

Intake

- Each person involved in parenting or property Family Dispute Resolution will have a confidential intake session with a Family Dispute Resolution Practitioner.
- At this appointment we discuss your specific situation.

Post Separation Parenting

- For Family Dispute Resolution about parenting matters, each person involved will attend (separate) Centacare Post Separation Parenting Courses to prepare for mediation and learn more about how to support your children after separation.

Mediation

- The Family Dispute Resolution Practitioner will facilitate a mediation session.
- The aim of the mediation session is to create a child-focussed parenting arrangement and assist parties to resolve some or all of the issues in dispute.
- The Practitioner is required to remain impartial to all outcomes and is unable to give legal advice.

Child Consultancy

- Hearing the voice of children in Family Dispute Resolution is important for families when trying to reach the best decisions for their children.
- In FDR about parenting matters, children over 5 years can participate in a child-friendly way. Your Practitioner will discuss this process at intake and at the first mediation session.

s60I Certificates

- During the process, s60I certificates can be issued at the discretion of the practitioner.
- This certificate is required before you can make an application to a court for a parenting order.

Referrals

- Throughout the process, referrals to other support services may be suggested; such as individual support through Family Law Counselling, Co-parent coaching and family violence support.

IMPORTANT INFORMATION ABOUT OUR FAMILY DISPUTE RESOLUTION SERVICE

Thank you for attending Centacare's Family Dispute Resolution program. As you talk with your practitioner and read through this folder you will learn that two of the critical aspects of a Family Dispute Resolution Practitioner's role are:

- **To remain impartial. This means they must not take sides or support or promote the interests of one client over another.**
- **Not to give legal or other advice.**

What this also means is that your practitioner is unable to manage issues outside of appointments and must avoid individual telephone contact with either of you. In addition, your practitioner will not liaise with you either directly or indirectly via email. Your practitioner may need to call you occasionally to confirm information. However if you feel the need to call your practitioner we recommend:

If you need to book or reschedule a mediation appointment:	Our administration staff can manage this and if needed will let the other party know, and pass a message on to your mediator. Your mediator will then send you a letter with your new appointment date and time.
If you need advice regarding your children or property issues:	You should seek legal advice or call the Police.
If you're not sure what documentation to bring to your mediation session:	Refer to the information you have received about FDR.
If you still need to speak to your mediator:	Please leave a message explaining what your call relates to. Our receptionist will then pass a message on to your mediator. If it relates to a new appointment being required, your mediator will send you a letter with your new appointment date and time. Call backs are at the discretion of the mediator.

Thank you for helping us maintain our impartiality in providing you with a professional and ethical service.



CENTACARE FAMILY DISPUTE RESOLUTION SERVICE
13 Penola Road, Mt Gambier 5290 SA
Phone: (08) 8303 6630 email: mountgambier@centacare.org.au

STATEMENT OF INFORMATION

1. WHAT IS FAMILY DISPUTE RESOLUTION? (FDR)

FDR is a process in which a Family Dispute Resolution Practitioner works with people affected by separation or divorce, to resolve some or all of their disputes with each other. The FDR practitioner is independent of all the parties involved in the process and must remain impartial in order to assist both parties to reach agreements where possible. The method of FDR used in this service is mediation.

2. WHAT IS FDR?

FDR is a practical way of working out problems between separating/separated couples on issues covered by the Family Law Act, such as parenting and property issues. Resolving issues in FDR rather than going to Court can be much more time and cost effective and less damaging to your parenting relationship. FDR is a process where you may be more in control of the outcome and promotes a more respectful end to a relationship rather than an adversarial and conflicted one. The process of FDR is one in which the parties involved, together with the assistance of a FDR practitioner:

- isolate issues in dispute;
- constructively and respectfully discuss the issues;
- develop and consider options to resolve those issues;
- if appropriate, attempt to agree to one or more of these options and
- if a child is affected - attempt to agree to options that are in the best interests of the child.

Please be aware that as part of our commitment to the ongoing professional development of our Family Dispute Resolution Practitioners and to ensure our clients receive a high quality service, we occasionally use a co-mediation model, whereby two mediators may attend your session.

It is also important that you are aware that Family Dispute Resolution is not a long-term support service and in some cases we may refer you to other services including Family Law Counselling. This is particularly where any new issues arise during the mediation which indicate another service would be more appropriate.

3. WHEN IS FDR APPROPRIATE?

FDR is not always appropriate for all disputes, particularly if a dispute involves violence that renders one party unable to negotiate freely because of another's threats.

FDR will work best when:

- both parties are wanting to reach a mutually satisfactory agreement
- both parties are able to negotiate on a reasonably equal footing.

FDR may be difficult or unsuitable when the following are present:

- alcohol or drug abuse, psychiatric illness or mental instability
- power imbalances
- overwhelming emotions concerning the separation
- a history of broken agreements
- the use of FDR as a delaying tactic
- violent and threatening behaviour
- child abuse
- for any other reason that the practitioner deems FDR is inappropriate.

If any of the above issues are relevant to your case please discuss this with the FDR practitioner. Please note that we will do our best to accommodate your needs in regard to appointment dates, times and locations. However where a mediation appointment cannot be booked because both parties are ultimately unable to agree on when/where that can occur, then this does **not** fall within the definition of 'not appropriate'. See also Point 4 below.

PLEASE NOTE THAT UNACCEPTABLE, AGGRESSIVE OR VIOLENT BEHAVIOUR TO EACH OTHER, THE PRACTITIONER OR OTHER STAFF IS NOT APPROPRIATE FOR MEDIATION AND YOUR APPOINTMENT MAY BE TERMINATED IF THIS IS UNABLE TO BE RESOLVED

4. PRE-ACTION PROCEDURES

Changes to the Family Law Act require those people who wish to make an application to the Court for a parenting order, to attempt to resolve the dispute in FDR first. The Court will require a certificate (called a S60I Certificate) from a registered family dispute resolution practitioner confirming the outcome of your attendance at FDR. According to the Family Law Act mediation commences at the point both parties are discussing the issues.. S60I Certificates are only valid for 12 months from the date of your last attendance at FDR. S60I Certificates are not applicable to property matters. It is the practitioner's decision as to which of the following points apply in your situation:

4.1 What the S60I Certificate may say:

(a) One party to the dispute did not attend at family dispute resolution

This means that both parties were invited to attend family dispute resolution but one party refused or failed to attend. This meant the family dispute resolution could not go ahead.

(b) The practitioner decided the case was not appropriate for family dispute resolution-

Practitioners must not deliver family dispute resolution if they believe it would be inappropriate. Examples of matters which may mean family dispute resolution is inappropriate include: a history of family violence; a risk of child abuse; the safety of parties; the emotional, psychological or physical health of the parties or the ability of people to negotiate freely. When a practitioner believes a matter is inappropriate, family dispute resolution will not take place.

(c) All parties attended and made a genuine effort to resolve the dispute

This means all parties made a genuine effort during the dispute resolution process but were unable to resolve the dispute.

It is up to the family dispute resolution practitioner to make up their mind if a person has made a genuine effort based on the individual circumstances. A practitioner might take into account, each person's willingness to join in discussions and make compromises. If you don't come to an agreement, it is not necessarily because you did not make a genuine effort. There can be many reasons why people have different views about an issue.

A practitioner should not issue a certificate where parties come to an agreement in relation to the issues in dispute.

(d) All parties attended but one or both did not make a genuine effort to resolve the dispute

See (c) above for information about genuine effort.

(e) The family dispute resolution started but part way through the practitioner decided it was not appropriate to continue.

See (b) above for examples of situations where it might not be appropriate to conduct family dispute resolution.

Please note: Where a mediation appointment cannot be booked because both parties are ultimately unable to agree on when/where that can occur, then this does **not** fall within the definition of 'not appropriate'. In

such circumstances we are only able to issue a S60I(a) to each of you, stating that the other has failed or refuse to attend mediation. This applies most particularly to attempts to book a first joint session.

Where an agreement breaks down then the parties are required to return to FDR to discuss the difficulties that have occurred. A certificate may not be issued without another session being attended to and both parties making a genuine attempt to try to resolve the issues. Certificates are always issued at the discretion of the Mediator.

Parties who are advised to attend FDR to “get a certificate” will be required to follow the process and make a genuine effort to resolve the issues before any certificate will be discussed. Those not willing to attempt to resolve the issues may be issued with a non-genuine effort certificate if deemed to be appropriate.

There are some exceptions to the requirement to attend FDR. You should seek legal advice as to whether an exception applies in your case. In these instances it is not your Family Dispute Resolution practitioner who decides if you qualify for an exception. The types of exceptions are set out below:

4.2 Exceptions to the requirement to attend FDR:

- Where you are applying for procedural orders, interim orders or consent orders
- Where the matter is urgent
- If the Court has reasonable grounds to believe that:
 - Family violence or child abuse has occurred, or
 - There is a risk of violence or child abuse if there were to be a delay

If you use the exception relating to family violence or child abuse, you will need to obtain information about your options and about services that can help you, from a family counsellor, family dispute resolution practitioner or by calling the **Family Relationship Advice Line on 1800 050 321**. You do not have to obtain this information if the Court has reason to believe there is a current risk of violence or child abuse.

- Where it is not practical for you to attend FDR (for distance reasons or if you are physically unable to attend).
- Where a person has contravened and shown a serious disregard for a Court Order made in the last 12 months.

For further information about Exceptions see www.ag.gov.au.

5. WHAT HAPPENS IN FDR?

5.1 Step 1 – Your Intake Appointment:

Before FDR is offered, all clients are asked to attend an individual, one-hour intake appointment with a FDR practitioner over the phone. A support person may be present at the discretion of the practitioner if they have completed a support person’s agreement prior to the appointment. **Children cannot attend at this appointment or at the FDR appointment.** Forms will be sent to you for completion and return prior to

booking an appointment. If you require any additional information about FDR you will be referred to the Family Advisor who will contact you by phone to answer your questions. The practitioner will explain the process of FDR and the role of the FDR practitioner, explain confidentiality requirements, answer any further questions and assess whether FDR is appropriate in the circumstances.

FDR practitioners must provide you with:

- A statement about the process and your rights
- Information about your practitioner's qualifications
- The fees charged
- Particulars about a complaints mechanism you can use should you wish to complain about the services offered to you.

Your FDR practitioner may also provide you with:

- Information about parenting plans, parenting courses and other services available to help you if you wish to discuss parenting issues
- Information about property mediation and requirements of full disclosure if you wish to discuss property issues
- Other information including regarding Family Law.

Both people need to have separate intake and assessment appointments before FDR can start. If you are the person instigating Family Dispute Resolution we can, at your request, invite the person you wish to mediate with, to have their own Intake and Assessment appointment.

5.2 Step 2 – Inviting the Other Person:

The other person doesn't have to wait to hear from us before they can book their appointment. However, we are able on your advice to contact them inviting them to book an appointment. If there is no response from the other party to our letter, we will automatically send a second letter. If you have not heard from us within 3-4 weeks of your appointment, please call us to see if we have had a response from the other party. If there has been no response or they tell us they do not wish to take part in family dispute resolution, then you can request a Section 60I Certificate (parenting issues only) confirming you have attempted family dispute resolution. Certificates are not issued for property matters and you should seek legal advice.

Step 3 – (parenting only) Education Program

- Prior to a FDR appointment being made both parents are encouraged to complete the "*A Post-Separation Parenting*" program if the issues in dispute are about children.
- This education program will help you to understand what the important considerations for your child are and how to support them through parental separation.

- We strongly recommend you complete this program as if the other party does, and you choose not to, then the other party will have had access to additional information that will assist them in the mediation process.
- Your FDR practitioner will book you in to this program or refer to you an organisation that provides the service at the completion of your intake session.
- This education component does not apply to mediations that are solely focussed on property issues or grand parenting issues.
- You will not be in the same group as the other parent of your child/children, however you can choose to bring your current partner if applicable.

5.3 Step 4 – Your FDR (Mediation) Session:

- If appropriate, a FDR session with both parties involved can then be arranged. FDR sessions are conducted by one FDR practitioner, or under certain circumstances two practitioners may be involved. On average, 1-3 FDR sessions are needed and each session lasts approximately 2 hours.
- Clients will be asked to treat each other and the practitioner(s) respectfully during FDR sessions. Other positive communication ground rules may be agreed to before FDR commences, in order to facilitate discussion and problem solving. **Aggressive and/or abusive behaviour towards each other, your practitioner or any other staff member will result in your session being terminated.**
- On occasion the practitioner(s) may see clients separately in order to assist negotiations. You may also request to speak to the practitioner in a separate room. Matters discussed in a client's separate session will not be disclosed in joint sessions unless that person agrees.
- In high conflict situations, at the practitioner's discretion, or where safety is a concern the practitioner(s) may offer "shuttle" FDR, where clients have no direct contact and are in separate rooms for the entire FDR process.

5.4 After FDR:

- Upon request, after some mediation sessions, we can provide you with an 'Outcomes' document which will be posted or emailed to you. This is a one-page summary of the outcomes of that session pending your next session. It is not an Agreement.
- If Agreement is reached and upon request, the practitioner will type up all agreements reached during the FDR process in a Parenting Plan or Property Agreement. There may be a fee for this service. Upon payment, the completed Parenting Plan or Property Agreement will be posted out to both parties. Agreements will not be forwarded to either party if there are outstanding fees. Centacare cannot facilitate the signing of any agreement.
- Agreements reached in FDR are entered into in good faith. A Parenting Plan or Property Agreement is not a legally enforceable agreement. It is only a record of what has been agreed to

and is different to a Parenting Order made by a Court. However a Court may take into account a Parenting Plan that you have agreed to. If you want to make your Parenting Plan or Property Agreement legally binding you must apply to the Court for Consent Orders. If parents end up in Court at some later date, the Court may consider the terms of the most recent parenting plan when making Parenting Orders in relation to the child, if it is in the best interests of the child to do so.

- You can take steps to make your Parenting Plan or Property Agreement legally binding by having it drawn up by a lawyer then registered as Consent Orders.
- In relation to disputes involving children, see section 7 of this statement.
- In relation to a Property Agreement, we strongly recommend you see your lawyer about having it made legally binding to ensure you have legally separated your financial ties.
- If, after reaching agreement, one of you does not follow through with what has been agreed, your practitioner cannot enforce the terms of the agreement. You may then be required or choose return to mediation to re-discuss.

6. THE FDR PRACTITIONERS:

6.1 What is a 'registered' family dispute resolution provider/practitioner?

Under the Family Law Act, mediators are now known as Family Dispute Resolution Practitioners.

A registered family dispute resolution provider/practitioner is an organisation/individual who has met the required standards of training, experience and suitability for inclusion on the Family Dispute Resolution Register. Centacare's FDR practitioners have tertiary qualifications as well as qualifications in FDR and are registered family dispute resolution practitioners. See separate sheet for a list of our FDR practitioners and their qualifications.

6.2 Why should I use a registered family dispute resolution provider/practitioner?

Where you are unable to resolve your arrangements through family dispute resolution and decide to go to court, you will need a S60I Certificate to say you have attempted family dispute resolution (unless you meet one of the exceptions listed above). You will only be able to obtain a valid S60I Certificate from a registered family dispute resolution provider/practitioner.

6.3 The Role of the FDR Practitioner is to:

- Facilitate discussion between the clients about the issues relevant to the dispute
- Assist them to reach their own agreements
- Remain impartial, not take sides and not to support or promote the interest of one or the other
- Disclose any interest or bias

- Not advise the parties what to do in relation to the issues in dispute
- Not to give legal advice.
- Keep conversations about children's care child-focussed and in their best interests.

6.4 Conflict of Interests:

If at any stage the FDR practitioner becomes aware that he/she has:

- Previously acted in a professional capacity (other than as a family dispute resolution practitioner);
- Previously had any commercial dealing or
- Is a relative, personal friend or acquaintance

in relation to either party, then the FDR practitioner must disclose and the parties may then decide whether the practitioner will continue with the session, or whether a new practitioner should be appointed.

7. CONFIDENTIALITY:

Centacare Family Dispute Resolution Service is a confidential service. Pursuant to Section 10H of the *Family Law Act*, (as amended) all Centacare FDR practitioners have signed a Family Dispute Resolution Practitioner's Oath which states that the practitioner will not disclose communications or admissions made in FDR unless this is necessary to properly discharge his or her function as a FDR practitioner. The FDR practitioners will not voluntarily disclose or provide written material to persons outside Centacare Family Dispute Resolution Service, information on matters discussed or agreements reached in the FDR process.

However, the FDR practitioners are obliged to disclose information in order to do the following:

- Protect a child.
- Prevent or lessen a serious and imminent threat to the life, health or 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
 - intentional damage to property of a person or a threat of damage to property.

In addition a FDR practitioner may disclose information:

- To enable practitioners to discharge properly their functions as a FDR practitioner (this includes disclosing information for the purposes of supervision).
- If a child is separately represented under the *Family Law Act*, FDR practitioners may disclose information to assist the representative to represent the child appropriately.

The FDR practitioner also has discretion to supply non identifying information for the purposes of research into family issues.

- Files will be audited from time to time to ensure that administrative processes and file management comply with confidentiality requirements.

- A signed 'provision of information' authority is necessary if you want the FDR practitioner to speak with or share information with any outside agency. A form for this purpose is available from the FDR practitioner on request.

Under section 10J of the *Family Law Act 1975 (as amended by the Family Law Amendment, Shared Parental Responsibility) Act 2006*, evidence of anything said, or an admission made in FDR is not admissible:

- (a) in any court (whether exercising federal jurisdiction or not); or
- (b) in any proceedings before a person authorised by a law of the Commonwealth or of a State or Territory, or by consent of the parties, to hear evidence.

This subsection does not apply to the following:

- (a) an admission by an adult that indicates that a child has been abused or is at risk of abuse;
- (b) a disclosure by a child that indicates that the child has been abused or is at risk of abuse;

unless, in the opinion of the court, there is sufficient evidence of the admission or disclosure available to the court from other sources.

8. LEGAL REPRESENTATION AND LEGAL ADVICE:

Centacare's Family Dispute Resolution Service strongly recommends that people individually seek independent legal advice before commencing FDR. You have a right to consult your own solicitor or any other professional advisor at any stage of the FDR process and FDR practitioners will encourage you to do so.

The FDR practitioners will not offer legal or any other professional advice. If a practitioner is a lawyer, the practitioner will not act as a legal representative at any stage.

Centacare does not allow lawyers to be present for any sessions with the individual client or when there is a joint session.

Lawyers are not able to be present at any session during mediation.

9. DISPUTES INVOLVING CHILDREN:

With the consent of both parents/guardians and children, children may participate in a child consultation session aimed at giving the child a voice in the separation process. Please refer to our information sheet on child inclusive FDR for further information.

With respect to disputes about children, the *Family Law Act* provides the following:

- **The best interests of children:** If disputes involve children, then Family Law requires that the best interests of the child are the paramount consideration in any decision that affects him or her (Section 60CA *Family Law Act 1975 as amended*).

- **Parental responsibility:** Under the 1995 changes to the *Family Law Act*, both parents of a child have shared parental responsibility for that child. (Section 61B of the *Family Law Act* states that shared parental responsibility means all the duties, powers, responsibilities and authority which, by law, parents have in relation children). However when the court is considering making a parenting order, a rebuttal assumption will be made that equal shared responsibility will apply.

10. APPOINTMENTS:

Confirming appointments - Clients are required to confirm their attendance at Intake and FDR sessions by contacting the Mount Gambier Centacare Family Dispute Resolution Service on **8303 6630** or Adelaide on **8215 6700** at least 24 hours prior to the session. A SMS reminder will be sent 1 week prior and 1 day prior to a scheduled appointment.

Cancelling or Rescheduling appointments - Please be aware that the Mediator travels to Mt Gambier from Adelaide for all mediation sessions and any mediation session that is cancelled or rescheduled must be done with at least one week's notice in order to offer the time to another client. Rescheduling is done on availability so there is a possibility that there may be a delay of 1-2 months depending on demand.

Clients are asked to telephone Centacare and if appropriate the other party immediately if they are seeking to cancel or reschedule an appointment.

11. FEES

Our fees are based on income – please refer to the fees schedule in your Information Pack. Where fees are charged, we require that they be paid immediately after your Intake appointment. Your practitioner put you in contact with reception who will assist you in that regard. Please note, if for any reason your fees are not paid, we may be unable to book further appointments for you.

For mediation sessions both parties are required to pay the session fees prior to the session. You will have been advised of the amount payable at your Intake appointment. If either or both of you are unable to pay prior to commencement, then the session will need to be rescheduled. In addition, if either party cancels, reschedules or does not arrive for a mediation session, then payment must be made in advance prior to booking a further session if 2 or more appointments have been cancelled or rescheduled. Any Parenting Plan or Property Agreement will not be provided until all fees are up to date. Please talk to your practitioner if you have any concerns around payment of fees.

12. IN SUMMARY – WHAT WE CAN AND CAN'T DO:

We can –

- Facilitate productive and future focussed conversations
- Provide the opportunity to hear research and evidence based information about separation for children and how you can support them in the best way possible.

- Assist you in negotiating a parenting plan and/or property agreement
- Prepare parenting plans and/or property agreements
- Provide legal information (as opposed to legal advice)
- Work in the best interests of your child/ren
- Provide child focussed information
- Make appropriate referrals including referrals to counselling for children
- Offer child inclusive mediation at the discretion of the mediator and child consultant.

We can't –

- Enforce parenting plans, property agreements or attendance at appointments
- Make decisions for you or tell you what to do or give legal advice
- Facilitate handover of children
- Provide information regarding other people involved in the mediation
- Discuss your case with third parties without your written authority
- Include children in the mediation process except through formal referral to a child inclusive process
- Facilitate information sharing or offer advice between appointments
- Provide crisis information.
- Facilitate the signing of any agreement from mediation.

USEFUL WEBSITES:

Family Relationships Advice:

<http://www.familyrelationships.gov.au/>

www.relationships.org.au

Parenting:

www.parenting.sa.gov.au

www.raisingchildren.net.au

www.familylawsection.org.au

As *Centacare* does not have a child-minding facility, please do not bring children to your appointments unless specifically for Child Inclusive Mediation child interviews.

Family Dispute Resolution (Mediation) Service

Registered Practitioners

Ceri	Masters in Mediation and Conflict Resolution (UniSA); Bachelor of Psychology (UniSA); Diploma of Counselling & Group Work (Aust Inst Social Relations); Diploma of Community Services (Counselling) (Australian Institute of Social Relations). Registered Nurse.
Clare	Diploma of Teaching (SA College of Advanced Education); Bachelor of Education (UniSA); Diploma of Counselling (Aust Inst Prof Counselling); Cert IV Community Mediation (Med Educ & Training Svcs); Vocational Graduate Diploma in Family Dispute Resolution (Aust Inst Social Relations).
Ella	Vocational Graduate Diploma in Family Dispute Resolution (Australian Institute of Social Relations); Certificate IV Community Services (Information and Referral) (Australian Institute of Social Relations); Bachelor of Science in Agricultural Engineering (Azad University).
Rebecca	Bachelor of Psychological Science (UniSA); Diploma in Youth Work (Tabor College); Certificate V in Training and Assessment (TAFE SA); Vocational Graduate Diploma in Family Dispute Resolution (Australian Institute of Social Relations)
Andy	Masters in Mediation and Conflict Resolution (UniSA); Bachelor of Psychology (Canada); Certificate IV Training and Assessment (ACG)

Family Dispute Resolution (Mediation) Service

Agreement

The parties and..... agree as follows:

1. To fully disclose all personal and financial information relevant to family dispute resolution;
2. To fully disclose and provide copies of any Intervention Order or other Court Order relevant to either us or our children;
3. That anything said or any admission made in Family Dispute Resolution is generally* not admissible in Court or any other legal proceedings;
4. Not to make or receive mobile phone SMS messages or calls during the mediation session, except in an emergency and by consent of all participants and that I understand that electronic recording of any Intake or Mediation session is strictly prohibited.
5. To not subpoena or require the Family Dispute Resolution Practitioner(s) to give evidence or produce any notes, records or any other documents in any legal or administrative proceedings;
6. That a Statement of Information in relation to Family Dispute Resolution was received at least one day before the FDR session and the terms and conditions regarding FDR referred to in that Statement are agreed.
7. That information about Parenting Plans has been provided if the issues to be discussed relate to children.
8. That information about Property Agreements has been provided if the issues to be discussed relate to property.
9. That information about Section 60I Certificates has been provided.

.....
Sign Date

.....
Sign Date

.....
Mediator Date

* Confidentiality Agreement signed at intake

FDR – OUTCOME OPTIONS

At Centacare we pride ourselves on our professionalism and providing you with typed documentation is considered best practice. Depending on whether you are mediating parenting or property issues, the options that are available to you are as follows:

Parenting:

- You may be happy with just a basic **verbal agreement**, with no documentation.
- You may prefer to simply receive copies of **whiteboard notes** made during your session. There are no fees for whiteboard notes, however they will not be released unless all outstanding fees are paid.
- Anything more than immediate outcomes, but not a full agreement, can be typed up as a one-page **Session Outcome document**. This will be on letterhead. It will not contain your names. It will not be considered a formal agreement. There will be no fee, however an Outcome document will not be released unless all outstanding fees are paid.
- An **Interim Agreement** (for between sessions or for the duration of a trial period) can be typed up containing all names and details. This will be on letterhead and a fee may be charged. It will not be released unless all outstanding fees are paid. This will not be recognised as a Parenting Plan.
- A full **Parenting Plan**, of the agreements made for your child/ren formally typed up for you, containing all names and all details. This will be on letterhead and a fee may be charged. It will not be released unless all outstanding fees are paid. This Agreement should be sufficient for your lawyer to prepare Consent Minutes of Order to have your Agreement made legally binding.
 - If you choose not to have a Parenting Agreement made legally binding, it will still be recognised by the Court as a Parenting Plan if you have both signed and dated it.

Property:

Please bear in mind that the more prepared you are for your property mediation, the less joint sessions you will require. So a reminder to obtain legal advice, bring documentary evidence of assets and liabilities as explained in the Information Pack, consider your borrowing capacity if planning to buy the other party out of any real estate and consider a realistic proposal prior to the first appointment.

- Following some joint mediation sessions and if requested you will be provided with a typed **Outcomes document** which will contain some basic information from that session. This document will be emailed to you. You will be able to take this to your lawyer to obtain legal advice before returning to mediation.
- At the mediators discretion white board notes of the agreed list of assets and liabilities and/or proposals may be given to you to obtain legal advice between FDR sessions.
- Once full agreement has been reached, if you wish a detailed **Property Agreement**, typed on letterhead. A fee may be charged. It will not be released unless all outstanding fees are paid. This Agreement should be sufficient for your lawyer to prepare Consent Minutes of Order to have your Agreement made legally binding.

We strongly recommend that you have your Property Agreement made legally binding to protect you both from any future claims on your assets or for debts incurred after separation.

