

MARION HILL LAW OFFICE
AND MEDIATION SERVICES

We agree that:

1. We will participate in mediation to help us resolve our legal dispute(s);
2. The Mediator is Marion Hill, in her professional capacity as neutral solicitor and qualified Family Law Mediator ;
3. The Mediator is an independent neutral third party who is trained to assist parties to reach agreements concerning outstanding disputes between them. Any reference to legal obligations between the parties shall only be for the purposes of providing the parties with objective/impartial information to assist the parties in making fully informed decisions;
4. We have been advised by the Mediator that we have the right to obtain independent legal advice throughout the mediation process, and it is requested that the parties seek independent legal advice to review and ratify the agreement. We understand that failure to obtain independent legal advice prior to signing an agreement may result in our not making fully informed decisions prejudicial to our interests and may also result in a Court challenges to the agreement;
5. The Mediator will meet with us together, may also meet with us individually if she deems it appropriate, and may include in our sessions any individuals if she deems it appropriate, and may include in our sessions any individuals whom we advise her to include.
6. We shall make complete, full and honest disclosure to the Mediator, and each other, of all relevant information and documents reasonably required by the Mediator, and each other. We understand that any agreement entered into may not be valid, or enforceable, and could be set aside if we do not make full and frank disclosure;
7. Mediation is not an information gathering exercise in anticipation of a court proceeding. Subject to paragraph 4, the contents of our discussions throughout the mediation are confidential. All communications between us and the Mediator are made on a without prejudice basis, in the pursuit of a settlement and shall not be admissible in court proceedings. All communications between us and the mediator are privileged. Neither of us will call the mediator to give evidence in any legal proceeding. It is understood that the Mediator is also a Barrister & Solicitor, therefore our communications with Marion Millett during the mediation process are subject to solicitor/client privilege;
8. We understand that although we agree that the contents of the mediation are confidential, the Mediator will make any disclosure which are required by law;

9. The Mediator will prepare all legal documentation setting out the agreements we reach which will be provided to for review during the process and final draft agreements at the end of the process, including any other legal documentation required such as but not limited to draft Quit Claim Deeds to property etc. The legal documents provided should be reviewed with your independent legal counsel for advice and ratification;
10. Neither of us, nor anyone acting on behalf of either of us, will take any fresh steps in the legal proceedings between us on those issues being mediated;
11. The Mediation can be ended by our agreeing together to end it, by one of us withdrawing in writing, the Mediator terminating the mediation sessions until such time as we have attained independent legal advice or by the Mediator declaring the mediation at an end and advising us of the reasons;
12. The parties shall be subject to the standard legal Retainer Agreement and be subject to the terms and conditions as set out therein.