



Family Dispute Resolution Information Booklet

Putting the Best Interests of the
Children First



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INTRODUCTION TO THE FAMILY RELATIONSHIP CENTRE

The Family Relationship Centre has a welcoming atmosphere with an open plan reception, and a library open to all members of the public with a range of books and DVDs about families, parenting, separation, safety and personal development. Located within the library area are telephones and computers for those wishing to access information about relationship and parenting issues.

WHAT IS FAMILY DISPUTE RESOLUTION?

Family Dispute Resolution (FDR) is a way for the parties involved, together with the assistance of a Family Dispute Resolution Practitioner (FDRP) to:

- A. Isolate the issues in dispute;
- B. Develop and consider options to resolve those issues; and
- C. Attempt to agree to options that are in the **best interests of the children.**

The Family Dispute Resolution process helps parties reach an agreement about the children and records this agreement in a Parenting Agreement or Parenting Plan.

WHAT ARE THE BENEFITS OF FDR?

There are many benefits of attending dispute resolution to negotiate arrangements for children, these include:

- The children's needs will be focused on through all stages of the process;
- Parties make their own decisions in relation to the children;
- Reduced financial and emotional costs;
- Promotes healthier communication;
- Clarification of the dispute by identifying and defining issues;
- Assists in developing the capacity to resolve future issues; and
- Written agreement in the form of a Mediated Agreement or Parenting Plan.



Principles of the Family Law Act

BEST INTERESTS OF THE CHILD

The over-arching consideration of the Family Law act is that a decision is made **'IN THE BEST INTERESTS OF THE CHILD'**.

How does the court work out what is in the best interest of a child? Section 60CC of the Family Law Act sets out the factors the Court must consider, which are:

- a) What arrangements would promote the safety (including safety from family violence, abuse, neglect, or other harm) of the children; and each person who has care of the child (whether or not a person has parental responsibility for the child)
- b) Any views expressed by the child
- c) The developmental, psychological, emotional, and cultural needs of the child
- d) The capacity of each person who has or is proposed to have parental responsibility for the child to provide for the child's developmental, psychological, emotional and cultural needs
- e) The benefit to the child of being able to have a relationship with the child's parents, and other people who are significant to the child, where it is safe to do so, and
- f) Anything else that is relevant to the particular circumstances of the child.

The principles underlying these objectives are that:
(except when it is or could be contrary to a child's best interest)

Children have the right to know and be cared for by both their parents, regardless of whether their parents are married, separated, have never married or have never lived together; and

Children have a right to spend time on a regular basis with, and communicate on a regular basis with, both their parents and other people significant to their care, welfare and development (such as grandparents and other relatives).

PARENTAL RESPONSIBILITY

Parental Responsibility refers to who makes decisions for the major long-term issues that affect the children such as:

- Health
- Education and schooling
- Religion and culture
- Any change of name
- Changes to the child's living arrangements that make it significantly more difficult for the child to spend time with each parent.



The current position in the law is that separated parents retain parental responsibility which can be exercised **jointly or separately**.

This means that as parents, unless there are Court Orders stating otherwise, and if it is safe for you to do so, **you will need to consult with each other and make an effort to come to joint decisions about long-term issues for the children**. The paramount consideration when making these decisions is the best interests of the Child.

Long-term issues include things like:

- Where a child goes to school
- Where a child goes to daycare
- What extra-curricular activities a child does
- What religion a child will follow
- What major medical treatment the child will undertake

Parental Responsibility does not impact on Time - there is **NO** **presumption** for a child to spend time under Family Law



However, when the child is spending time with you, you will not usually need to consult on decisions about day-to-day things like what the child eats or wears because these are not usually major long-term issues.

You may find it desirable to include a process in your Mediated Agreement or Parenting Plan about how you are going to consult with each other when you need to make decisions about long-term issues.

LIVING ARRANGEMENTS

The Court will consider the children spending equal time with the parents, or arrangements that give substantial or significant time with each parent, in accordance with the best interests of the Child.

You need to consider whether it is practical for your child to spend equal time with both parents in your particular circumstances.

The types of things you could think about include:

- How far apart you and the other parent live from each other.
- The ability of you and the other party to implement this type of arrangement (for example, what hours do you work and how close do you live to the child's school).
- How well you and the other party communicate with each other and are able to resolve any problems that come up with the arrangement.
- The impact the arrangement will have on your child.

If it is not appropriate for your child to spend equal time with both of you, you could consider an arrangement that allows the child to spend substantial and significant time with both parents, provided that this is reasonably practicable and in the best interests of the child.

This refers to a child spending time with both parents on a mix of weekends, holidays and regular days and nights. This means both parents are involved in the child's daily routine, as well as sharing in special events (like birthdays) and other events of significance (like weddings).



TIPS FOR FAMILY & GRANDPARENTS

AS A GRANDPARENT OR FAMILY MEMBER, WHAT CAN I DO?

Firstly, you should try and **talk to the parent/s** and discuss how the children could benefit from spending some time with you. If agreement can be reached and the parent/s consents, you may also request the parent/s document the agreement- this can either be included in a Parenting Plan between the parents or your own Parenting Agreement with the parent/s.

