



PeaceWiseHelp Mediation Agreement

Date:

Parties:

Mediator(s):

PeaceWise: PeaceWise Limited ABN 50 125 667 067

We, the parties listed above are presently involved in a conflict which is briefly summarised below (Dispute).

We agree to participate in a PeaceWiseHelp mediation and come to it with:

- a commitment to participate actively in the process with a desire to find resolution to all the issues in dispute (both substantive and relational);
- an intention to develop and consider options discussed and suggested;
- a willingness to negotiate;
- an understanding that each person has the right to speak for themselves and to be treated with respect during any meetings and/or communication that form part of the PeaceWiseHelp mediation process.

We agree to the following matters:

Rules of Procedure for PeaceWiseHelp Mediation to apply

We have received and read the Rules of Procedure for PeaceWiseHelp Mediation attached to this agreement, which we agree to follow.

In particular, subject to the more detailed provisions of those Rules, we acknowledge and agree that:

Role of PeaceWiseHelp mediator

1. We accept the appointment of the PeaceWiseHelp mediator(s) by PeaceWise to mediate the Dispute in accordance with the terms of this agreement.
2. The PeaceWiseHelp mediator(s) will attempt to assist us in reaching a voluntary settlement of this dispute through a PeaceWiseHelp mediation that is provided from a gospel centred, Biblical foundation and Christian worldview (as set out in more detail in the Rules).

3. We understand that in my engagement of PeaceWise, neither PeaceWise nor the PeaceWiseHelp mediator(s):

- gives legal or other professional advice to any party; or
- imposes a result on any party; or
- makes decisions for any party.

Conflicts of interest

4. PeaceWise and the PeaceWiseHelp mediator(s) must disclose to the parties, to the best of their knowledge, any prior dealings that any PeaceWiseHelp mediator(s) appointed to this matter has with any of the parties as well as any interest in the dispute that could affect their impartiality.
5. If during a PeaceWiseHelp mediation PeaceWise or any PeaceWiseHelp mediator(s) becomes aware of any circumstances that might reasonably be considered to affect a PeaceWiseHelp Mediator's capacity to act impartially, the PeaceWiseHelp mediator must immediately inform the parties of these circumstances. The parties will then decide whether the PeaceWiseHelp mediation will continue with that PeaceWiseHelp mediator or with a new PeaceWiseHelp mediator appointed by PeaceWise.

Fees payable

6. We agree to pay the fees and all related expenses for this PeaceWiseHelp mediation as set out in the separate fee letter dated [insert date of Fees letter]

.....

Brief summary of the dispute and the issues to be resolved or addressed:

[insert details]

Executed as an agreement by the following persons

Note: If a person is signing for a party which is not an individual person, the person signing warrants that they have authority to bind the party for which they are signing

Parties:

PARTY 1
[print name/s, position/s held if relevant]

PARTY 2

PARTY 3

PARTY 4

PARTY 5

PARTY 6

Mediator:
[Print name]

.....
[Print name]

PeaceWise Ltd:

.....
Li Ai Oh, Conciliations Manager and Training Support

Rules Of Procedure for PeaceWiseHelp Mediation

1. Purpose

PeaceWiseHelp mediation is a mediation service provided from a gospel centred, Biblical foundation and Christian worldview. The purpose of a PeaceWiseHelp mediation is to glorify God by helping people to resolve disputes in a mediatory rather than an adversarial manner. In addition to facilitating the resolution of substantive issues, a PeaceWiseHelp mediation seeks to reconcile those who have been alienated by conflict by encouraging them to review their attitudes and behaviour and to help them learn how to change these to avoid similar conflicts in the future. The Rules of Procedure for PeaceWiseHelp Mediation must be interpreted and applied in a manner consistent with this purpose.

2. Rules of Procedure for PeaceWiseHelp Mediation to apply

The parties have agreed to submit their dispute to PeaceWise to be dealt with under the Rules of Procedure for PeaceWiseHelp Mediation ("the Rules"), which set out PeaceWise's approach to resolving disputes through a PeaceWiseHelp mediation.

3. Definitions and Rules of Construction

- A. **interested organisation** is an entity or organisation that is responsible for paying for all or a portion of a PeaceWiseHelp mediation due to its connection or relationship with one or more of the parties in the PeaceWiseHelp mediation.
- B. **church** is the church that a party to a PeaceWiseHelp mediation usually attends or formally belongs to and the denomination, if any, to which that church belongs
- C. **church leaders** are the pastoral staff and official leaders of both the church that a party to a PeaceWiseHelp mediation usually attends or formally belongs to and the denomination, if any, to which that church belongs.
- D. **Dispute** is the subject for which a PeaceWiseHelp mediation is sought
- E. **party or parties** is/are the person/s who are in dispute and agree to participate in a PeaceWiseHelp mediation.
- F. **Mediation Clause** in a contract is a provision written into a contract that requires future disputes related to the contract to be resolved by mediation.
- G. **PeaceWise** refers to PeaceWise Ltd ACN 125 667 067, including any of its staff, directors, volunteers, or other persons who serve on behalf of the organisation.
- H. **PeaceWiseHelp** refers to PeaceWise's assisted peacemaking service arm which provides PeaceWiseHelp conflict coaching and PeaceWiseHelp mediation.
- I. **PeaceWiseHelp conflict coaching** is the coaching of one person in a dispute to help them assess and make an appropriate response in a conflict, after considering what would honour God, bless and serve others and help them grow to be more like Jesus Christ. It includes the coached person being encouraged to reflect on the situation, and the impact of considering God, self and other/s in order to decide the best response in all the circumstances.

- J. **PeaceWiseHelp mediation** is a mediation service provided by PeaceWise, being one which is gospel centred, has a Biblical foundation and provided from a Christian worldview. A PeaceWiseHelp mediation:
- a. utilises one or more neutral person/s (the PeaceWiseHelp mediator) to assist the parties in arriving at their own voluntary and mutually satisfactory resolution;
 - b. usually includes PeaceWiseHelp conflict coaching;
 - c. includes all contact and communication with PeaceWise in relation to the dispute the subject of the PeaceWiseHelp mediation, from the initial contact through to the conclusion of the provision of the PeaceWiseHelp mediation service by PeaceWise.
- K. **PeaceWiseHelp Mediation Agreement** is an agreement by parties in a dispute to submit an existing dispute to a PeaceWiseHelp mediation.
- L. **PeaceWiseHelp mediator** refers to the person or persons that are appointed as the impartial intermediary to assist the parties in a dispute in a PeaceWiseHelp mediation.
- M. Any time the word "may" is used in these Rules, it indicates that a person has complete and sole discretion in deciding whether to take certain action or actions.
- N. Unless indicated otherwise, a word used in the plural form shall be understood to include the singular form, and vice versa.

Any provision of these Rules may be modified, but only by a written agreement signed by:

- the parties to the PeaceWiseHelp Mediation Agreement;
- the PeaceWiseHelp mediator; and
- PeaceWise.

4. Application of Law

The PeaceWiseHelp mediator may take into consideration any state, federal, or local laws that the parties bring to their attention, but the Bible is the supreme authority governing every aspect of the PeaceWiseHelp mediation process.

5. Commencing PeaceWiseHelp Mediation

- A. Any person may initiate a PeaceWiseHelp mediation by informing PeaceWise of the nature of the dispute, the names of the parties involved, and the remedy sought. If the parties are subject to a Mediation Clause, they will follow the provisions of that clause in terms of how a PeaceWiseHelp mediation may be initiated.
- B. PeaceWise may postpone a PeaceWiseHelp mediation until reasonable efforts have been made by the parties to resolve the dispute in private or with the help of their church/es, pursuant to Matthew 18:15-20 and 1 Corinthians 6:1-8. At the same time, PeaceWise may provide the parties with individual PeaceWiseHelp conflict coaching or written resources designed to facilitate a private resolution.
- C. PeaceWise or the PeaceWiseHelp mediator may require any person (other than the parties but including lawyers and support persons) attending the PeaceWiseHelp mediation to sign an agreement not to use in a court of law any information acquired through the PeaceWiseHelp mediation; this provides limited protection for communications made during the PeaceWiseHelp mediation process.

- D. A PeaceWiseHelp mediation may commence only after the parties sign a PeaceWiseHelp Mediation Agreement. If persons who have a legal interest in the dispute refuse to consent to a PeaceWiseHelp mediation, the PeaceWiseHelp mediation will affect only the rights and responsibilities of those joined as parties.
- E. All PeaceWiseHelp Mediation Agreements must contain a statement of the dispute to be resolved.
- F. If legal action is pending at the time a PeaceWiseHelp mediation is commenced, PeaceWise may require that the parties take steps to stay or postpone proceedings pending the conclusion of the PeaceWiseHelp mediation.
- G. If a party believes that property or rights may be irreparably harmed by delay, he or she may request temporary (injunctive) relief or action.

6. Involvement of Insurer

If a dispute submitted to PeaceWiseHelp mediation involves an alleged injury or damage that may be covered by a party's insurance, the insurer must be invited to participate in the PeaceWiseHelp mediation process in order to facilitate a prompt and equitable resolution.

7. Withdrawal

- A. PeaceWise may decide to terminate a PeaceWiseHelp mediation at any time if it decides that the PeaceWiseHelp mediation is inappropriate or ineffective.
- B. A PeaceWiseHelp mediator may withdraw at any time from any PeaceWiseHelp mediation if the PeaceWiseHelp mediator decides that a PeaceWiseHelp mediation is inappropriate or ineffective.
- C. Any party may withdraw at any time from a PeaceWiseHelp mediation but must discuss this with the PeaceWiseHelp mediator before doing so.

8. Fees and Expenses

- A. PeaceWise must provide the parties and/or an interested organisation/entity in writing, details and an estimate of all fees and expenses. This forms part of the PeaceWiseHelp Mediation Agreement signed by parties and any interested organisation/entity.
- B. PeaceWiseHelp mediation fees will include:
 - a non-refundable establishment fee;
 - PeaceWise administration fees; and
 - the PeaceWiseHelp mediator's fees.
- C. PeaceWiseHelp mediation expenses will include all direct expenses incurred and allowances permitted in the delivery of a PeaceWiseHelp mediation. These include but are not limited to travel, accommodation, materials supplied, online fees or subscription payments required for the provision of any necessary communication and/or meetings and any other out-of-pocket expenses.
- D. A portion of the estimated fees and payment of any expenses to be incurred, as determined by PeaceWise, will be required to be paid in advance of any significant work being undertaken on the PeaceWiseHelp mediation. If such payment is not paid, PeaceWise may at its discretion cease to

continue with the process.

- E. All fees and expenses advised by PeaceWise must be shared equally by the parties unless agreed otherwise in the PeaceWiseHelp Mediation Agreement.
- F. Withdrawal by any party or the PeaceWiseHelp mediator does not relieve the parties of their responsibility to pay any of these fees and expenses.
- G. PeaceWise may at its discretion reduce the fees payable or arrange a payment plan for parties who would not otherwise be able to afford a PeaceWiseHelp mediation.

9. Replacement of PeaceWiseHelp Mediator

- A. A person proposed or approved as a PeaceWiseHelp mediator must disclose to PeaceWise any circumstances likely to affect their impartiality or their ability to perform the duties of a PeaceWiseHelp mediator. Upon receipt of such information from that person or from another source, PeaceWise must either change its proposal or communicate the information to the parties. After consulting with the parties and any interested organisation, PeaceWise must determine whether a PeaceWiseHelp mediator who has been appointed should be disqualified, and PeaceWise's decision will be final and binding.
- B. If any appointed PeaceWiseHelp mediator withdraws, is disqualified, or is unable to perform the duties of the office, the remaining PeaceWiseHelp mediator/s, if any, may continue with the PeaceWiseHelp mediation, unless the parties and the interested organisation all agree, or PeaceWise decides, that the vacancy should be filled.

10. Time and Place of PeaceWiseHelp Conflict Coaching and Mediation Meetings

After taking into consideration the preferences of the parties, the PeaceWiseHelp mediator will determine the time, place and other conditions of all meetings, including any changes or postponements.

11. Right to a Support Person

The parties have the right to be accompanied by a support person throughout the PeaceWiseHelp mediation. However, that person must not advocate for a party or otherwise actively participate in the PeaceWiseHelp mediation unless the parties and the PeaceWiseHelp mediator have agreed to such participation.

12. Right to a Lawyer

- A. A PeaceWiseHelp mediation can affect substantial legal rights and responsibilities. Therefore, parties have the right to be assisted or represented by independent lawyers throughout a PeaceWiseHelp mediation.
- B. When the PeaceWiseHelp mediator is informed that a party has retained a lawyer, the PeaceWiseHelp mediator may contact the lawyer to discuss the case and invite his or her cooperation in the PeaceWise Help mediation.

- C. A party must notify PeaceWise and the PeaceHelp mediator at least 5 days in advance if he or she desires to have a lawyer present at any meeting in a PeaceWiseHelp mediation. This notice must include the name, email contact phone number and address of the lawyer. If other parties will not have lawyers present with them during a PeaceWiseHelp mediation meeting, the PeaceWiseHelp mediator may exclude all lawyers from the PeaceWiseHelp mediation meeting. If necessary, to fulfil the purpose of PeaceWiseHelp mediation (see Rule 1), PeaceWise may disqualify a lawyer from participating in a PeaceWiseHelp mediation, provided his or her client is given reasonable time to secure another lawyer.
- D. During a PeaceWiseHelp mediation meeting, lawyers must serve only as advisors to their clients, and the clients will be expected to speak for themselves as much as possible.

13. Evidence in Mediation

- A. The parties must cooperate with the PeaceWiseHelp mediator and each other in providing any information that will contribute to an understanding of the dispute. If a party fails to make full disclosure of information relevant to the issues in dispute, the parties acknowledge that any agreement reached at a PeaceWiseHelp mediation is at risk of being set aside and of being legally unenforceable.

14. Confidentiality

- A. Because of its biblical nature, a PeaceWiseHelp mediation encourages parties to admit their contribution openly and candidly to a conflict in a particular dispute. Thus, a PeaceWiseHelp mediation requires an environment where parties may speak freely, without fear that their words may be used against them in subsequent legal proceedings. Moreover, because a PeaceWiseHelp mediation is expressly designed to resolve all issues in dispute, a PeaceWiseHelp mediator would not be involved, if by doing so they believed that any party might later try to force them to testify in any legal proceeding involving matters the subject of a PeaceWiseHelp mediation. Therefore, all communications that take place during a PeaceWiseHelp mediation must be treated as 'without prejudice' settlement negotiations and will be strictly confidential and inadmissible for any purpose in a court of law, except as provided in this Rule or in Rule 15.
- B. This Rule extends to all oral and written communications made by the parties, by PeaceWise and/or the PeaceWiseHelp Mediator, and includes all records, reports, letters, notes, and other documents received or produced by PeaceWise or the PeaceWiseHelp Mediator as part of the PeaceWiseHelp mediation, except for those documents that existed prior to the PeaceWiseHelp mediation process and were otherwise open to discovery apart from the PeaceWiseHelp mediation. The parties may not compel PeaceWise or the PeaceWiseHelp mediator to divulge any documents or to testify in regard to the PeaceWiseHelp mediation process in any judicial or adversarial proceeding in any manner.
- C. PeaceWiseHelp mediated settlement agreements reached by the parties will be confidential, except as provided in Rule 15, unless the parties agree otherwise in writing, or unless an agreement or decision must be filed with a civil court for purposes of enforcement.
- D. PeaceWise or the PeaceWiseHelp mediator may divulge appropriate and necessary information under the following circumstances, and the parties agree to waive confidentiality and hold PeaceWise and the PeaceWiseHelp mediator harmless for doing so: (1) when, as part of its normal office operations, PeaceWise consults with its staff members or outside experts on a confidential basis regarding particular issues or problems related to a case; (2) when compelled by statute or by a court of law; (3) when an action has been brought against PeaceWise or the PeaceWiseHelp mediator as a result of participation in a PeaceWiseHelp mediation case; (4) when PeaceWise or the PeaceWiseHelp mediator deems it appropriate to discuss a case with the church leaders of parties who profess to be Christians; (5) when PeaceWise or the

PeaceWiseHelp mediator consults with a mentor or supervisor on a confidential basis (6) when PeaceWise or the PeaceWiseHelp mediator deems it necessary to contact appropriate civil authorities to prevent the party or another person from being harmed.

- E. In spite of these confidentiality protections, some of the information discussed during a PeaceWiseHelp mediation may not be confidential as a matter of law or may be discoverable outside the PeaceWiseHelp mediation process and used in other legal proceedings, and neither PeaceWise nor the PeaceWiseHelp mediator will have any liability in these circumstances.

15. Church Involvement

Unless agreed otherwise, the PeaceWiseHelp mediator may discuss a case with the church leaders of parties who profess to be Christians. If a party who professes to be a Christian is unwilling to cooperate with the PeaceWiseHelp mediation process or refuses to abide by an agreement reached during a PeaceWiseHelp mediation, the PeaceWiseHelp Mediator or the other parties may report the matter to the leaders of that party's church and request that they actively participate in resolving the dispute. If a church chooses to become actively involved, it may, at its discretion, review what has transpired during the PeaceWiseHelp mediation, obtain such additional information as it deems to be helpful, and take whatever steps it deems necessary to facilitate remediation and promote a biblical resolution of the dispute (see Matt. 18:15-20). PeaceWise or the PeaceWiseHelp mediator may disclose to the church any information that may have a bearing on the church's investigation or deliberations.

16. Waiver of Right to Object

Any party who proceeds with a PeaceWiseHelp mediation meeting after learning that any provision of these Rules has not been complied with, or who fails to object in writing within 3 days of learning that any provision of these Rules has not been complied with outside of a mediation meeting, will be deemed to have waived the right to object.

17. Interpretation and Application of Rules

The PeaceWiseHelp Mediator will interpret and apply these Rules insofar as they relate to the PeaceWiseHelp mediator's powers and duties. PeaceWise will interpret and apply all other Rules and resolve all other issues and questions pertinent to the PeaceWiseHelp mediation.

18. Exclusion from Liability and Indemnity

- A. PeaceWise and the PeaceWiseHelp mediator will not be liable to a party for any act or omission by PeaceWise and/or the PeaceWiseHelp mediator in the performance or purported performance of the PeaceWiseHelp mediator's obligations under the PeaceWiseHelp mediation agreement unless the act or omission is fraudulent.
- B. Each party indemnifies PeaceWise and/or the PeaceWiseHelp mediator against all claims by that party or anyone claiming under or through that party, arising out of or in any way referable to any act or omission by PeaceWise and/or the PeaceWiseHelp mediator in the performance or purported performance of PeaceWise and/or the PeaceWiseHelp mediator's obligations under the PeaceWiseHelp mediation agreement, unless the act or omission is fraudulent.
- C. No statements or comments, whether written or oral, made or used by the parties or their representatives or PeaceWise and/or the PeaceWiseHelp mediator within a PeaceWiseHelp

mediation may be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this document may be pleaded as a bar to any such action.

19. Individual communication and PeaceWiseHelp conflict coaching meetings during PeaceWiseHelp Mediation

- A. Prior to a PeaceWiseHelp mediation meeting at which all parties are present, PeaceWise and/or the PeaceWiseHelp mediator may communicate privately or hold PeaceWiseHelp conflict coaching meetings with any of the parties to explain what occurs in a PeaceWiseHelp mediation, obtain an overview of the dispute, to assess the party's attitudes and needs, to teach relevant biblical principles, and/or to assign private preparatory work that will facilitate a PeaceWiseHelp mediation.
- B. PeaceWise and/or the PeaceWiseHelp mediator may also communicate and/or meet separately with any party during the course of a PeaceWiseHelp mediation to discuss that party's attitudes, conduct, and responsibilities, or to discuss possible solutions to the dispute. As much as possible, the discussion during a private meeting will focus on the party who is present rather than on the absent party.

20. PeaceWiseHelp Mediation Proceedings

A PeaceWiseHelp mediation meeting will normally include the following steps, although some variation may occur in this framework if PeaceWise and/or the PeaceWiseHelp mediator believes this will best serve the parties:

- **G**reeting and ground rules
 - make introductions and agree how the parties will work together
- **O**pening statements
 - each party is asked to briefly explain what he or she hopes will happen out of the mediation
- **S**tory telling
 - each party will tell their story and hear the other party's perspective
- **P**roblem identification and clarification
 - clearly define central issues and interests
- **E**xplore solutions
 - brainstorm options, evaluate them reasonably and objectively
- **L**ead to agreement
 - encourage and document things that the parties agree on and what they will each do

PeaceWise thanks Ken Sande, author of The Peacemaker for permission to use/adapt that work.

21. Written Record of Agreement

The parties (with the assistance of the PeaceWiseHelp mediator) may prepare a written record of any agreement reached by the parties during a PeaceWiseHelp mediation. That agreement will be legally binding if, and only if, the parties or their lawyers reduce it to a contract or stipulation that is signed by all parties.

22. Online video or telephone conferencing

As meetings forming part of a PeaceWiseHelp mediation process may be conducted by use of online audio and/or video conferencing, the following terms form part of a PeaceWiseHelp mediation:

- A. All those involved in a PeaceWiseHelp mediation (including any expert/s and/or support person/s) agree:
- i. the PeaceWiseHelp mediator will decide on the best platform to use for meetings after considering the preference of all the parties;
 - ii. not to electronically record any part of the meetings on any device;
 - iii. to only have agreed persons present in any meetings which form part of a PeaceWiseHelp mediation, of which these same persons will be informed and expressly agree to this Rule;
 - iv. not to share the content of online chats, questions or other documents or communications which form part of a PeaceWiseHelp mediation with anyone not part of the PeaceWiseHelp mediation;
 - v. to immediately bring to the attention of everyone attending the meeting, if they can hear and/or see any content of a private session or breakout discussion that is not intended to include them, including breakout rooms on audio or video conference; and
 - vi. not to share the audio, video or telephone conference link and/or password of any meeting which is part of a PeaceWiseHelp mediation with any person not a part of the PeaceWiseHelp mediation process.
- B. Anyone attending a meeting which forms part of a PeaceWiseHelp mediation, in any capacity must be over 18 years of age and if children are in the same room as the party:
- i. the PeaceWise mediator must be informed of this; and
 - ii. all practicable steps must be taken so that any child/ren are not able to hear or see any part of any meeting.
- C. Everyone intending to attend a meeting which forms part of a PeaceWiseHelp mediation must ensure they have appropriate technology and Wi-Fi connection, noting that if a meeting needs to be rescheduled or is substantially delayed due to technology or Wi-Fi issues, cancellation fees may apply.
- D. Everyone attending a meeting which forms part of a PeaceWiseHelp mediation will come prepared in the same manner as if it was being conducted in person, including but not limited to wearing appropriate attire, being free from distractions and interruptions and set up in a suitable location.
- E. Everyone attending a meeting which forms part of a PeaceWiseHelp mediation, in any capacity has signed the relevant PeaceWiseHelp mediation documentation (e.g. a PeaceWiseHelp Mediation Agreement or PeaceWiseHelp mediation Non-Party Confidentiality Agreement).
- F. The PeaceWiseHelp mediator will not be held responsible for any breach of confidentiality due to the failure in any audio-visual technology/equipment or failure to comply by any party to this Rule.