



NCAT
NSW Civil &
Administrative Tribunal
Administrative & Equal Opportunity Division

Quote the number below for all enquiries
Case number 2018/00208579

Philip Charles Walker
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22 August 2018

NOTICE OF LISTING - MEDIATION

Case title	Philip Charles Walker v Roads and Maritime Services Application under Government Information (Public Access) Act 2009
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Your mediation conference will be held before Mediator J A McAteer, on 21 September 2018 at 10:00 AM, John Maddison Tower Level 10, 86 - 90 Goulburn Street, SYDNEY NSW 2000.

Enclosed is a Mediation Agreement that I request you complete and provide, along with a list of the names of those persons who will be present with you at the mediation conference, no later than 17 September 2018.

Please arrive at least 15 minutes before the start of the mediation.

For information about the Resolution Process see the guideline available on the NCAT website at www.ncat.nsw.gov.au.

Listing Enquiries

Listing details for cases are:

- published on the internet at http://www.ncat.nsw.gov.au/Pages/going_to_the_tribunal/hearing_lists.aspx on the afternoon before the case is listed;
- available on notice boards in the foyer of the Tribunal each morning.

Registrar

INFORMATION SHEET - MEDIATION

Mediation

Mediation is a process where a mediator helps the parties come to their own resolution of the dispute. Some of the Tribunal's mediators are Members and others are specialist mediators. A mediator who is a Member will not hear the case if it is not resolved at mediation.

What happens at mediation?

While there are no fixed rules about what happens in a mediation, generally the mediator will:

- outline their role and the process
- ask each party to express their concerns while the other party listens
- ask parties to suggest options which are likely to be acceptable to everyone
- speak to the parties separately to help them identify the strengths and weaknesses of their case and the alternatives to having the case determined at a hearing
- meet with the parties again to come to a final agreement

What are the benefits of mediation?

The benefits of mediation compared with a hearing are:

- the dispute is resolved more quickly and cheaply
- parties can reach their own agreement that the Tribunal may not have power to decide
- the process is less formal
- the process is confidential

Tell Us

Write to the Tribunal straight away if you:

- need an interpreter
- have support requirements so we can discuss what assistance you may need
- have changed your address or phone number
- do not want to continue with the case and you are the applicant

What to bring:

Each party should bring a list of:

- their concerns
- what they think the other party's concerns may be
- options that may address the concerns of all the parties
- the alternatives if mediation is not successful and
- any questions they may have

Can I represent myself?

Yes. The Tribunal's procedures are designed to help people who do not have a lawyer.

Can I have a lawyer or agent?

You can have a lawyer representing you but you need to ask the Tribunal for permission before you can be represented by a person who is not a lawyer (an agent). Both you and the agent need to sign the Notice of Representation by Legal Practitioner or Agent Form and give it to the Tribunal. The form is available on the NCAT website.

What happens if we settle?

If the parties come to an agreement at the mediation they should make a written record and sign it. The mediator will make copies for the parties.

If the parties want the Tribunal to make orders in the terms of their agreement, the case will be listed before a Tribunal Member to consider that application.

The Tribunal can only make consent orders if it has the power to do so. Otherwise it can note the agreement of the parties.

If the case does not settle it will be listed before a Member of the Tribunal to decide what the next step will be.

What happens if I do not participate?

If the applicant does not participate the mediator will list the case before a Tribunal Member to consider whether the application should be dismissed. If the respondent does not come, the case will be listed before a Tribunal Member to decide what the next step will be.

Applications for adjournment of a mediation are not encouraged and you should not expect that an adjournment will be granted even if all parties consent.

NCAT may refuse an adjournment if it considers that the adjournment is:

- not in the public interest
- prejudicial to the interests of one or more parties or the expeditious determination of the proceeding
- contrary to efficient case management, or
- otherwise unjust

Apply for an adjournment in writing attaching any supporting documents such as a medical certificate or travel bookings and the written consent of the other party, if it has been obtained.

Need more information?

Visit the NCAT website www.ncat.nsw.gov.au or contact NCAT on **1300 006 228**. For free legal information and assistance contact LawAccess on 1300 888 529.

MEDIATION AGREEMENT

AGREEMENT dated: _____

Case number. **2018/00208579**

Between :

_____ of _____
(applicant)

and

_____ of _____
(respondent)

and

_____ of _____
(mediator)

AGREEMENT

Co-operation of the parties

The parties agree:

- a) to participate in the mediation;
- b) to adhere to the confidentiality requirements set out below;
- c) to make a genuine effort;

Making a genuine effort involves:

- i. being prepared to listen to the other side;
- ii. exploring options together; and,
- iii. not making a decision until considering all the options discussed in mediation.

The mediator agrees:

- a) to adhere to the confidentiality requirements set out below;
- b) to be as neutral and impartial as possible;
- c) to help the parties achieve a resolution which is acceptable to the parties and which meets their interests and needs. The mediator will not:
 - give legal or other professional advice to any party;
 - impose an outcome on any party; or
 - make decisions for any of the parties.
- d) to disclose to the parties, before the commencement of the mediation, any interest in the dispute and any prior association with any of the parties, their legal representatives, or any person present at the mediation;
- e) that if, in the course of the mediation, he or she becomes aware of any circumstances that might reasonably be considered to affect his or her capacity to act impartially, the mediator must cease to act as mediator unless the mediator informs the parties of those circumstances and the parties agree that the mediator may continue to mediate.

Confidentiality Requirements

- a) Except as set out in the next two paragraphs, the parties and the mediator agree not to disclose to any person not present at the mediation any information communicated during the mediation unless required by law to make such a disclosure.

A party may disclose information communicated during the mediation to a person not present at the mediation where that party needs to do so in order to obtain professional advice or where the person is a partner, close friend or close relation. A party disclosing information in these circumstances must inform the professional adviser or any such person that the information is confidential and should not be disclosed.

A party seeking to enforce a settlement agreement made at the mediation may call evidence of entry into the agreement and the terms of the agreement, including evidence from the mediator and from any other person present at the mediation.

- b) The mediator may disclose information only where the participants consent or the law requires that it be disclosed. One of the rare cases where the law may require a member to disclose information is where non-disclosure may lead to a person being injured or property being damaged.
- c) Evidence of anything said or of any admission made in a mediation session is not admissible in any proceedings before any court, tribunal or body. The same applies to any document relating to the mediation whether it is prepared before, during or after the mediation.

PLEASE PRINT NAME OF PARTY AND AUTHORISED SIGNATORY IF A CORPORATION

SIGNED BY