and
 - (c) this Agreement may be pleaded by the Mediator in complete bar and discharge to any subpoena, joinder, claim action or demand arising out of the Mediation.

Termination of Mediation

23. The Mediator may terminate the mediation at any time, without specifying a reason if she determines for good reason that it is not appropriate to continue.
24. Either party may terminate the mediation at any time but each party agrees that before they terminate the mediation, they will discuss their intention to terminate with the Mediator.

Mediation Agreement

- 25. The mediator will facilitate the process by which the parties may wish to record in a written document any agreement reached by them during the mediation.
- 26. In the event that the Parties wish to formalise any written agreement reached at the mediation in consent orders or other binding agreement, this falls outside the scope of the mediation.

Mediators Fees

- 27. The total fees payable to the Mediator for the mediation are set out [here](#).
- 28. The fee payable to the Mediator includes the cost of preparation.

Cancellations

- 29. The mediation can be cancelled in advance of its agreed start time by the joint request of the Parties or their legal representatives.
- 30. In the event that the mediation is cancelled within less than 48 hours notice to the Mediator, a cancellation fee of \$500 (+ GST) will be charged to each party.

Execution

- 31. This agreement may be signed as counterparts and counterparts together shall comprise one agreement.

.....
 Signed by the First Party
 Name:
 Date:

.....
 Signed by the Second Party
 Name:
 Date:

.....
 Signed by the Mediator
 Simone Fraser
 Date: