



CONSENT FORM (GENERAL)

Maxwell Parker Mediation is a private mediation and conflict resolution practice, based in Kiama NSW. We provide a range of services including Family Dispute Resolution (FDR)(*Family Law Act 1975*), commercial, workplace and community mediations. We also provide coaching and conflict resolution services to individuals, couples and groups.

Principal of Maxwell Parker Mediation, Matthew Maxwell, is a qualified Family Dispute Resolution Practitioner (FDRP) registered with the Attorney-General's Department, a nationally accredited mediator (AMDRAS) and a Professional member of the Resolution Institute of Australia & NZ.

Approach and Role of Practitioner

We provide client-centred, facilitative services using solution-focused approaches to alternative dispute resolution. As a private practice, we provide flexibility in our approach to include external specialists as required or requested. These include nominated lawyers, counsellors, health professionals, financial specialists or other support persons. Inclusion of these specialists requires written consent by you and their inclusion is also subject to acceptance by us.

In multi-party matters, the practitioner shall remain impartial and will not support or promote the interests of one client of another. The practitioner provides facilitative discussion between clients and does not provide advice on what to do and will not provide legal or medical advice. For cases involving children's matters, the practitioner will keep the discussion child-focused and future-focused to help ensure the best interests of the child are kept front of mind.

Clients have a right to speak for him or herself without interruption, fear for safety; and to be treated with respect.

Confidentiality

Our services are provided on a strictly confidential basis, however some exceptions do exist. These exceptional circumstances include threats to self-harm; harm of another person or commission of a crime; safety and health concerns or harm to a child or pet; where a practitioner is compelled or subpoenaed, by a court of law; or when written consent is provided.

Practitioners may see either/multiple parties separately to assist with resolving a dispute or counselling session. Confidentiality continues to apply to these sessions unless specific information or details are requested to be shared to the other party or group.

Conflict of Interest

Prior to, and at the commencement of, a new matter we will endeavor to consider all potential conflicts of interest. If a conflict of interest is identified, all parties will decide if the session is to continue or if a new practitioner should be requested. A conflict can occur if a practitioner has previously acted for a client in a professional capacity, has had previous commercial dealings, or if a client is a personal acquaintance of the practitioner.

Safety of Clients and Staff

The safety and wellbeing of staff and clients is paramount to Maxwell Parker Mediation. All necessary and appropriate steps are considered prior to, during and at the conclusion of sessions. This includes consideration of the appropriateness of mediation and counselling (including structure – i.e. shuttle, online, face to face), safety considerations relating to participants and non-participants, the safe arrival and departure of clients and staff, and safety considerations during sessions.

The use of security camera monitoring may be utilised at various venues. Our office at 21 Farmer Street, Kiama NSW is fitted with security cameras located externally and internally to office spaces and general areas, excluding bathrooms. Security footage is stored securely onsite, does not include audio and is held in archive. Security footage is treated as confidential (per above) with the same exceptional circumstances applying.



Exclusion of Liability and Indemnity

Maxwell Parker Mediation and any of its practitioners, will not be held liable for any act or omission by the practitioner, in the performance or purported performance of the practitioner's obligations under this consent form unless the act or omission is fraudulent. Clients indemnifies the practitioner/s against all claims by that client or anyone claiming under or through that client.

No statements or comments, written or oral, made or used by any party, or their representatives or the practitioner shall 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.

Fees

Please refer to separate fee schedule provided.

Consent

It has been explained to me/us, inclusive of above, that:

- ☐ There are some instances when a practitioner may have to break confidentiality to keep people safe.
- ☐ Mediation is a voluntary process and I may choose to end a session at any time. Likewise, the practitioner may also choose to end a session at any time, at the practitioner's discretion.
- ☐ All decisions, actions and agreements made during sessions are those of the client/s only, that no advice nor decisions will be given or made for me/us by a practitioner.
- ☐ The fees payable have been explained to me/us and I/we agree to finalise the payment at conclusion of each session.
- ☐ Safety considerations and security arrangements have been explained to me.

Execution

Name:

Signature:

Date:

Name:

Signature:

Date:

Practitioner: Matthew Maxwell

Signature:

Date: