



THE MEDIATION CENTRE
BIGGER. BETTER. MEDIATION SPECIALISTS

Mediation Handbook



FAMILY FIRST
MEDIATION AND DISPUTE RESOLUTION

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Family Dispute Resolution

What is Family Dispute Resolution (FDR)?

FDR is a type of mediation that is offered by specialist Mediators who are qualified and accredited by the Attorney General's Department to help separated couples reach a resolution in parenting and property disputes.

FDR is a confidential process whereby parties are encouraged to explore their differing views and reach an agreement without a court making the decision for them.

FDR is a relatively low-cost and time-effective alternative to the often expensive, time-consuming and stressful legal processes.

FDR requires all parties to the dispute to make a **genuine effort** to work towards overcoming disagreements and building workable agreements for the future.



Issues Addressed in FDR

FDR is an effective process for helping parents discuss and reach agreements about communication, care arrangements for children, education, health care, travel and a range of other parenting issues.

Financial matters and property settlement is another common area that can be addressed in FDR.

Is FDR Compulsory?

In most cases FDR is compulsory, however, either party can choose not to participate or to withdraw from the process at any point.

It is important to seek independent legal advice before deciding not to participate in FDR as your Mediator is obligated to issue a section 60I Certificate, in parenting matters, to the other party if you choose not to participate. Non participation could result in a costs order being made against you by the Court.

There is also a requirement to attempt mediation in property settlement matters before filing an application in the Court. However, there is no certificate to be issued if the other party does not participate.

If you have been ordered to attend mediation by the Court, the mediator is required to provide written feedback to the Court in the form of a Certificate of Dispute Resolution regarding your participation in the process.

Steps in the Process

STEP ONE: Intake and Assessment of Suitability

The first step in any mediation process is to participate in a compulsory intake appointment which generally takes between 1 – 1.5 hours by telephone or Zoom.

In this appointment the Mediator will clarify with you what you would like to discuss in mediation and explain in detail how the process works. Your Mediator will also ask questions about the relationship history to help them assess whether FDR is suitable for your situation.

Your Mediator has an obligation to ensure that parties can negotiate freely, and that participation does not place anyone at risk.

The assessment of suitability is ongoing and the decision to offer mediation can change at any stage throughout the process at the discretion of the Mediator.

Mediators **DO NOT** share the reason why mediation is not suitable, or becomes unsuitable, due to confidentiality.

STEP TWO: Education

You will be given several psycho educational resources to read/complete prior to mediation. This is to help you focus on important matters in mediation and to help you manage emotions and regulate behaviours.

STEP THREE: Mediation

If FDR is assessed as suitable your Mediator will advise you of this and you will need to take some time to prepare for the session/s.

The Mediator will determine what process is most suitable, which may include a child inclusive meeting. You have the right to accept the service being offered or not.

A joint session is generally three hours and will be scheduled at an agreed time. An additional hour will be required for all shuttle mediation processes.

In some cases, more than one joint session is needed to work through all the issues. The number of sessions needed will depend on the number of issues to be discussed, the complexity and the extent of the disagreement.

You will need to make alternate arrangements for the care of children to allow you to attend mediation as children are not permitted to attend.

Children Participating in Mediation

We are a child-focused practice. This means that our Mediators will adopt a child-focused approach throughout the process by seeking to understand your child/ren's unique needs and will encourage everyone to stay focused on reaching agreements that are in the best interests of the child/ren.

In many cases, it is also appropriate for children to have a 'voice' in decisions made for them. In these cases, the child/ren meet with a trained Child Consultant who can provide developmentally appropriate information to parents and the Mediator regarding the child's experience of their separated family.

We can provide referrals for external Child Consultants who will charge their own separate fees and have their own process which is separate to the FDR process. In some cases, we can be the Child Inclusive Mediator i.e the Mediator will also meet with the child as a Child Consultant to help parents reach agreements in mediation.

Child Consultation must be agreed to by both parents and assessed as suitable by the Mediator and the Child Consultant.

Ask us for our free Child Consultation Information Book if you want to know more.

What if FDR is not Suitable?

Once both parties have completed a confidential intake appointment, the Mediator will advise you if FDR is not suitable.

There are several factors that must be considered when undertaking an assessment of suitability, which are outlined on the following page.

Due to the confidential nature of intake appointments your Mediator will not discuss with you the reasons for such a decision.

