

## Agreement to use Talk – Meet – Resolve

**This agreement is between**

[Learner Name]

AND

[Tertiary Education Provider's name]

AND

**The Talk – Meet – Resolve Practitioner**

(The Practitioner)

[*Tertiary Education Provider*] and [*Learner Name*] (referred to below as “we” and “us”) agree to enter in to the Talk – Meet – Resolve conciliation process.

### **1. Appointment of Practitioner**

We agree that the Talk – Meet – Resolve Practitioner has been appointed to conciliate our dispute. This agreement sets out the process and conduct of Talk – Meet – Resolve.

### **2. Good faith and cooperation**

We agree to use Talk – Meet – Resolve in good faith. We agree to cooperate with the Practitioner and to be honest with each other and the Practitioner.

We agree that subject to relevant privacy and confidentiality requirements, TEDR can collect, hold and use information about dispute resolution processes and outcomes to support transparency, accountability, system improvement and fulfil the requirements of the Education (Domestic Tertiary Student Contract Dispute Resolution Scheme) Rules 2021.

### **3. Confidentiality of the process**

We agree that the remainder of the Talk – Meet – Resolve process will be entirely confidential. Any information or documentation disclosed during Talk -Meet – Resolve, including during the preliminary steps, individual or joint meetings, by any party or the Practitioner, will remain confidential except in the circumstances noted in (a), (b) and (c) below. In summary, this means the people who are involved will not tell others outside of the process about what was said.

The exceptions to confidentiality are:

- a. If the Practitioner has reason to believe that any person is in danger of harm.
- b. For the purpose of obtaining privileged legal advice.
- c. If disclosure is required by order of a court or by law including compliance with the Education (Domestic Tertiary Student Contract Dispute Resolution Scheme) Rules 2021.

We agree that each of us will not take, and will not permit any other person to take, photographs or make any audio and/or visual recording of the process or its participants (whether in person or online). We understand that the venues where we meet in person may have CCTV cameras in operation for safety and security purposes only.

#### **4. Role of Practitioner**

We accept that the Practitioner will be neutral and impartial. She or he will listen to each of us and will assist us to explore options to resolve the issues between us.

The Practitioner will help us to:

- Explain to each other what is important to us.
- Work out where we agree on things and/or where we see things differently (the things in dispute).
- Help us to think about different options to resolve the things in dispute.
- Reach an agreed resolution on how to resolve the things in dispute.

We agree that the Practitioner is an independent expert and can:

- use her or his expertise to help us identify the issues in dispute.
- if we agree, make suggestions on how to resolve the things in dispute.

We agree that we can each decide if we make use of the Practitioner's independent expertise or suggestions and that these are not binding on us.

We understand that the Practitioner can not:

- provide legal advice, or
- make a decision for us, or
- impose a solution on us.

We agree that each of us can talk privately or meet separately with the Practitioner and that any such discussions will remain confidential unless we give authorisation to disclose any information. Either of us can request a private meeting at any time. The Practitioner can also suggest this at any time.

#### **5. Authority to settle and representation at Talk – Meet – Resolve**

We agree that we have the legal authority to reach agreement on the meeting day or if not, to arrange for someone that has such authority to be available on the meeting day.

We agree that we can bring someone (including a lawyer) to support, assist and/or advise us during Talk – Meet – Resolve. We agree that such people will first need to agree to and sign clause 11 of the Agreement to use Talk – Meet – Resolve before they can participate in the

process. If we want someone to attend in person, by videoconference or teleconference we will tell the Practitioner who that person is prior to the meeting and the Practitioner will then discuss this with us.

## **6. Withdrawing from Talk – Meet – Resolve**

The Talk – Meet – Resolve process is voluntary. We agree we will use Talk – Meet – Resolve with the intention of trying to resolve our dispute.

Either of us can withdraw from this process at any time. Before we do, we agree we will first talk to the Practitioner.

The Practitioner can also end the Talk – Meet – Resolve process if, after consultation with us, the Practitioner considers she or he is unable to achieve a resolution of the dispute. The Practitioner will discuss next steps with us including the Listen – Decide service.

## **7. Writing and signing a Resolution Agreement**

If we reach an agreement the Practitioner will help us record that agreement in writing (the “Resolution Agreement”). Once the Resolution Agreement is signed by each of us we will be bound by that agreement. This means we will think carefully about it before we sign any Resolution Agreement. If we do not sign the Resolution Agreement then the terms of the draft Resolution Agreement will remain confidential and non-binding until it is signed by each of us.

## **8. We will not take action against the Practitioner or each other arising from the Talk – Meet – Resolve process**

We will not take any legal action against the Practitioner in relation to anything to do with the Talk – Meet – Resolve process. We agree that, subject to any written agreement to the contrary, if one of us does take legal action against the Practitioner in relation to anything to do with the Talk – Meet – Resolve process, that person will pay the Practitioner’s legal costs.

We agree that neither of us will claim defamation against each other about anything said or referred to during the process.

The Practitioner will not act as a decision maker (e.g. an Adjudicator in Listen - Decide) in any dispute which has been to Talk – Meet – Resolve but was not resolved through that process.

## **9. Without prejudice**

We agree that this process is “without prejudice” to each other’s rights. This means that by entering in to this Talk – Meet – Resolve process we are not agreeing to give up our rights, including the right to request Listen – Decide.

## 10. Counterparts

This agreement may be signed by the parties in separate counterparts, each of which when signed (without amendment) shall constitute the same agreement.

### We have read, understood and agree to the conditions of this agreement:

_____	_____	_____
Name of Learner	(signature)	(date)

_____	_____
Name of Tertiary Education Provider	Role of Authorised person

_____	_____	_____
Name and role of authorised person	(signature)	(date)

_____	_____
Practitioner (signature)	(date)

## 11. Support people/Advocates and other participants

We agree that unless authorised by the parties and the Practitioner in writing or the information is otherwise able to be disclosed in accordance with clause 2 or 3, we will keep confidential any information or documentation disclosed during the Talk – Meet – Resolve process, including during the preliminary steps, individual or joint meetings, by any party or the Practitioner. In summary, this means as people who are part of Talk – Meet – Resolve process we will not tell others outside of that process about what was said.

\_\_\_\_\_  
Learner Representative Name                      (signature)                      (date)

\_\_\_\_\_  
Support Person Name                      (signature)                      (date)

\_\_\_\_\_  
Provider Staff Name                      (signature)                      (date)

\_\_\_\_\_  
Provider Representative Name                      (signature)                      (date)