Schedule of Fees for Family Dispute Resolution Services

Fees for intake and assessment appointments are to be paid at the end of each session and can be paid via cash, cheque or EFTPOS

Fees for joint mediation sessions including CIP feedback sessions must be paid prior to commencement of the session. If two sessions are rescheduled, cancelled or not attended, then fees must be paid prior to booking a further session

Parenting

Client Income	Parenting Intake and Assessment 1 hour	Parenting Joint sessions 2 hours	Parenting Session Outcome Summary	Parenting Plan	In Principle Parenting Plan	Subsequent Copy
* \$0 - \$20,000	FREE	\$30	FREE	FREE	FREE	FREE
* \$20,001 - \$37,000	FREE	\$30	FREE	FREE	FREE	FREE
\$37,001 - \$50,000	FREE	\$100	FREE	\$50	\$30	\$10
\$50,001 - \$65,000	\$50	\$140	FREE	\$55	\$30	\$10
\$65,001 - \$80,000	\$80	\$150	FREE	\$60	\$30	\$15
\$80,001 - \$100,000	\$90	\$160	FREE	\$65	\$30	\$15
Over \$100,000	\$100	\$200	FREE	\$70	\$30	\$20

Child Inclusive Practice

Client Income	Assessment Session 1 hour	Child Consultation per child 1 hour	Feedback Session 2 hours
* \$0 - \$20,000	\$15	FREE	\$30
* \$20,001 - \$37,000	\$15	FREE	\$30
\$37,001 - \$50,000	\$40	FREE	\$100
\$50,001 - \$65,000	\$50	FREE	\$140
\$65,001 - \$80,000	\$55	FREE	\$150
\$80,001 - \$100,000	\$75	FREE	\$160
Over \$100,000	\$85	FREE	\$200

If you are experiencing difficulties in paying fees, please discuss this with your practitioner.

* Concession applicable in these income brackets: Centrelink Pensioner Concession Card & Health Benefits card. Commonwealth Seniors' Card. Receipt of Youth Allowance, Austudy, Abstudy benefit, holder of any other card issues by Centrelink or the Department of Veterans' Affairs that certifies entitlement to Commonwealth health concessions.

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Fees for joint mediation sessions including CIP feedback sessions must be paid prior to commencement of the session. If two sessions are rescheduled, cancelled or not attended, then fees must be paid prior to booking a further session

The following charges for each participant are based on gross (before tax) income.

Property

Client Income	Property Intake and Assessment 1 hour	Property Joint sessions 2 hours	Property Session Outcome 1 Page Summary	Property Agreement	Subsequent Copy
* \$0 - \$20,000	\$20	\$30	FREE	FREE	FREE
* \$20,001 - \$37,000	\$20	\$30	FREE	FREE	FREE
\$37,001 - \$50,000	\$55	\$100	FREE	\$60	\$10
\$50,001 - \$65,000	\$70	\$140	FREE	\$90	\$10
\$65,001 - \$80,000	\$80	\$160	FREE	\$115	\$15
\$80,001 - \$100,000	\$100	\$180	FREE	\$165	\$15
Over \$100,000	\$110	\$200	FREE	\$215	\$20

If you are experiencing difficulties in paying fees, please discuss this with your practitioner.

* Concession applicable in these income brackets: Centrelink Pensioner Concession Card & Health Benefits card. Commonwealth Seniors' Card. Receipt of Youth Allowance, Austudy, Abstudy benefit, holder of any other card issues by Centrelink or the Department of Veterans' Affairs that certifies entitlement to Commonwealth health concessions.

Family Dispute Resolution (Mediation) Service

Referrals for Legal and Other Advice

The Law Society of SA Level 10/178 North Terrace, Adelaide 5000 Legal Referral Service Telephone: 8229 0200 www.lssa.asn.au <i>Free online referral on website</i>	Women's Legal Service 151 Franklin Street, Adelaide 5000 Telephone: 8231 8929 Phone advice: 8221 5553 Country callers: 1800 816 349 www.wlssa.org.au admin@wlssa.org.au
Aboriginal Legal Rights Movement 321-325 King William Street, Adelaide 5000 Telephone: 8113 3777 Freecall: 1800 643 222 <i>Free legal advice for all Indigenous families</i>	Legal Services Commission 159 Gawler Place, Adelaide 5000 Telephone: 8111 5555 Legal help line: 1300 366 424 www.lsc.sa.gov.au
WestSide Community Lawyers 212 Port Road, Hindmarsh 5007 Telephone: 8340 9009 www.westsidelawyers.net TheParks@WestSideLawyers.net <i>First Interview is free</i>	Legal Services Commission Elizabeth (Elizabeth Centre) 8207 9292 Noarlunga (Colonnades) 8207 3877 Holden Hill (7/560 North East Road) 8369 1044 Port Adelaide (307 Vincent Street) 8207 6276
Southern Community Justice Legal Service 40 Beach Road, Christies Beach 5165 Telephone: 8384 5222	Central Community Legal Service 2/59 Main North Road, Medindie Gardens 5081 Telephone: 8342 1800
Northern Community Legal Service 26 John Street, Salisbury 5108 Telephone: 8281 6911	Riverland Community Legal Service 8 Wilson Street, Berri 5343 Telephone: 8582 2255
Family Court of Australia 3 Angas Street, Adelaide 5000 Telephone: 1300 352 000 www.familycourt.gov.au	Child Abuse Report Line: 131 478 Mensline: 1300 789 978 Child Support Agency: 131 272 Domestic Violence Helpline: 1800 800 098 Parenting Helpline: 1300 364 100 Lifeline: 131 114 Family Relationship Advice Line: 1800 050 321

Family Dispute Resolution (Mediation) Service

Helplines and Referral Services

Life Threatening Emergencies (SA) (24 hours)

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Police Assistance (SA) (24 hours)

131 444

Child Abuse Report Line (SA) (24 hours)

131 478

Mensline (National) (24 hours)

1300

789 978

Women's Information Service (Mon-Fri 9am to 5pm, 101 Grenfell St, Adelaide)

8303 0590

MENTAL HEALTH – CRISIS AND COUNSELLING SERVICES:

Crisis Care SA (Mon – Fri 4pm to 9am, 24hours weekend and public holidays)

13 16 11

Mental Health Crisis Service (SA) (24 hours)

13 14 65

Lifeline (National) (24 hours)

13 11 14

Life Suicide Help Line (National) (24 hours)

1300

651 251

Suicide Call Back Service (National) (24 hours)

1300

659 467



Eastern Mental Health Clinic (24hours, 172 Glynburn Rd, Tranmere)

7425 5555

Northern Mental Health Clinic (7 days 9am - 9pm - 7-9 Park Tce Salisbury)

7485 4300

Western Mental Health Clinic (57 Woodville Rd, Woodville)

7425 3800

DRUGS AND ALCOHOL SERVICES:

Alcohol & Drug Information Service(7 days 8.30am - 10pm, 161 Greenhill Road Parkside) 1300

131 340

Drug & Alcohol Services SA (DASSA) 291 Magill Road, Stepney

8130 7500

Aboriginal Drug & Alcohol Services (Mon – Fri 8.00 am to 4.00 pm)

0435

960 984

DOMESTIC AND FAMILY VIOLENCE SERVICES:

Domestic Violence & Aboriginal Family Violence Gateway (SA) (24hours)

1800

800 098

Domestic Violence Crisis Service (24 hours)

1300

782 200

National Sexual Assault, Domestic Family Violence service (24hours)

1800

737 732

Domestic Violence Helpline (24 hours)

1300

782 200

Migrant Women's Support Service Inc. (Mon - Fri 8.30am - 5.30pm)

8346 9417

GAMBLING SERVICES:

Gambling Helpline (24 hours) 1800
858 858

Relationships Australia (Counselling, Gambling, youth and More) 1300
364 277

FINANCIAL COUNSELLING:

Anglicare SA 1800
759 707

Uniting Communities (Mon-Fri 9am to 5pm, 10 Pitt Street, Adelaide)
8202 5180

USEFUL WEBSITES:

Family Relationships Advice - <http://www.familyrelationships.gov.au/>
- www.relationships.org.au

Parenting – www.parenting.sa.gov.au
- www.raisingchildren.net.au
- www.familylawsection.org.au

Family Dispute Resolution (Mediation) Service

What Will Happen Next

If you have not already requested one, a letter can be sent to the other party inviting them to book an intake appointment with your family dispute resolution practitioner. If there is no response from the other party to our letter, we will automatically send a second letter.

If you have not heard from us within 3-4 weeks of your appointment, please call us to see if we have had a response from the other party. You will either be told:

1. Yes – they have made an appointment (although we cannot give you the date/time).

Once the FDR practitioner has seen the other party, and you have both attended an information session regarding parenting (if you are discussing parenting issues) then you can book your FDR session if you both decide to proceed and if the FDR practitioner thinks it's appropriate to proceed.

Or

2. No – we have not had a response from the other party.

If we do not hear from the other party at all, or they have advised us they do not wish to make an appointment, when you call you can then request a S60I Certificate (for parenting issues) confirming you have attempted Family Dispute Resolution. Certificates are not issued for property matters and you should seek legal advice.

Please note: Direct communication with practitioners should only occur during sessions unless there is a significant change in your circumstances. Please leave a message with reception advising of the issue and the practitioner will be notified and may return your call at their discretion. As some practitioners only work part-time, they may be unable to return your call immediately.