



ICDRS Agreement to Mediate: Pro-Bono Neighbour Mediation Service

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ICDRAS Agreement to Mediate



About ICDRS

The Interact Community Dispute Resolution Service (ICDRS) is a rapid-response mediation and support program for individuals experiencing disputes within their neighbourhood regarding trees, fences and noise or similar issues.

We also provide a means-tested community mediation service for other types of disputes and have a Family Dispute Resolution Service (Family Law Mediation) called Interact Online www.interact.support

Our mediators are accredited under the **Australian Mediator and Dispute Resolution Accreditation Standards (AMDRAS)**. Mediation can be conducted online, by phone, or in person, depending on availability and location.

What is Mediation?

Mediation is a **voluntary** and **confidential** process in which trained and accredited mediators help individuals in conflict to communicate, understand each other's perspectives, and work toward a mutually acceptable agreement. Mediators do not make decisions or give advice—they guide a safe and structure process for those involved to make their own decisions.

What does the Mediator do?

An AMDRAS-accredited mediator:

- Maintains confidentiality unless permitted or obliged to share information.
- Acts impartially and without bias. Mediators do not take sides.
- Manages the process to ensure safety and fairness but does not provide legal or other advice
- May end the mediation if it becomes inappropriate to continue
- Helps the participants to make informed, realistic, and future-focused decisions
- Provides referrals if needed



Neutrality and Conflict of Interest

Mediators are independent, neutral and do not benefit from any particular outcome. If a mediator knows a participant personally or professionally, they must disclose this. If any party feels that may affect the mediators ability to facilitate a fair process they will not proceed and a different mediator will be assigned.

If everyone agrees that the prior contact will not affect the mediator's ability to assist you, a Potential **Conflict of Interest Declaration** will be completed before any more services are provided.

Confidentiality and Privacy

Mediation is a confidential process.

The mediator agrees to:

- Not share information from mediation outside of our organisation without the consent of the participants:
 - unless they have a duty of care to keep someone safe or comply with legal obligations
 - Permission is provided by the person or people who shared the information
- To share your information in a secure case management system to protect your privacy

You agree to:

- Keep the process and information confidential unless you both agree to share information such as agreements reached:
 - You may speak with personal or professional advisors but tell them that the information is confidential

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Support People

You may bring a support person to mediation to provide emotional or communication assistance. The role of support people is to assist you not to speak for you.

Support people must:

- Be approved by the mediator
- Agree to keep the process confidential
- Read and agree to the Role of Support people information provided
- Understand that if they are disruptive to the mediation process they may be asked to leave

The Mediation Process

Pre-Intake

One of our team will contact you to find out more about your situation and whether you are eligible for the Pro Bono Mediation Panel.

- If you are not eligible, they will discuss your financial situation and fees.
- If mediation does not appear appropriate, they will discuss other resources or referrals with you.

Pre-Mediation (Intake)

Intake is an individual discussion with each person involved in the dispute with the mediator or mediators. This is usually via online meeting or by phone). The purpose of intake is to:

- Fully assess suitability for mediation including risk screening
- Explain the mediation process and answer any questions you have
- Help you to prepare for mediation by clarifying:
 - What are the issues?
 - Why are they an issue?
 - What is the impact on you?
 - What outcomes could resolve the issue?

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Mediation Session or Sessions

Mediation is a structured process that fosters understanding, generates options, and facilitates the negotiation of mutually acceptable agreements. These are the steps that your mediator will follow.

1. **Mediator's Opening** – Introduction, explanations and ground rules
2. **Parties' Opening** – You will each have a term to say what the issues are that you would like to resolve in the mediation session
3. **Agenda Setting** – The mediator will draw up an agenda based on the issues you've raised
4. **Exploration and Option Generation** – You will usually be able to speak directly with each other with the support of the mediator to understand each other's perspective and begin to raise options for resolution
5. **Private Sessions** – The mediator may have a private check in with each of you to help you reflect on progress. You can also ask for a break at any time if you need a few minutes to reflect or discuss with your support person.
6. **Negotiation** – this is a process of considering your options. Will they solve the problem? Are they realistic and workable solutions? Are you both committed to doing what is proposed?
7. **Agreement** – The mediator can write down what you have agreed for future reference and to confirm your commitment.
8. **Close / Next Steps** – This brings the session to an end with discussion of any next steps or the need for another mediation session or check in.

Note: Mediation is a voluntary process. Participants or the mediator can end the process at any time if you feel that mediation is not being productive.

Inadmissibility and Agreements

- Mediation discussions are confidential and generally not able to be used as evidence in court (admissible).
- Proposals are only agreements if all participants agree.
- Signed agreements may be considered contracts, depending on what is agreed, but are not automatically enforceable. Seek legal advice if needed.

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Standards and Complaints

All mediators are accredited under AMDRAS Standards for Mediators and have an independent complaint handling service. In the first instance if you have any concerns or complaints, contact Interact Support.

 1300 079 345

 office@interact.support

Further complaints can be escalated to an independent body if needed. The standards for Mediators are available on this website <https://www.amdras.au/>

Feedback and Consent

Your feedback helps us improve. We may use your feedback for training or marketing purposes (without disclosing your identity unless you provide explicit permission).

[Feedback Form](#)

Fees

This information is regarding our Pro Bono Panel, which is a free service staffed by a panel of volunteer mediators. ICDRS is a social enterprise. We offer workplace and other forms of mediation that are paid services. If you can afford to contribute, we appreciate your support.

Service	Standard Rate	Donation	Pro-Bono
Pre-Intake	No Fee	-	No Fee
Pre-Mediation Stage (per person)	\$250	Optional	\$0
Mediation (per hour)	\$250 / \$125 per person	Optional	\$0

If you are not eligible for a pro-bono Neighbour Dispute Resolution service and are seeking a discounted rate, please provide evidence of income (e.g., healthcare or pension card).

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Mediation Ground Rules

Mediation is a safe and respectful process guided by ground rules:

- **Respectful Communication:** No swearing, shouting, or aggressive behaviour
- **Active Listening:** Listen to understand, not to argue. Take notes if needed.
- **Focus on Resolving Issues:** Blame and personal attacks have no place in the mediation process.

Sign the Agreement to Mediate

Please sign below to confirm you agree with the terms of this mediation service.

Party 1 (1st person to contact us)

Name _____

Date _____ Signature _____

Party 2 (2nd person to contact us)

Name _____

Date _____ Signature _____

Mediator 1

Name _____

Date _____ Signature _____

Mediator 2 (if applicable)

Name _____

Date _____ Signature _____

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Additional Signatures (if needed)

Name _____

Date _____ Signature _____

Role:

Please sign this agreement to confirm your understanding of your role in the process and commitment to maintaining the expectations regarding confidentiality.

Please return the signed agreement to your mediator or icdrs@interact.support