If negotiating directly with the parent/s does not work, you may also negotiate through **Family Dispute Resolution**, where any agreement you reach can be made into a Parenting Agreement or Parenting Plan.

If negotiation is not possible, you may be able to **apply to Court** - under section 69C of *the Family Law Act 1975*, the people who can apply to court for Orders about children include:

- The parents;
- A Grandparent of the child; or
- Any other person concerned with the care, welfare or development of the child (this may mean other family members or step-parents).

HOW TO COMMUNICATE

Separation could place parents in conflict, it is important to identify what things may inadvertently exacerbate the conflict. You can be a safe haven to the children by not taking sides and remaining focused on the children during post separation conflict.

You may be tempted to tell the parents how to parent, but tread lightly when giving advice. If you are a parent, you may remember that sometimes this can be unhelpful.

HOW TO ACT

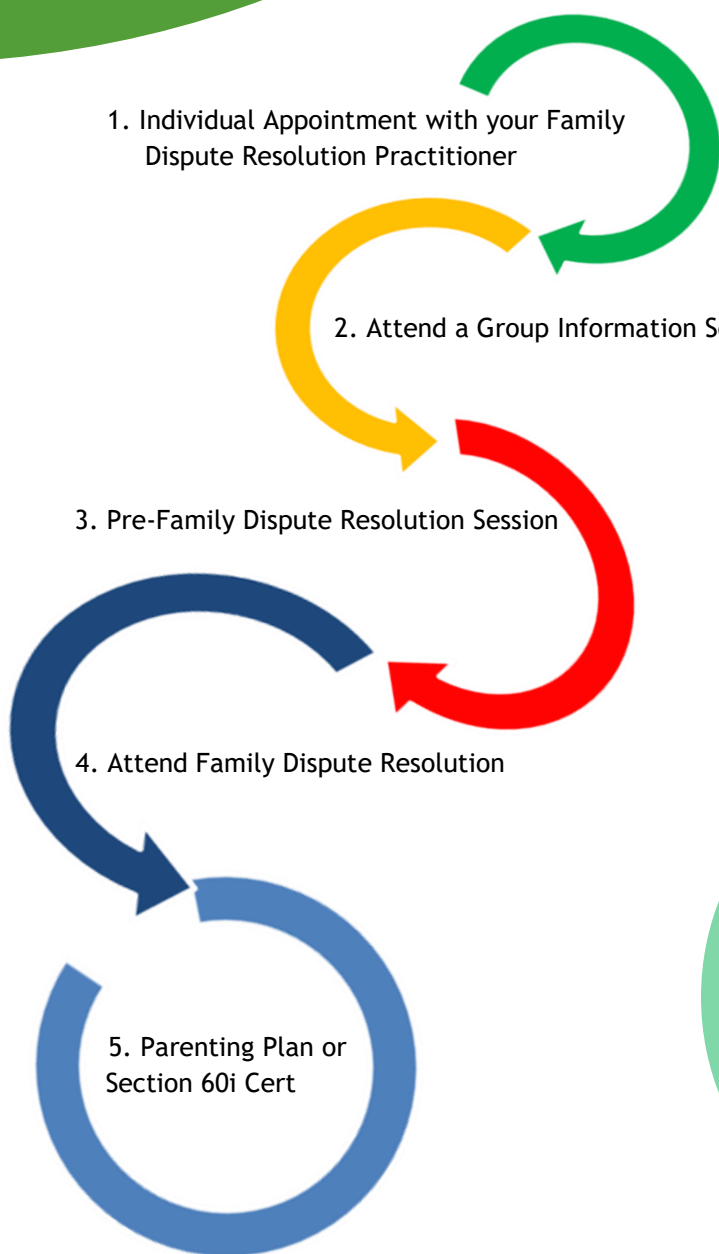
Children see themselves as part of Mum and part of Dad- when they hear criticism (even subtle) it could hurt the children. Be mindful that children can model your behaviour towards their Mum and/or Dad. You are able to be a strong, positive role model to the children by not speaking badly of Mum and Dad around them and by supporting them to engage in respectful language and behaviour.

HOW TO SUPPORT YOUR FAMILY

Grandparents and family can have a positive role in the parent and children's relationships. By showing interest and sharing the children's personal interest and hobbies, your support and love can build on the children's self esteem. Just knowing that you are thinking of them helps.

FAMILY DISPUTE RESOLUTION

THE PROCESS



Please arrange suitable childcare when attending your appointments

At any point during this process you can initiate Property Family Dispute Resolution to deal with your property settlement - contact us for more information

STEP 1 - INDIVIDUAL ASSESSMENT APPOINTMENT

This appointment is an opportunity for you to tell us what occurred in the past, what's happening now and what are your hopes for the future. This provides us with information to determine whether Family Dispute Resolution ("FDR") is appropriate for your situation. For more information on when FDR may not be suitable see page 17.