The Mediator will issue you with a section 60I Certificate if FDR is not suitable. This certificate is required if you wish to initiate court proceedings with respect to parenting matters. It is crucial that you speak with a family law lawyer to seek legal advice, specific to your circumstances, if you are considering using the certificate to commence court proceedings.

Matters a Practitioner MUST Consider in Making an Assessment of Suitability

The Family Law (Family Dispute Resolution Practitioners) Regulations 2025 state that a Practitioner MUST consider whether the ability of one or more of the parties to negotiate freely is affected by one of the following matters:

- (a) the presence or history of family violence amongst the parties, or the parties and their children;
- (b) the likely safety of the parties, or of any other person involved in the conduct of the sessions;
- (c) the equality of bargaining power amongst the parties;
- (d) if the dispute involves children, the risk that a child may suffer abuse;
- (e) the emotional, psychological and physical health of the parties;
- (f) the undue bias or influence of a person (whether or not the person is a party to the dispute) on the parties;
- (g) any other matter that the practitioner considers has a material impact on the ability of the parties to negotiate freely.

It does not mean that mediation will be inappropriate in every instance where these risks may be present. The experience and professional judgment of the Practitioner will be an important element in determining risk.

Section 60I Certificates

A section 60I Certificate is required in most cases before filing an Application in court for parenting matters. Only an accredited and registered FDR Practitioner is able to issue a section 60I Certificate.

A Section 60I Certificate may be issued to indicate that a person:

- a.** Did not attend FDR due to the other party/parties involved in the dispute refusing to attend FDR;
- b.** Did not attend FDR because the Practitioner considered that it would not be appropriate to conduct FDR;
- c.** Attended FDR and all attendees made a genuine effort to resolve the issues in dispute;
- d.** Did not make a genuine effort to resolve the issues in dispute;
- e.** Attended FDR with the Practitioner and the other party/parties, but the Practitioner considered it would not be appropriate to continue FDR.

It is important to note that the Court may consider the reasons shown on the Certificate when considering whether to make an order for the parties to attend further FDR or to award costs against a party for failing to, or refusing to, attend FDR or make a genuine effort in FDR to resolve all issues.

Reaching Agreement

Agreements reached in FDR can be written or verbal and are not legally binding.

Your Mediator will type the agreements reached in FDR and send you a copy within 24 hours, if not prepared during your mediation session.

For parenting matters, if this document is signed and dated by both parties then it becomes a 'Parenting Plan' which is a document that can be admitted into evidence in Court but is still not legally binding.

Agreements can be made legally binding by filing an Application for Consent Orders with the Family and Federal Circuit Court of Australia.

Your Mediator does not help you with this. It is encouraged that you have a lawyer prepare the consent orders for you.

If there is no agreement reached, the issue remains unresolved and you may then need to obtain further legal advice.

Property Mediation

Most intimate relationships, whether married, de-facto or same sex, involve the accumulation of assets and liabilities. When that relationship ends deciding how to divide the assets and liabilities can cause tension and become overwhelming.

The following information will assist you in understanding what assets and liabilities are considered 'property of the relationship', the steps involved in a property settlement mediation with us and to help you make an informed decision about whether mediation is the right process for you.

Duty of Disclosure

The Family Law Act (1975) requires each person to provide full and frank disclosure of **ALL** assets and liabilities in their sole name, joint name or where they have any interest including for assets and liabilities obtained following separation.

If an agreement is reached, and consent orders are made by the Court there can be serious legal consequences if it is discovered that one or both parties have not been honest in their financial disclosure.

Steps in the Property Mediation Process

There are several steps involved in a property mediation that are structured in the same way that a Court would look at determining a property case.

1. Intake Appointment and Assessment of Suitability

As outlined earlier in this handbook, you must first participate in a compulsory intake appointment and an assessment of suitability must take place before proceeding to mediation.

2. First Mediation Session – Identification of the Property Pool

Your first joint session, if not already agreed to, is focused on identifying what is in your property pool. To do this, the value of assets and liabilities must be identified and agreed upon.

If parties do not agree on the values provided, they must then arrange formal valuations and the sharing of statements. This may mean that you need more than one mediation session to identify and agree on what is in the property pool.

What is an 'Asset'?

There are many misconceptions about what is considered property or assets of the relationship and what is not, which often causes a great deal of conflict.

Assets of the relationship include all things owned by you and/or your former partner whether in joint names or in sole names and may include assets you have acquired following separation. Examples of assets include:

- Family home
- Investment property
- Holiday home
- Cars, caravans, motorbikes, trailers, boats, jet skis
- Household furniture and effects
- Personal items including jewellery and tools
- Savings accounts
- Capital gain on real estate

In addition, assets under your control or the control of your former partner are included, such as:

- Superannuation
- Businesses
- Third party interests
- Family Trust
- Shares

Any assets held at the commencement of the relationship by one or either party may also be included and must be disclosed.



What is a 'Liability'?

Just like assets of the relationship, liabilities of the relationship include all debts owed whether in your sole name or in joint names and may include debts that are accumulated prior to and following the relationship.

Examples of liabilities include:

- Mortgage/s
- Credit card/s
- Hire purchase agreements
- HECS/HELP Loans
- Tax Debt
- Capital Gains Tax
- Personal or Business Loans

All the assets and liabilities form your property pool.

The net balance of the property pool is what is left for distribution between both parties once all debts are accounted for.

Contributions, Future Needs, Financial Resources and the Impact of Family Violence

Once you have an agreed balance sheet you must then discuss/outline your argument for why you are wanting to divide/settle the property matter the way you are proposing.

To do this, you must outline what your financial and non financial contributions have been, what your future needs are according to specific items in the Family Law Act (1975) and what, if any, financial resources you may have available to you.

From 10 June 2025, the ***Family Law Act*** 1975 also requires an assessment of the impact of family violence on property settlement. If you have experienced family violence, including financial abuse or control, it is crucial that you seek legal advice prior to mediation about whether this should be a consideration in the overall property division.

What are Contributions?

Contributions include both financial and non-financial contributions during the relationship and includes any initial contributions brought to the relationship such as a property or significant savings. Examples of contributions include:

- Salary or wages
- Bonuses
- Inheritances
- Redundancy payments
- Compensation payments
- Monetary gifts or gifts of value
- Care of children
- Homemaker duties
- Renovations
- Bookkeeping/admin of family business

Some contributions can be difficult to assess and are not easily measured, it is therefore important that legal advice is obtained from a family law specialist to understand how your contributions apply in the context of your situation.

What are Future Needs?

The Family Law Act (1975) stipulates that there may be other important factors that need to be considered when negotiating a property settlement in relation to your or your former partner's future needs which include:

- Age and state of health
- Income earning capacity
- Future financial resources
- Care of children under the age of 18 years

If any of these factors are present an adjustment may be appropriate in that person's favour.



Other Information

Legal Advice

It is strongly encouraged to obtain independent legal advice from a family law lawyer before, during and after FDR.

It is important that you understand the merits of your case and what a court would decide if you were not able to reach an agreement in mediation. Without this knowledge you are at a disadvantage in your ability to meaningfully negotiate.

Your mediator is not able to give you legal advice but can provide you with legal referrals and information regarding processes.

Financial Advice

Independent financial advice is also encouraged if you are mediating a property settlement for the same reasons that we encourage parties to obtain legal advice. Without this advice you may be placing yourself at a disadvantage in the mediation process.



Safety and Shuttle Mediation

It is important that you feel safe before, during and after FDR. A copy of any current or past AVO must be provided when requested.

If you have any concerns about your safety or the safety of your children, please let the Mediator know as soon as possible.

There are several ways Mediators can manage safety in mediation including 'shuttle' mediation. This is where the Mediator will move between two separate rooms and facilitate negotiations. There are many disadvantages for a shuttle mediation, and this should not be the default. A shuttle mediation is not guaranteed and is only provided upon the assessment of the Mediator as being reasonable and appropriate.

Legally Assisted Mediation

Legally assisted mediation is an option to assist parties who need to be able to access legal advice during the session to be able to move forward. Sometimes, the Mediator will only offer a service if parties bring a lawyer with them.

If only one party wishes to bring a lawyer, the mediation will be held via a shuttle process.

Further information is available to parties considering legally assisted mediation upon request.

Support People

If both parties agree, either one or both of you may bring a support person with you to mediation. The support person could be a friend or professional support.

New partners and family members are not permitted to be a support person unless in exceptional circumstances and agreed to by all parties and your Mediator. Ultimately, the decision regarding support people is that of the Mediator.

Support people do not actively participate in the discussions, but can provide you with emotional support beforehand, during breaks and after the session.

If you would like to bring a support person with you, you will need to advise your Mediator during your intake appointment.

Any support people who attend will be required to sign a confidentiality agreement prior to the commencement of the joint session.

Support people will be asked to leave the mediation if they cannot follow the directions of the Mediator.

What is the Mediator's Role?

