



# Comparison summary of state farm debt mediation schemes

This document provides a high-level summary comparing key aspects of the state-based farm debt mediation schemes at a point in time. For comprehensive information on each scheme and to ensure its currency, please refer to the relevant state legislation and associated guidance material.

Tasmania, NT and the ACT do not currently have FDM schemes in place. The Tasmanian Government has committed to introducing a legislated farm debt mediation scheme and the development of the legislation is underway.

Category	NSW	Victoria	Queensland	South Australia	Western Australia
Legislation	<i>Farm Debt Mediation Act 1994</i> (NSW) (amended by the <i>Farm Debt Mediation Amendment Act 2018</i> (NSW)).	<i>Farm Debt Mediation Act 2011</i> (Vic) (amended by the <i>Agriculture Legislation Amendment (ALA) Bill 2022</i> (Vic)).	<i>Farm Business Debt Mediation Act 2017</i> (Qld).  (Queensland is currently undertaking a scheduled review of the Act).	<i>Farm Debt Mediation Act 2018</i> (SA).	Non-legislation (voluntary) scheme.
Administering authority	NSW Rural Assistance Authority (NSWRAA).	Victorian Small Business Commission (VSBC).	Queensland Rural and Industry Development Authority (QRIDA).	Primary Industries and Regions SA administers the scheme and the Small Business Commissioner – South Australia arranges the mediation service.	The Rural Business Development Corporation (RBDC) administers the scheme with mediation services provided through the Small Business Development Corporation (SBDC).
Farming operations covered	A business undertaking that primarily involves one or more of the following: <ul style="list-style-type: none"> <li>agriculture (e.g. crop growing and livestock or grain farming)</li> <li>aquaculture</li> </ul>	Any of the following activities undertaken for commercial gain: <ul style="list-style-type: none"> <li>agriculture, pastoral, horticultural, aquaculture or apicultural activities</li> <li>poultry farming, dairy farming or any</li> </ul>	<ul style="list-style-type: none"> <li>agriculture, pastoral, horticultural, apicultural, poultry, dairy farming, land-based aquacultural, keeping, or viticultural businesses</li> </ul>	Any of the following activities undertaken for commercial gain: <ul style="list-style-type: none"> <li>agriculture, pastoral, horticultural, forestry, or apicultural activities</li> </ul>	Any of the following activities undertaken for commercial gain: <ul style="list-style-type: none"> <li>agriculture, pastoral, horticultural, forestry, or apicultural activities</li> </ul>

Comparison summary of state farm debt mediation schemes – December 2022

Category	NSW	Victoria	Queensland	South Australia	Western Australia
	<ul style="list-style-type: none"> <li>cultivation or harvesting of timber or native vegetation</li> <li>and other primary production activities undertaken in connection with the above.</li> </ul> <p>Does not include a business primarily involving wild harvest fishing or the hunting or trapping of animals, birds, or reptiles in the wild.</p>	<p>business that consists of the cultivation of soils, the gathering of crops or the rearing of livestock</p> <ul style="list-style-type: none"> <li>forestry and timber production activities including the establishment, growing, maintenance and harvesting of forests</li> <li>any prescribed activities.</li> </ul>	<ul style="list-style-type: none"> <li>businesses that involve cultivating the soil, gathering crops or rearing livestock</li> <li>businesses that involve cutting timber for sale</li> <li>another business prescribed by regulation to be a farming business.</li> </ul>	<ul style="list-style-type: none"> <li>poultry farming, dairy farming, viticultural, or any business that consists of the cultivation of soils, the gathering of crops or the rearing of livestock</li> <li>aquaculture or the propagation or harvesting of fish or other aquatic organisms for the purposes of aquaculture</li> <li>an activity prescribed by regulation.</li> </ul>	<ul style="list-style-type: none"> <li>poultry farming, dairy farming, viticultural, or any business that consists of the cultivation of soils, the gathering of crops or the rearing of livestock</li> <li>aquaculture or the propagation or harvesting of fish or other aquatic organisms for the purposes of aquaculture</li> <li>an activity prescribed by regulation.</li> </ul>
Instances where the Act or scheme does not apply	<p>If a farmer's property is subject to control under Division 2 of Part X of the <i>Bankruptcy Act 1966</i>, or subject of a bankruptcy petition presented by any person.</p> <p>If a farmer is a corporation, that is an externally administered corporation within the meaning of the <i>Corporations Act 2001</i>.</p> <p>If a farmer is in default under the farm mortgage, and the farm mortgage secures all or part of the balance outstanding under an earlier farm mortgage, and the farmer and the</p>	<p>If a farmer's property is subject to control under Division 2 of Part X of the <i>Bankruptcy Act 1966</i>, or subject of a bankruptcy petition presented by any person.</p> <p>If a farmer is a corporation, that is an externally administered corporation within the meaning of the <i>Corporations Act 2001</i>.</p>	<p>If a farmer is an insolvent under administration under the <i>Corporations Act 2001</i>; or the farmer is the subject of a petition presented by a creditor, other than the creditor, under the <i>Bankruptcy Act 1966</i> or a corresponding law of another jurisdiction, including a jurisdiction outside Australia.</p> <p>If a farmer that is a corporation is a body corporate within the meaning of the <i>Corporations Act 2001</i>.</p> <p>If the farmer previously defaulted under the mortgage for the debt and, because of this, the farmer and creditor</p>	<p>If a farmer's property is subject to control under Division 2 of Part X of the <i>Bankruptcy Act 1966</i>, or subject of a bankruptcy petition presented by any person.</p> <p>If a farmer that is an externally administered body corporate within the meaning of the <i>Corporations Act 2001</i>.</p>	<p>If the debt is not issued by an authorised deposit-taking institution in Australia as defined by the Australian Prudential Regulation Authority (APRA) in accordance with the <i>Banking Act 1959</i>, except for Commonwealth Government concessional loans issued in WA by the RBDC.</p> <p>If the farm business is a public company under the meaning of the <i>Corporations Act 2001</i>.</p>