Things to bring to your individual appointment:

- Contact details for the other parties
- Domestic Violence Orders
- Court Orders
- Consent Orders
- Child Protection Orders
- Parole/Bail Conditions

STEP 2 - ATTEND AN INFORMATION SESSION

Each party will attend an information session (each party attends a different session). The purpose of these information sessions is to help parties:

- Have strong, healthy relationships with the children
- Understand the effects of separation on both parents and children
- Understand the effect of ongoing parental conflict on children
- Build strategies for improving communication between parties
- Understand what happens in the FDR session

If we do not deliver information sessions where you live, this information can be sent to you and discussed over the phone.

STEP 3 - INDIVIDUAL PRE- FAMILY DISPUTE RESOLUTION SESSION

Each party will have the opportunity to have an appointment with their Practitioner prior to

the FDR. The purpose of this session is to:

- Help parties to feel more prepared for FDR
- Develop topics for discussion in FDR
- Discuss options for future care arrangements
- Learn negotiation skills

STEP 4 - FDR SESSION

FDR is a structured, respectful conversation between parties guided by your practitioner. It is an opportunity to listen to each other's points of view and develop an Agreement together.

The FDR will run for a maximum of three hours. There will be breaks and opportunities to speak individually to the practitioner during the FDR.

The FDR may take place with parties in the same room, or in separate rooms (referred to as shuttle FDR) or via telephone. The Practitioner will be responsible for determining how the FDR will run.

Make sure you come prepared for the FDR - a list with your options, ideas and suggestions which are in the children's best interest is always handy to have.



STEP 5 - FOLLOW UP FDR, AGREEMENT OR S60I CERTIFICATE

After the FDR, if you and the other parties reach any agreements, the practitioner will write it up into a Mediated Agreement or Parenting Plan. For more information on drafted Agreements see page 18.

If no agreement is reached:

- You can arrange for another FDR to continue working through the options
- You can ask your practitioner to issue a s60I Certificate. For more

information on s60I Certificates, see page 16.

THE ROLE OF THE FAMILY DISPUTE RESOLUTION PRACTITIONER

REQUIREMENT TO ASSESS WHETHER IT IS APPROPRIATE FOR PERSONS TO ATTEND FDR SESSIONS

An Accredited Family Dispute Resolution Practitioner must determine whether it would or would not be appropriate to conduct an FDR session, or to continue those sessions, with the parties to a dispute.

In making the determination, the practitioner must consider whether the ability of one or more of the parties to negotiate freely is affected by any of the following:

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

THE ACCREDITED FAMILY DISPUTE RESOLUTION PRACTITIONER'S ROLE IS TO:

- Assess whether it is appropriate for persons to attend family dispute resolution in accordance with section 20 of the Family Law (Family Dispute Practitioners) Regulations 2025
- Remain impartial.
- Assist to identify issues and topics for discussion.
- Assess appropriateness for Family Dispute Resolution, including whether or not a support person or interpreter is required.
- Facilitate the process of the Family Dispute Resolution.

THE ACCREDITED FAMILY DISPUTE RESOLUTION PRACTITIONER WILL NOT:

- Give legal advice or make decisions for the Parties.
- Impose a solution or specific course of action.
- Act as an advocate or spokesperson for either Party during the Family Dispute Resolution process.

REGISTER FOR FAMILY DISPUTE RESOLUTION PRACTITIONERS

Accredited Family Dispute Resolution Practitioners are required to be registered with the Attorney General's Office and are authorised to issue certificates under s60I of the Family Law Act (Cth) 1975. In order to be registered, Family Dispute Resolution Practitioners require a relevant qualification.

PROPERTY AGREEMENTS

Family Relationship Centre is able to assist separated couples to reach agreements **about the division of their property pool**. Family Dispute Resolution Practitioners can also provide referrals for legal advice or financial advice in order for parties to formalise their property agreement through Consent Orders. It is



strongly recommended that parties seek legal advice before starting their property settlement discussion and negotiation through the Family Relationship Centre.

SAFETY AND WELLBEING

We take family violence seriously, and we are committed to your safety and ensuring that you feel safe through the Family Dispute Resolution process.

The *Family Law Act (1975)* has redefined Family Violence in subsection 4AB (1) to mean:

(1) For the purposes of this Act, family violence means violent, threatening or other behaviour by a person that coerces or controls a member of the person's family (the family member) or causes the family member to be fearful.

Some examples of behaviour which might constitute family violence is set out in s 4AB (2):

- a) An assault; or
- b) A sexual assault or other sexually abusive behaviour; or
- c) Stalking; or
- d) Repeated derogatory taunts; or
- e) Intentionally damaging or destroying property; or
- f) Intentionally causing death or injury to an animal; or
- g) Unreasonably denying the family member the financial autonomy, that he or she would otherwise have had; or
- h) Unreasonably withholding financial support needed to meet the reasonable living expenses of the family member, or his or her child, at a time when the family member is entirely or predominately dependent on the person for financial support; or
- i) Preventing the family member from making or keeping connections with his or her family, friends or culture; or
- j) Unlawfully depriving the family member, or any member of the family member's family, of his or her liberty.

If we become aware of any issues regarding domestic and family violence, we will put appropriate safety precautions into place including before, during and after the Family Dispute Resolution session.



PARTIES OBLIGATIONS

The Parties participating in Family Dispute Resolution are expected to act in a respectful and cooperative manner whilst in attendance.

Further, it is expected that all parties in the Family Dispute Resolution will act in a manner that promotes constructive discussion and resolution to issues in dispute.

Should the Family Dispute Resolution Practitioner believe that a party is unable or unwilling to do so, the dispute resolution process can be discontinued.

CONFIDENTIALITY

All information disclosed and all statements made at Family Dispute Resolution are confidential and cannot be disclosed to a third party, be recorded or used in any court proceeding, **except**:

- Where the parents and the Family Dispute Resolution Practitioner have consented in writing to disclosure or use.
- Where disclosure or use is required by law.
- Where an agreement was reached at Family Dispute Resolution and recorded in a document signed by the parents, the signed agreement or a copy of it may be used in evidence to prove the fact of it and the terms of the Parenting Plan.
- Where a parent denies that the parent entered into the Parenting Plan, in which case the signed agreement may be used as evidence.



The Family Dispute Resolution Practitioner must also comply with confidentiality and disclosure requirements as specified in the *Family Law Act 1975*. A Family Dispute Resolution Practitioner:

- Must disclose any communication if the Family Dispute Resolution Practitioner reasonably believes that it is necessary to comply with any law of the Commonwealth, State or Territory.
- May disclose if reasonably necessary for the purpose of:
 - Protecting a child from risk of harm.
 - To prevent or lessen a serious and imminent threat to the life or health of a person.
 - Reporting the commission or preventing the likely commission of an offence involving violence or threat of violence to a person.
 - Preventing or lessening a serious and imminent threat to the property of a person.
 - Reporting the commission, or preventing the likely commission, of an offence involving intentional damage to property of a person or threat to do so.
 - If a lawyer independently represents a child's interests under an Order under section 68L - assisting the lawyer to do so properly.
- May disclose a communication if consent to the disclosure is given by that person or if that person is under 18 if consent is given by the person who has parental responsibility or a court.
- May disclose for research where permitted by the Privacy Act 1988.
- May disclose where necessary to give a certificate of genuine effort.

CAN SOMETHING I SAY BE USED IN A COURT OF LAW?

Where a Family Dispute Resolution Practitioner does make disclosure of a communication as required by law, evidence of anything said or an admission made, **is not admissible in any Court** or in any proceeding before a person authorised by a law of the Commonwealth, State or Territory.

The **exception** to communication being inadmissible is where the admission indicates that a person under 18 is abused or is at risk of abuse and the Court require further evidence in order to substantiate the claim.

Ordinarily, the evidence to be used from a Family Dispute Resolution process would be a Mediated Agreement or Parenting Plan signed by all parties and/or a Certificate.

FEES

BEFORE FAMILY DISPUTE RESOLUTION

All work up until the Family Dispute Resolution is free - this includes the Initial Assessment of all parties, the Information Session, arranging the Family Dispute Resolution session and any Pre-FDR sessions with your practitioner.

FAMILY DISPUTE RESOLUTION

There is a sliding fee scale which applies to our services which determines if you have to pay a fee, and if so, how much. **A single Family Dispute Resolution session will not normally exceed three hours, however, if multiple sessions are held, the hours will accumulate and you will be charged based on the total hours.**

Gross Yearly Income	1 st Hour	2 nd Hour	3 rd Hour	4 th Hour + (Multiple Sessions)
0 - \$50 000	\$0	\$0	\$0	\$30 per hour
\$50,000 - \$65,000	\$0	\$30 per hour*	\$30 per hour*	\$40 per hour
\$65,000 - \$80,000	\$0	\$30 per hour*	\$30 per hour*	\$55 per hour
\$80,000 - \$95,000	\$0	\$30 per hour*	\$30 per hour*	\$75 per hour
\$95,000 and over	\$0	\$30 per hour*	\$30 per hour*	\$90 per hour

Charges will be for 30-minute allotments and are inclusive of GST

In short, this means that:

- **The first hour of joint Family Dispute Resolution is free of charge**
- For the second and third hour, you are **NOT** required to pay a fee **IF** you earn less than **\$50,000 gross** annual income, or you meet the below **other criteria***:
 - You are the holder of:
 - A health care card or a health benefit card
 - A commonwealth senior's health card
 - Any other card issued by Centrelink or the Department of Veterans' Affairs that certifies entitlement to Commonwealth Health concessions
 - You are an inmate of a prison or otherwise detained in a public institution
 - You under the age of 18 years
 - You are in receipt of a government or social security payment - Youth allowance, an Austudy payment or ABSTUDY benefits
 - We believe that payment would cause you financial hardship
- If you do not fall into the above categories, then you **WILL** be required to pay **\$30 per hour for the second and third hour**
- The **fourth hour** onwards (this is for multiple sessions as we do not exceed three hours in one FDR session) will be charged per hour, depending on your income (as set out in the table above)



- If the dispute includes more than 2 parties each of the additional parties to the mediation may also be charged a fee.