Mediators are impartial third parties who facilitate discussions about issues in dispute. They do not take sides and do not collect evidence.

Our Mediators have completed, at minimum, a Graduate Diploma of Family Dispute Resolution, are Nationally Accredited FDR Practitioners and have years of experience working with separated families.

Mediators do not make decisions for you and cannot give you legal advice or financial advice.

Their role is to decide whether mediation is suitable and if so to help facilitate discussions between parties to help them reach a resolution.

Your Mediator will explain the process and can assist parties in developing ideas for resolving the dispute based on what other separated families have done in similar situations.

Your Mediator will also explore the appropriateness of any options that have been discussed and will type any agreements reached.

In most cases, a single Mediator will facilitate the joint sessions. However, on occasions, it may be determined that two Mediators are required to facilitate the process.

What is the Role of the Parties?

Your role in mediation is to:

- Communicate respectfully
- Be future and solution focused
- Be ready to negotiate with **multiple** proposals/options
- Speak only for yourself and your experiences
- Listen and take turns in speaking
- BE PREPARED** for mediation - complete/read all psycho educational resources provided to you in the lead up to your session
- Make the decisions
- Give full and frank financial disclosure in property mediations

Fees and Cancellation Policy

Please see the attached “Schedule of Fees” for all fees and terms and conditions.

The number of mediation sessions required is determined by the professional judgment of the Mediator/s.

Other Support Services

Your Mediator can refer you to appropriate support services as required. There is also a government site that assists people to navigate separation and the family law system. This information can be found at: www.australia.gov.au/familyrelationships

Location and Appointment Times

Our services can be provided at a range of locations. A small fee will be charged to cover the costs of hiring a meeting room if parties want sessions to occur in person.

The cost will depend on the pricing set by the office service, the size of the room required, and the length of time required.

All appointments can occur by telephone or via Zoom which is our preferred method of mediation as it provides parties with more flexibility around work and life commitments and saves you on the cost of hiring a meeting room.

Appointments can also occur after hours or on weekends where necessary at no additional cost.

Next Steps

If you would like to begin mediation, please contact us to schedule your intake appointment. After your intake appointment is completed, we will write to your former partner and invite them to the process. There is no need for you to advise your ex partner of the invitation unless you feel comfortable doing so.

Feedback And Complaints

Our Principal Mediator, Tara Weir, is a professional member of the Mediation Institute and Resolution Institute. Any feedback, including positive or negative, can be forwarded to www.mediationinstitute.edu.au

If your mediation is being conducted by a Panel Mediator and you have feedback, please contact info@familyfirstmediation.com.au. We will provide you with their individual professional feedback mechanism.

You may be sent an automated SMS following your engagement with us seeking a review of our service. Your feedback means a lot and would be appreciated as it may help other families in choosing a reputable mediation service.



FEE SCHEDULE

Intake and Assessment \$330 plus GST per person • 1 – 1.5-hour confidential telephone or Zoom appointment

- Invitation to other party to participate in mediation and follow ups
- All reasonable preparation time including phone calls, emails and reading of documents
- Educative resources
- Issuing of section 60I certificate if required (parenting only)

Half Day Parenting Mediation \$850 plus GST per person • 3-hour mediation session with both parties • All reasonable preparation time including phone calls and emails • Typed Agreement emailed to both parties • Issuing of section 60I certificate if required (parenting only)

Half Day Property Mediation \$850 plus GST per person

- 3-hour mediation session with both parties (multiple sessions may be required)
- Assistance with coming to agreements
- All reasonable preparation time including phone calls and emails
- Interactive balance sheet and tabling of proposals, Heads of Agreement drafted and sent to both parties

Full Day Parenting / Property Mediation (7 hours) \$1500 plus GST per person • Suitable for complex cases including shuttle, legally assisted, combined parenting and property cases and cases with more than 5 topics for discussion.

TERMS and CONDITIONS

- There are no refunds on fees paid
- Each additional hour will be billed at \$330 plus GST per person
- Each party is invoiced separately unless alternative arrangements have been made in advance
- Payment is due on receipt of invoice
- Appointments are only secured upon payment being made
- Appointments will not proceed unless payment has been received by the due date
- Fees are payable regardless of an agreement being reached
- Fees are applied to all appointments regardless of past mediation with this service
- In the event of re-scheduling, fees will be held in credit for a period of 14 days only. If an appointment has not been rescheduled within this timeframe all fees paid are non refundable
- GST is payable on all fees

