



| MEDIATION APPOINTMENT TERMS & CONDITIONS

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I hereby appoint Mrs Kayla-Tess Pattenden, a registered professional with The Connect Group (SACSSP: 1047146), to act as Mediator between:

_____ (Full Name & ID)

and

_____ (Full Name & ID).

The parties agree to the following Terms & Conditions:

1. The Mediator is required to prepare a "Voice of the Child" report to ensure that all agreements reached are accurately informed by, and reflect, the best interests and expressed needs of the minor child, _____
2. All discussions, proposals, and agreements made within the mediation process are conducted in good faith, without prejudice, and without intention for immediate court submission, acknowledging that mediation is a preliminary step to possible legal proceedings.
3. The parties recognize that mediation is a compulsory diversionary process prior to instituting a Family Court application, with the aim of avoiding the financial, emotional, and relational strain associated with litigation.
4. Concerns raised during mediation must be substantiated with appropriate evidence where relevant, and parties may be requested to provide motivation for their positions.
5. Should either party initiate litigation at any stage, the mediation process will be terminated, and an Exit Certificate will be issued by the Mediator.
6. An Exit Certificate may also be issued in cases of:
 - non-compliance with mediated agreements,
 - excessive conflict or emotional dysregulation during sessions,
 - interference from third parties, or
 - any other factor that prevents productive progress.
7. Mediation is not individual or couples therapy. If the Mediator determines that any participant requires therapeutic support beyond what can be appropriately managed within the mediation process, a referral for external therapy will be made to ensure emotional wellbeing and protect mediator neutrality.



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8. Mediation is a joint endeavour undertaken for mutual benefit. Accordingly, the fees are shared jointly between the co-parents unless otherwise agreed in writing.
9. Contact with relevant third parties may be required to verify information or support mediation objectively. Informed consent will be obtained prior to any such contact, with purpose clearly communicated.
10. The success of mediation is dependent on voluntary participation, good-faith engagement, and adherence to agreed-upon actions between sessions. Parties are urged to implement agreements responsibly in the interest of long-term, constructive co-parenting.
11. All communication with the Mediator shall be transparent and accessible to all mediating parties, maintaining a fair and objective process.
12. Additional mutually agreed-upon Terms & Conditions may be incorporated as necessary to protect the integrity of the mediation process and the wellbeing of all parties involved.

Acknowledgement of Understanding

By signing below, I confirm that I have read, understood, and agree to comply with the Terms & Conditions outlined above and hereby consent to proceed with the mediation process. I have had the opportunity to ask questions and that all my queries regarding this agreement have been addressed to my satisfaction.

Mediation Party 1:

Full Name: _____

Surname: _____

Date: _____

Signature: _____

Mediation Party 2:

Full Name: _____

Surname: _____

Date: _____

Signature: _____