INTERPRETERS

Where interpreters are needed for a Family Dispute Resolution:

- Up to **four (4) hours** will be provided free of charge in recognition that more time will be required in these circumstances
- For the fifth and sixth hour, you are **NOT** required to pay a fee **IF** you earn less than **\$50,000 gross** annual income, or you meet the below **other criteria***:
 - You are the holder of:
 - A health care card or a health benefit card
 - A commonwealth senior's health card
 - Any other card issued by Centrelink or the Department of Veterans' Affairs that certifies entitlement to Commonwealth Health concessions
 - You are an inmate of a prison or otherwise detained in a public institution
 - You under the age of 18 years
 - You are in receipt of a government or social security payment
Youth allowance, an Austudy payment or ABSTUDY benefits
 - We believe that payment would cause you financial hardship
- If you do not fall into the above categories, then you **WILL** be charged per hour for the **fifth and sixth hour**, depending on your income (as set out in the table).



RE-OPENED MATTERS OR REVIEW OF YOUR MEDIATED AGREEMENT/PARENTING PLAN

Participants in the **same Family Dispute** can have one free hour of Dispute Resolution for a **total of up to three (3) times within any two-year period**, regardless of whether the dispute is related to parenting or property.

Fees will therefore apply for **each hour** after the first hour (based on the 4 hour+ scale).

No one is refused service if unable to pay. Ability to pay can be talked about with your Family Dispute Resolution Practitioner

CAN I HAVE A SUPPORT PERSON ATTEND WITH ME?

At FDR, each party can request a support person to assist and/or support them, however it is important to note that the support person:

- Cannot be a legal representative of the party.
- Cannot speak for or act on behalf of the participating party.
- Must be identified at the preliminary interview.

The Practitioner will be responsible for determining the appropriateness on whether a support person can attend any part of the FDR.

WHAT IF I REQUIRE AN INTERPRETER?

The Family Relationship Centre can provide an interpreter for any person that is unable to communicate effectively in English. Any interpreter has the responsibility of maintaining guidelines as set down by the Centre in order to ensure that the dispute resolution process is as fair, equitable and constructive as possible for all parties.



CAN I SPEAK TO THE FAMILY DISPUTE RESOLUTION PRACTITIONER PRIVATELY DURING FDR?

Individual meetings can occur at any time during the FDR and can be requested by a party or the Family Dispute Resolution Practitioner. Individual meetings are used for a number of reasons including:

- Allowing the parties a break
- Allowing an opportunity for parties to give confidential information to the Family Dispute Resolution Practitioner or review information raised by the other party
- Providing private time for the parties to receive advice, rehearse negotiation and review how particular proposals may impact on their everyday life

WHAT DO I DO IF FDR DOESN'T HAPPEN OR WE DON'T REACH ANY AGREEMENTS?

You may decide to continue to try and negotiate with the other party directly about the issues.

You may request a Certificate in order to file an Application to the Court.

You may seek legal advice on the best way forward.

COMPLIMENTS AND COMPLAINTS

The Family Relationship Centre welcomes you to discuss any concerns with us in the first instance and all feedback is managed in a positive, respectful and timely manner. You can contact us by advising a member of Staff that you wish to discuss your thoughts or concerns.

The Family Relationship Centre complaints process is outlined on our Rights and Responsibilities Form.

Centacare North Queensland is an Approved Complaints Body in accordance with Division 6 of the Family Law (Family Dispute Resolution Practitioners) Regulations 2025 (the Regulations) and provides a complaints mechanism for persons undertaking Family Dispute Resolution with our practitioners.

Complaints can be made to frc@centacarenq.org.au or by telephone on 1300 672 273.

Complaints may also be made to the Attorney General's Department (AGD).

AGD contact details

Telephone: 02 6141 6666
Email: flscomplaints@ag.gov.au
Mail: Family Law Services Section
Attorney-General's Department
Robert Garran Offices
3-5 National Circuit
Barton ACT 2600

REFUSAL OF SERVICE

Family Relationship Centre's may refuse to provide services to a client where there are safety concerns, its services are clearly inappropriate to the client, or the client has already received appropriate services at the same or another Family Relationship Centre. The centre may also decline to provide further assistance if it believes that such assistance is unlikely to be successful in resolving the dispute (as per the Operational Framework for Family Relationship Centres, revised July 2025).

OTHER USEFUL INFORMATION

Any changes to the care arrangements for children can have an impact on child support, income support and family assistance payments. This can be a complex area. If you need further information and advice please call:



- Child Support Agency on 131 272
- Centrelink - Family Assistance Office on 13 61 50
- Legal Aid on 1300 651 188
- DVNQ on 4721 2888
- Townsville Community Law on 4721 5511
- North Queensland Women's Legal Service on 4772 5400
- First Nations Women's Legal Service NQ Inc on 4721 6007



CERTIFICATES

The Court will only let you make an Application to Court for an Order concerning a child if the person applying files a certificate from a registered Family Dispute Resolution Practitioner.

This means that you must attempt Family Dispute Resolution before going to court for children, unless your matter falls within exceptions such as:

- a) The Court has reasonable grounds to believe that:
 - Family violence or child abuse has occurred; or
 - There is a risk that family violence or child abuse may occur if there were to be a delay in applying for the Order.
- b) A person has failed to follow an Order made in the last 12 months.
- c) The matter is urgent e.g. cases of child abduction.
- d) You are responding to an application for an Order made by another person.
- e) Parents involved in the dispute are unable to participate effectively e.g. disability.

The *Family Law Act* specifies five types of certificates (called Section 60I Certificates) which the Family Dispute Resolution Practitioner may issue you, which are:

1. The person **did not attend FDR** due to the **refusal or failure** of the other person or people to attend.
2. The person **did not attend FDR** because the practitioner **did not consider it would be appropriate** to conduct FDR.
3. The **people attended FDR**, conducted by the practitioner, and all people **made a genuine effort** to resolve the issue or issues in dispute.
4. The **people attended FDR**, conducted by the practitioner, but one or more of them **did not make a genuine effort** to resolve the issue or issues in dispute.
5. The **people began FDR**, but part-way through, the practitioner decided it was **not appropriate to continue**.

Section 60I certificates allow people to file an Application in Court. This is the **sole purpose** of these certificates. They **cannot** be used as evidence.

FDR practitioners cannot amend the working of a certificate or record comments on the certificate, other than a short summary of the matters in dispute. FDR practitioners are not required to provide the Court with any additional information (including reasons) about why they have issued a particular certificate.

WHEN WOULD FAMILY DISPUTE RESOLUTION NOT BE APPROPRIATE?

The Family Dispute Resolution Practitioner must consider each Party's ability to negotiate freely taking into account the following:

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

The *Family Law Act 1975* provides exemptions for some cases where it would be inappropriate for dispute resolution to occur prior to Court proceedings, for example where child abuse or domestic violence has occurred, and provides Family Dispute Resolution Practitioners with guidelines on what to consider, such as:

- Prioritising the safety of children in parenting matters by giving greater weight to the protection from harm when determining what is in "child's best interest".
- Changing the definition of 'family violence' and 'abuse' to reflect a contemporary understanding of what family violence and abuse is by clearly setting out what behaviour is unacceptable, including physical and emotional abuse and the exposure of children to family violence.

For more information on definitions of family violence and child abuse please refer to the *Family Law Act section 4AB* or see page 10.

WHAT IF YOU DO NOT ATTEND OR MAKE A GENUINE EFFORT IN THE FDR?

The consequences under the Act may be that:

- A Court may take this into account when determining whether to make an Order referring parties back to dispute resolution; and/or
- Awarding of Court costs against the Party who fails to attend and/or make a genuine effort.

We recommend any party who is not clear regarding these obligations or are not sure whether compulsory Family Dispute Resolution applies to them **should seek legal advice**.





Mediated Agreements & Parenting Plans

WHAT IS A MEDIATED AGREEMENT OR PARENTING PLAN?

If parties reach an agreement in Family Dispute Resolution, this agreement will be documented by the Family Dispute Resolution Practitioner.

If the agreement involves only one parent and a grandparent or family member, then the agreement can be documented in a Mediated Agreement.

If the agreement involves both parents and a grandparent or family member, then the agreement can be documented in a Parenting Plan between the parents and include provisions about the grandparents or family members.

Parties may agree to a **Parenting Plan** which will last until the children are 18, or to an **interim Parenting Plan** which will be reviewed (e.g. within 12 months or when the child enters school).

All decisions made in a Parenting Plan should be ‘**in the best interests of the child**’ - see page 3 for what a court considers when deciding what is in a child’s best interest. A Parenting Plan must be signed and dated by both parents to be used as evidence in court, however it can be followed by parents even if it is not signed and dated.

Any agreement reached will be a voluntary written agreement made between the parties that sets out agreed arrangements for the child/ren and:

- Is not legally binding and is different from a Court Order which is made by the Court.
- Can be made into Consent Orders if all parties agree. Consent Orders are legally binding and have the same effect as a Court Order made by the Court.
- May be used as evidence in Court.
- Can override and change a Court Order.
- Will be considered by the Court, which will take into account the terms and the extent to which all parties have complied with their obligations as set out in the Mediated Agreement or Parenting Plan.

WHAT CAN BE INCLUDED IN A PARENTING PLAN/MEDIATED AGREEMENT?

Your plan will be unique to your circumstances. It should be practical, simple and as concrete as possible. The best interest of the child/ren is the most important factor for you to consider when making an agreement, and you can include agreements such as:

- Who the child/ren lives with and spends time with
- Who, how and when the parties will make major long-term decisions for the child/ren (this is called Parental Responsibility)
- What communication the child/ren will have with all people who are significant to them.
- How parties will resolve future disputes.
- How parties will address the everyday needs of the child/ren.
- The method for making changes to the Parenting Plan/Agreement if needed.
- How parties will share financial arrangements for the child/ren.
- Safety and Wellbeing of the child/ren.
- Any other child-related issues.

CAN I INCLUDE OTHER THINGS IN MY PARENTING PLAN/AGREEMENT?

To be a Parenting Plan under the Family Law Act, your agreement must deal with an aspect of the care, welfare and development of a child

To help you decide what to include in your plan/agreement, we have included a sample Parenting Plan (starting at page 21) which includes information you should consider when making a Parenting Plan/Agreement and ideas of things you might wish to discuss with the other parties.

CHANGES TO PARENTING PLANS/MEDIATED AGREEMENTS

A Parenting Plan/Agreement may need to be changed as your child/ren grow and your family changes. This could mean that you may need to change your Parenting Plan/Agreement to include:

- Changes that you have talked about but may not have put down in writing.
- Changes to your child/ren's developmental needs - as your child/ren grow older you may need to consider things that are not already in the Parenting Plan/Agreement.

A Parenting Plan/Agreement can be reviewed at any time provided that all parties agree to the changes and that changes are in the **best interest of the child/ren**. The changes should be signed and dated by all parties.

If all parties are unable to agree to the changes, they may return to the service to consider reviewing the Parenting Plan/Agreement in a further Family Dispute Resolution session. All parties would need to agree to re-engage with the Family Relationship Centre and, if deemed appropriate by the Family Dispute Resolution Practitioner, attend a further session.



PARENTING PLANS/AGREEMENTS AND THE LAW

A Parenting Plan/Mediated Agreement can take any form, but to be a Parenting Plan/Agreement under the *Family Law Act* it must be in writing and signed by both parents of the child. It must be made free from any threat, duress or coercion.

A Parenting Plan/Mediated Agreement is not legally enforceable and is different from a parenting Order, which is made by a court.

Parties who make a Parenting Plan/Agreement can ask the court to make a parenting Order in the terms of that plan - this is known as a 'Consent Order,' as it is made with the consent of both parents. The court will only make a Consent Order if it is in the **best interests of the child** to whom the proposed Order relates. Once made, Consent Orders are legally binding - they have the same effect as any other Order made by a court.

If you would like to turn your Parenting Plan/Mediated Agreement into a Consent Order, you could do this by:

- Contacting a solicitor to assist with turning the agreement into Consent Orders; or
- Doing it yourself using the Do-it-yourself kit, which you can find on the Family Court's website.

If parties decide to take parenting matters through a Family Law process at some later date, the court must consider the terms of the most recent Parenting Plan/Mediated Agreement when making parenting Orders in relation to the child, if it is in the **best interests of the child** to do so. The court will also consider the extent to which the parties have complied with their obligations in relation to the child, which may include those set out in a Parenting Plan/Mediated Agreement.

If there is a Court Order made **on or after** 1 July 2006 setting out parenting arrangements, the parties can agree to change those arrangements through agreement in a Parenting Plan/Mediated Agreement, which will override the Orders. This makes it easier for parties to agree on changes without going back to court.

DIFFICULTIES COMPLYING WITH A PARENTING PLAN/AGREEMENT

The Parenting Orders Program run by other services such as Relationships Australia may assist parties who have difficulty in complying with the Parenting Plan/Mediated Agreement.

For more information call Relationships Australia on 1300 364 277.





SAMPLE PARENTING PLAN/MEDIATED AGREEMENT AND TIPS

Below are some examples of topics you should think about for your Parenting Plans/Mediated Agreements and some examples of how you could word agreements.

LIVING ARRANGEMENTS

Some Things to Consider...

- Who will your child/ren live with?
- What time will your child/ren spend with each parent?
 - Will your child/ren spend equal time with each parent?
 - If your child/ren is/are not going to spend equal time with each parent, will they be spending substantial and significant time with the parent that they do not live with?
- What arrangements are practicable and best for your child/ren?
- What arrangements need to be made for picking up/dropping off the child/ren?
- If neither parent is able to look after the child/ren, who will be the alternative carers?
- Who else will your child/ren spend time with (for example, grandparents, aunts and uncles)?
- What arrangements need to be made for special days, such as Christmas and birthdays?
- What arrangements need to be made for school holidays?

Example

We agree:

- ✍ *Our children will live with us on a week about basis and we will changeover after school on Fridays*
- ✍ *Our children will live with parent A and spend two days with the other parent. We agree to review the living arrangements for our children when they commence Kindy.*
- ✍ *If our new partners are picking up the children we will ring the other parent first to let them know*
- ✍ *Our children will spend the last weekend of every month with their paternal grandparents.*
- ✍ *The children will spend Christmas with Parent A in even years, and with Parent B in odd years*



PARENTAL RESPONSIBILITY

Some Things to Consider...

- How will you share parental responsibility for your child/ren (for example, long term education or health decisions)?
- What methods will you use to come to joint decisions in exercising that responsibility?

Health

- How will you share medical records or other important health information about your child/ren?
- If the child/ren are unwell, is there a family doctor the child/ren can be taken to?
- Will one parent take primary responsibility for maintaining the child/ren's health? If so, how will they keep the other parent informed?
- How will your child/ren's health costs be met?
- What are your emergency procedures for accidents involving your child/ren?
- What will each parent do if they notice a possible health problem while the child/ren is/are with them?

Education

- What school will your child/ren attend?
- How will school expenses (e.g. fees, textbooks, excursions etc.) be met?
- How will you share and/or access information about your child/ren's achievements, school records, homework and feedback from teachers?
- Will both parents attend parent-teacher nights and award nights, or take it in turns?



Example

We agree:

- Our children will attend Currajong State School for primary school.*
- We will send each other our proposal for the children's high school the start of the year before, and we will arrange to sit down and discuss it during the year*
- Our children will attend church every second Sunday with their extended family*
- We will discuss any major health issues before any decision is made*

- Will your child/ren attend before or after school care and/or school holiday care? How will this cost be met?

Culture, Religion, and language

- What language(s) will your child/ren speak?
- In what religion(s) will your child/ren be brought up and will they attend religious services?
- Are there cultural groups that your child/ren will be involved in?

COMMUNICATION







Some Things to Consider...

- How will your child/ren communicate with one parent while they are spending time with the other?
- How will your child/ren communicate with other important people, including extended family (for example, by letter, telephone, video chat or email)?
- What arrangements need to be made for communication on special days, such as Christmas and birthdays?
- What arrangements need to be made for school holidays?
- How will we talk with the child/ren about the other parent?
- What will we do about emergencies?
- How will we introduce new partners to our child/ren's lives?



Example

We agree:

-  We will communicate with each other and not pass messages to each other through our children
-  We will send each other emails or text messages about our children
-  We will do our best to prevent our children witnessing conflict between us or hearing disagreements
-  We will not make negative comments about the other parent in front of the children
-  We will encourage our children to ring/Facetime the other parent once a day when they are apart
-  We will speak respectfully to each other at all times in all communication

ROUTINE AND SOCIAL NETWORKS

Some Things to Consider...

- What clothes and belongings will be moved between your house and the other parent's house?
- Will you need to help your child/ren move between your home and the other parent's home?
- What are the travel arrangements for your child/ren when they are moving between your home and that of the other parent?
- How will housekeeping matters, such as washing your child/ren's clothes be handled?
- What activities will your child/ren be involved in, both in and out of school?
- Who will transport your child/ren to and from these activities?



Example

We agree:

- Our children will attend swimming twice a week. The parent who has care of the children at that time will be responsible for picking the children up and dropping the children off.*
- Our children's grandparents will take the children to soccer and will supervise and return them after the game.*
- Each parent will have sets of school clothes for the children at their house.*

- How will the cost of these activities be met?
- If relevant, are there any special arrangements that need to be made regarding your child/ren's involvement with either parent's new partner or their families?

FINANCES

Some Things to Consider...

- Who is responsible for the financial support of the child/ren?
- How will you share day to day costs?
- How will unexpected expenses be met?
- What will you do if your financial positions change?
- Do you need to contact Centrelink or the Child Support Agency to see how your care arrangements impact on child support or Centrelink payments?
- Do you need to contact Centrelink or the Child Support Agency for advice and information on your options in relation to child support?
- Will the child/ren receive pocket money? Who will provide this to the child/ren?

Example

We agree:

- We will each pay for 50% of any costs related to school fees and educational expenses such as school camps and excursions.*
- We will negotiate unforeseen expenses as they arise*
- We will review our financial arrangements at the end of every calendar year*
- Over and above the CSA payment the parent agrees to pay for...*

SAFETY AND WELLBEING

Some Things to Consider...

- How can I be the parent I want to be and give up entrenched high-level conflict with the other parent, so that our child/ren are no longer harmed by such conflict?
- How will we acknowledge that we are no longer partners, but we will always be dad and mum to our child/ren?
- How will we acknowledge the United Nations International Convention on the Rights of the Child which are:
 - To know mum and dad love and care for them
 - To know that mum and dad protect them from being hurt
 - To not to be involved in conflict - to have mum and dad stop fighting.



- How will we acknowledge that child/ren feel safe when they know their mum and dad can calmly discuss the best way to look after them?

Example

We agree:

- ✍ *That in order for our children to thrive, parents, children and all family members need to be safe.*
- ✍ *We will protect our children from any future harm by ensuring our children will not witness any conflict between mum and dad.*
- ✍ *We agree we will be of good behaviour at all times when our children are changing over from one parent to the other parent.*
- ✍ *We both agree and make a commitment that our children will not be exposed to abuse, neglect or family violence*
- ✍ *We commit to protecting our children from any hostile behaviour, including yelling, put-downs, mocking remarks, and harsh criticism of either parent.*

RESOLVING FUTURE DISPUTES AND CHANGING THE PLAN/AGREEMENT

Some Things to Consider...

- How will you resolve any disputes about your parenting arrangements?
- How will you change your plan/agreement to reflect the changing needs or circumstances of the child/ren or those involved in the plan/agreement?
- Will you have an agreed period of notice for changing arrangements?
- Will you review your plan/agreement at specified intervals?



Example

We agree:

- ✍ *We agree to review this agreement when the child is 6 years old.*
- ✍ *We will attend Family Dispute Resolution on an annual basis to review our agreement. Should any life circumstances change significantly we agree to participate in Family Dispute Resolution as soon as possible.*
- ✍ *Two months' notice will apply to any change that is made to the Parenting Plan/Agreement unless otherwise agreed by both parents.*
- ✍ *In the event of a future dispute, both parents agree to attempt to resolve the matter in a respectful manner. Past issues will not be brought up during these communications.*
- ✍ *If both parents are unable to resolve the dispute, they will resolve the matter by attending Family Dispute Resolution.*



FAMILY
RELATIONSHIP CENTRE
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An Australian Government Initiative

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