Comparison summary of state farm debt mediation schemes – December 2022

Category	NSW	Victoria	Queensland	South Australia	Western Australia
	creditor have previously entered into a mediation agreement under this Act in relation to the farm debt.		took part in mediation for the debt under this Act; and the farmer and the creditor entered into a contract, mortgage or other document to give effect to a heads of agreement resulting from the mediation; and the farmer has defaulted under the mortgage and the default relates to the contract, mortgage or document.		
Who can request mediation	Either party (farmer or creditor) can request mediation. Creditors can include hire-purchase providers.	Either party (farmer or creditor) can request mediation. Creditors can include hire-purchase providers.	Either party (farmer or creditor) can request mediation. May include hire-purchase, but not explicitly mentioned.	Either party (farmer or creditor) can request mediation. Creditors can include hire-purchase providers.	Either party (farmer or creditor) can request mediation. Excludes hire-purchase providers.
When a creditor needs to offer mediation	Before taking enforcement action against a farmer under a farm mortgage.	Before taking enforcement action against a farmer under a farm mortgage.	Before taking enforcement action against a farmer under a farm mortgage.	Before taking enforcement action against a farmer under a farm mortgage.	Not required – voluntary
When enforcement can take place	Only when an exemption certificate is in force.	Only when an exemption certificate is in force.	Only when an exemption certificate is in force.	Only when an exemption certificate is in force.	Voluntary scheme – enforcement can take place at any time.
Effect of other mediations	Additional grounds for issuing a prohibition certificate include where a creditor has, in any other manner, declined to mediate (whether under this Act or under a corresponding law of another state or territory). Additional grounds for granting an exemption certificate include where the farm debt is secured by a farm mortgage over farm	The VSBC may issue an exemption certificate if it is satisfied the farm debt has already been satisfactorily mediated under an alternative dispute resolution scheme.	This Act does not apply if the farmer and the creditor took part in mediation for the farm business debt under the Queensland farm finance strategy and entered into an agreement (however called) in writing because of the mediation. Does not refer to mediations undertaken in other states or territories.	A creditor may be eligible for an exemption certificate if satisfactory mediation has taken place under an alternative dispute resolution process.	Does not refer to mediations undertaken in other states or territories.

Comparison summary of state farm debt mediation schemes – December 2022

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	property in another state or territory and in New South Wales and mediation (equivalent to satisfactory mediation) has taken place under a corresponding law of that state or territory in respect of that part of the farm debt that is secured by a farm mortgage over farm property in New South Wales.				
Pre-mediation assistance	The parties should thoroughly prepare their case before mediation. Mediators can call a pre-mediation conference.	The VSBC will engage with all parties prior to mediation, including the mediator. This will include distributing documents and confirming time, date and location of mediation. The VSBC gives both parties advice on rights and obligations, encourages full and open communications.	The mediator may convene a pre-mediation conference between the parties. This approach is strongly suggested but not required. Any advisor engaged by the farmer should participate in the pre-mediation conference. QRIDA provides a mediation information package, which includes guidelines for conducting mediations.	A mediator may call a pre-mediation conference, with such procedures as the mediator deems appropriate.	Both parties must have tried to resolve the dispute with each other before seeking mediation. Farmers should seek legal advice before mediation to negotiate from a fully informed perspective. Participants should undertake prior preparation and consideration of a number of options (with supporting evidence) to allow constructive and full discussions that have the best chance of reaching agreement. A case manager from the Alternative Dispute Resolution (ADR) Service of the SBDC will contact both parties prior to mediation. The case manager will provide guidance or meet with the parties to ensure they are prepared for mediation.

Comparison summary of state farm debt mediation schemes – December 2022

Category	NSW	Victoria	Queensland	South Australia	Western Australia
					<p>The case manager will request financial institutions to provide any requested background documents to assist in clarifying the dispute.</p> <p>The case manager provides a summary of the dispute and background information to the mediator.</p>
Obligations for creditors in initiating mediation	<p>The creditor will invite the farmer in writing to mediate.</p> <p>This does not include giving any form of statutory enforcement notice to the farmer. This cannot be done unless the creditor is given an exemption certificate.</p> <p>The farmer must respond to the request to mediate within 20 business days.</p> <p>The parties agree on details of the mediation, including:</p> <ul style="list-style-type: none"> <li>the mediator</li> <li>date</li> <li>time</li> <li>venue.</li> </ul>	<p>The creditor will (in writing) invite the farmer to mediate.</p> <p>Written notice must state that:</p> <ul style="list-style-type: none"> <li>the creditor intends to take enforcement action</li> <li>mediation between the farmer and creditor is available</li> <li>the farmer has 21 days from the date notice was given to request mediation.</li> </ul> <p>If the farmer agrees, they must respond in writing to the creditor's offer, requesting mediation concerning the farm debt involved.</p> <p>The creditor will contact the VSBC to notify that the parties have agreed to mediation.</p> <p>The VSBC contacts the farmer and creditor to organise mediation.</p>	<p>The creditor will (in writing) invite the farmer to mediate. This must include an enforcement action notice.</p> <p>The farmer must respond within 20 business days to the creditor.</p> <p>A farmer may also receive a request for documents notice and needs to comply with that request within 30 business days.</p> <p>The parties agree on a:</p> <ul style="list-style-type: none"> <li>mediator</li> <li>date</li> <li>time</li> <li>venue.</li> </ul>	<p>The creditor will (in writing) invites the farmer to mediate.</p> <p>Written notice must state that:</p> <ul style="list-style-type: none"> <li>the creditor intends to take enforcement action</li> <li>mediation between the farmer and creditor is available</li> <li>the farmer has 21 days from the date notice was given to request mediation.</li> </ul> <p>The farmer accepts offer to mediate, advising the creditor that mediation is required.</p> <p>If the creditor agrees to mediation, the creditor notifies the Small Business Commissioner (within 10 days after giving notice to</p>	<p>The creditor can only request mediation after they have attempted to address the issue or dispute directly with the farmer.</p> <p>The creditor applies to the RBDC for the scheme to address the dispute.</p> <p>The RBDC conducts a review of the application for completeness and eligibility.</p> <p>If the application is approved, the RBDC invites the farmer to voluntarily attend mediation and submit an application.</p> <p>The farmer has 10 days to respond to this request.</p> <p>If accepted and the application process completed, the RBDC will forward the applications to the SBDC to enter their mediation process.</p> <p>Parties must consent to participation in the mediation because a legally binding</p>

Comparison summary of state farm debt mediation schemes – December 2022

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Obligations for farmers in initiating mediation	<p>Farmers may ask for mediation at any time (they do not have to be in default), but they cannot do it after the bank has already offered mediation.</p> <p>The creditor must respond in writing to the farmer's request for mediation within 20 days.</p>	<p>Farmers may ask for mediation at any time (does not have to be in default).</p> <p>The creditor has 21 days to respond in writing to the farmer's request for mediation.</p> <p>If the creditor agrees with a mediation request, the creditor must contact VSBC within 10 days of request to mediate.</p> <p>The VSBC contacts the farmer and the creditor to organise mediation.</p>	<p>Farmers may ask for mediation at any time (does not have to be in default or at risk of default).</p> <p>Creditors have 15 business days to respond.</p> <p>If the creditor agrees to mediation, they inform both the farmer and QRIDA.</p> <p>The creditor must issue an enforcement action to the farmer (copied to QRIDA if the farmer is in default).</p> <p>A creditor may also receive a request for documents notice and needs to comply with that request within 30 business days.</p> <p>The parties agree on details of the mediation, including:</p> <ul style="list-style-type: none"> <li>• the mediator</li> <li>• date</li> <li>• time</li> <li>• venue.</li> </ul>	<p>Farmer may ask for mediation at any time (does not have to be in default).</p> <p>The creditor has 21 days to respond in writing.</p> <p>the farmer) that the parties have agreed to mediation.</p>	<p>agreement can result if consensus is achieved.</p> <p>The farmer can only request mediation after they have attempted to address the issue or dispute directly with the creditor.</p> <p>The farmer applies to the RBDC for the scheme to address the dispute.</p> <p>The RBDC conducts a review of the application for completeness and eligibility.</p> <p>If the application is approved, the RBDC invites the creditor to voluntarily attend mediation submit an application.</p> <p>The creditor has 10 days to respond.</p> <p>If accepted and the application process completed, the RBDC will forward the applications to the SBDC to enter their mediation process.</p> <p>Parties must consent to participation in the mediation because a legally binding agreement can result if consensus is achieved.</p>
What happens if a farmer refuses to mediate or fails to respond	<p>If the farmer fails to respond in writing within 20 business days or refuses to mediate, a creditor can proceed with debt recovery by applying for an exemption certificate.</p>	<p>If the farmer does not respond within 21 days or refuses mediation, the creditor may apply to the VSBC for an exemption certificate to commence recovery action.</p>	<p>If the farmer declines or does not reply to the request the creditor may apply for an exemption certificate to commence recovery action.</p> <p>QRIDA must give a show cause notice to the farmer before</p>	<p>If the farmer does not reply, a creditor can proceed with debt recovery by applying for an exemption certificate.</p> <p>If the farmer does not wish to mediate or continue with mediation, they advise their</p>	<p>If the application is declined, the application is closed, and no further action is conducted by the RBDC and SBDC.</p>

Comparison summary of state farm debt mediation schemes – December 2022

Category	NSW	Victoria	Queensland	South Australia	Western Australia
	<p>The NSWRAA invites the farmer to comment on the creditor's application before the exemption certificate is issued.</p> <p>An exemption certificate valid for up to 3 years.</p>	<p>The VSBC invites the farmer to comment on the creditor's application before the exemption certificate is issued.</p> <p>An exemption certificate remains valid for up to 3 years.</p>	<p>deciding on a creditor's application for an exemption certificate. The farmer has 20 business days from receiving the show cause notice to make written representations to show why an exemption certificate should not be issued.</p> <p>An exemption certificate remains valid for up to 3 years.</p>	<p>creditor or the Office of the Small Business Commissioner.</p> <p>An exemption certificate remains valid for up to 3 years.</p>	
What happens if a creditor refuses to mediate or fails to respond	<p>A farmer who is in default and who has requested a creditor to mediate in respect of the farm debt concerned may apply prohibition certificate.</p> <p>An application for a prohibition certificate may be made whether or not the farmer has been given a notice inviting mediation in respect of the farm debt.</p> <p>If the creditor refuses to mediate and the farmer is in default, the NSWRAA can issue a prohibition certificate, preventing enforcement action by the creditor for 6 months (from the date of issue) or until mediation begins, whichever occurs first.</p> <p>A prohibition certificate cannot be issued while an exemption certificate is in place.</p>	<p>If the creditor refuses to mediate or fails to respond within 21 days of the request, and the farmer is in default, the farmer can apply to the VSBC for a prohibition certificate.</p> <p>If the farmer is not in default, there are no claims or consequences under this Act.</p> <p>If the farmer refuses mediation after they ask for it and the farmer is in default, the creditor may be issued an exemption certificate by the VSBC and recovery action can commence.</p> <p>A prohibition certificate prevents enforcement action by the creditor and remains valid for 6 months or until the date that the farmer and creditor commence mediation.</p>	<p>If the farmer requesting mediation is not in default under the farm mortgage and the creditor refuses the mediation, there are no consequences under this Act.</p> <p>If the farmer requesting mediation is in default under the farm mortgage, the creditor's refusal of the mediation may be grounds for the farmer to apply for an enforcement action suspension certificate.</p> <p>The certificate remains valid for 6 months after the creditor gave the farmer a notice refusing mediation or for 6 months and 15 days after the farmer gave the request for mediation notice to the creditor.</p> <p>If the 2 parties end up mediating, it lasts until the last day of a successful mediation process.</p> <p>QRIDA must give a show cause notice to the creditor before</p>	<p>If the farmer is in default and the creditor refuses to mediate, the farmer should apply for a prohibition certificate through the Small Business Commissioner.</p> <p>This certificate prevents the creditor from commencing enforcement action for 6 months or until mediation commences (whichever is the earlier).</p> <p>Where the farmer is not in default, the refusal by the creditor does not, of itself, give rise to any claim or other consequence under this Act.</p>	<p>If the application is declined, the application is closed and no further action is conducted by the RBDC and SBDC.</p>

Comparison summary of state farm debt mediation schemes – December 2022

Category	NSW	Victoria	Queensland	South Australia	Western Australia
			deciding on a farmer's application for an enforcement action suspension certificate. The creditor has 20 business days from receiving the show cause notice to make written representations to show why an enforcement action suspension certificate should not be issued.		
Process after a satisfactory mediation if agreement is not reached and/or the farmer withdraws from the process	<p>The creditor can apply for an exemption certificate.</p> <p>An exemption certificate remains valid for up to 3 years and 20 days (commencement date and length of time depends on farmer and creditor actions and mediation end dates).</p>	<p>The creditor can apply for an exemption certificate.</p> <p>An exemption certificate remains valid for up to 3 years and 3 months (commencement date and length of time depends on farmer and creditor actions and mediation end dates).</p>	<p>The creditor can apply for an exemption certificate.</p> <p>An exemption certificate remains valid until the parties enter into a 'heads of agreement' and a contract, mortgage or other document to give effect to the 'heads of agreement' under which the farm business debt is discharged or the farm business debt stops being secured by a farm mortgage over the farm property, or for up to 3 years and 3 months (commencement date and length of time depends on farmer and creditor actions and mediation end dates), whichever is earlier.</p>	<p>The creditor can apply for an exemption certificate.</p> <p>An exemption certificate remains in force for up to 3 years and 3 months (commencement date and length of time depends on farmer and creditor actions and mediation end dates).</p>	<p>If no outcome is achieved in mediation, the mediation request is closed and no further action is conducted by the RBDC and SBDC.</p> <p>The parties can continue to negotiate externally to the Scheme or consider other legal avenues to resolve the dispute.</p> <p>Other options for the creditor and farmer to consider at this point are the RFCS and, or the Australian Financial Complaints Authority (AFCA).</p>
General requirements of mediation	<p>Mediation must be satisfactory, which means it has either:</p> <ul style="list-style-type: none"> <li>resolved the farm debt issue, or</li> <li>reasonably attempted but failed to resolve</li> </ul>	<p>Mediation must be satisfactory, which means it has either:</p> <ul style="list-style-type: none"> <li>resolved the farm debt issue, or</li> <li>reasonably attempted to resolve a farm debt issue, but failed to resolve the dispute.</li> </ul>	<p>Mediation for a farm business debt has been satisfactory if:</p> <ul style="list-style-type: none"> <li>as a result of the mediation, the farmer and the creditor have entered into a 'heads of agreement', or</li> <li>the mediation has proceeded as far as it</li> </ul>	<p>Mediation for a farm business debt has been satisfactory if:</p> <ul style="list-style-type: none"> <li>a mediation has resolved the farm debt issue, or</li> <li>reasonably attempted to resolve a farm</li> </ul>	n/a



Comparison summary of state farm debt mediation schemes – December 2022

Category	NSW	Victoria	Queensland	South Australia	Western Australia
	<p>the farm debt issue.</p> <p>Mediation sessions are to be conducted with as little formality and technicality, and with as much expedition, as possible.</p> <p>In deciding whether a mediation session should continue, mediators are to consider factors such as whether the parties were negotiating in good faith, and able and willing to participate.</p>	<p>Mediation must be conducted with little formality and technicality, and with as much expedition as possible.</p>	<p>reasonably can with the farmer and the creditor having participated in good faith, but they have not entered into a 'heads of agreement'.</p> <p>Mediation must be conducted with little formality and technicality, and with as much expedition, as possible.</p>	<p>debt issue, but failed to resolve the dispute.</p> <p>Mediations must be conducted with little formality and technicality, and with as much expedition as possible.</p>	
Post-agreement process	<p>If a mediator is satisfied that a farmer and a creditor who are parties to a mediation have agreed, or are about to agree, on an issue between them, the mediator must personally prepare for the consideration of the parties a draft agreement setting out the main points of agreement on the issue.</p> <p>The draft mediation agreement must include a statement, in the approved form, meaning a form approved by the Authority, relating to the cooling-off period for the proposed mediation agreement.</p> <p>If the parties are satisfied that a draft mediation agreement sets out the main points agreed on by</p>	<p>A creditor must ensure that any binding agreement relating to the farm debt made between the creditor and the farmer, entered during or at the conclusion of mediation, is reflected in any contract, deed, mortgage or other instrument entered into as a result of that binding agreement.</p> <p>There is no cooling-off period.</p>	<p>If a mediator considers the parties to a mediation have agreed, or are about to agree, on a matter relating to the farm business debt, they must prepare, or supervise the preparation of a document in the approved form that states the main points of agreement and give a copy of the document to each party during a mediation meeting.</p> <p>If the parties are satisfied with the document, they may enter into a 'heads of agreement' by each signing the document</p> <p>The 'heads of agreement' has effect if the signed document or each signed copy of the document, is given to the mediator within 10 business days after the mediation meeting.</p>	<p>There is no cooling-off period.</p>	<p>n/a</p>

Comparison summary of state farm debt mediation schemes – December 2022

Category	NSW	Victoria	Queensland	South Australia	Western Australia
	<p>them during, or within 24 hours after the end of, the mediation, the parties may enter into a mediation agreement by signing the draft agreement.</p> <p>There is a mandatory 10 business day cooling-off period for any mediation agreement entered into by a farmer. The cooling-off period may be waived or amended by agreement between the farmer and the creditor.</p> <p>During the cooling-off period, the farmer may serve a written notice on the creditor to the effect that the farmer rescinds the mediation agreement subject to the cooling-off period. The farmer or the farmer’s solicitor must sign the notice of rescission.</p> <p>If rescission occurs, the farmer or creditor is entitled to make a claim for such compensation, adjustment or accounting as is just and equitable between the farmer and the creditor where a party has received a benefit under the mediation agreement.</p> <p>A creditor may not make a claim for compensation if the only basis of the claim is</p>		<p>The ‘heads of agreement’ must state it is subject to a cooling-off period unless the parties agree to waive it, that a farmer may revoke the ‘heads of agreement’ during a cooling-off period; the rights to compensation that may, and do not, arise under if a farmer revokes a ‘heads of agreement’ during a cooling-off period; and how long the cooling-off period will be (typically 10 days).</p> <p>The cooling period must be of sufficient length for the farmer to have a reasonable opportunity to seek legal advice about the agreement and waiving or shortening the cooling-off period.</p> <p>The parties to a mediation may, at any time, agree to vary a ‘heads of agreement’ relating to the mediation and any contract, mortgage or other document entered into by the parties to give effect to the ‘heads of agreement’.</p> <p>The farmer who was a party to the mediation must have had a reasonable opportunity to seek legal advice about varying the ‘heads of agreement’.</p>		

Comparison summary of state farm debt mediation schemes – December 2022

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	<p>the rescission of the mediation agreement.</p> <p>A mediation agreement may be varied or replaced by a further agreement in writing between the parties.</p> <p>NSWRAA cannot issue an exemption certificate to a creditor on the grounds that satisfactory mediation in respect of a farm debt has taken place if a mediation agreement is in force in relation to the farm debt, and the cooling-off period has not expired.</p>				
Review and appeal processes	<p>Decisions to issue (or otherwise) exemption certificates or prohibition certificates can undergo an internal NSWRAA review process.</p>	<p>The <i>Victorian FDM Act (2011)</i> does not include provisions for review of decisions by the Victorian Small Business Commissioner.</p> <p>The VSBC have their own processes for feedback and complaints.</p>	<p>Decisions to issue (or otherwise) enforcement action suspension certificates and exemption certificates can undergo an internal QRIDA review process.</p> <p>Queensland Civil and Administrative Tribunal (QCAT) can review applications for enforcement action suspension certificates and exemption certificates after an internal review is completed.</p>	Does not refer to reviews.	n/a
Who is the mediator	<p>The New South Wales Government provides a list of accredited mediators. The farmer must nominate one mediator. If the creditor rejects the mediator, the farmer must nominate 3</p>	<p>The VSBC appoints the mediator from its panel of contracted mediators.</p>	<p>The farmer must nominate 3 mediators in order of preference from the Register of Mediators accredited by QRIDA.</p>	<p>The commissioner engages the mediator.</p>	<p>Mediation is facilitated by the SBDC with mediators provided by the ADR Service.</p>

Comparison summary of state farm debt mediation schemes – December 2022

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	more. The creditor then must choose one.				
Role of mediator	<p>To mediate or attempt to mediate between the participants in the mediation for the purpose of arriving at an agreement for the present arrangements and future conduct of financial relations among them.</p> <p>May facilitate the exchange of information between parties to resolve any issues between them.</p> <p>Can adjourn or terminate mediation sessions if it appears that a party would be significantly disadvantaged because of the length of the session or it appears that continuing the session would not be appropriate.</p> <p>At the end of a mediation, a mediator must complete the form approved by the NSWRAA that summarises the conduct and results of the mediation (including any mediation agreement entered into by the parties).</p>	<p>To help parties reach an agreement, including on potential future conduct if a financial relationship will continue.</p> <p>The mediator's role is to facilitate the discussion. They will not provide advice on the matters in dispute.</p>	<p>To mediate impartially between the farmer and the creditor with the aim of bringing about an agreement between the farmer and the creditor about one or more matters relating to the farm business debt.</p> <p>Can adjourn mediation meetings if they consider a party would be significantly disadvantaged if the meeting continues.</p> <p>They must prepare a summary at the end of the mediation.</p> <p>Can decide if a relevant person is allowed to attend or participate in a mediation meeting and invite them.</p>	<p>To mediate farm debt disputes between creditors and farmers by helping parties reach agreement about present arrangements between them and future conduct if a financial relationship will continue.</p> <p>The mediator's role is to facilitate the discussion and they will not provide advice on the matters in dispute.</p>	<p>To help parties communicate openly in a constructive and secure environment.</p> <p>To help parties clarify the main issues in a dispute and generate their own workable options to finalise the dispute.</p> <p>To facilitate the mediation process so it is fair and respectful.</p> <p>To help preserve the commercial relationship.</p> <p>To help parties negotiate a mutually acceptable settlement of the dispute in a low cost and confidential manner, without the need for litigation.</p>
What mediators cannot do	<p>They cannot:</p> <ul style="list-style-type: none"> <li>advise a farmer or creditor about the law</li> <li>encourage or assist a farmer or</li> </ul>	<p>They cannot:</p> <ul style="list-style-type: none"> <li>advise a farmer or creditor about the law</li> <li>encourage or assist a farmer or creditor in reserving or</li> </ul>	<p>They cannot:</p> <ul style="list-style-type: none"> <li>advise a farmer or creditor about the law</li> <li>encourage or assist a farmer or creditor in</li> </ul>	<p>They cannot:</p> <ul style="list-style-type: none"> <li>advise a farmer or creditor about the law</li> <li>encourage or assist a farmer or</li> </ul>	Not specified.

Comparison summary of state farm debt mediation schemes – December 2022

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	<p>creditor in reserving or establishing legal rights, or</p> <ul style="list-style-type: none"> <li>act as an adjudicator or arbitrator.</li> </ul>	<p>establishing legal rights</p> <ul style="list-style-type: none"> <li>act as an adjudicator or arbitrator.</li> </ul>	<p>reserving or establishing legal rights</p> <ul style="list-style-type: none"> <li>act as an adjudicator or arbitrator.</li> </ul>	<p>creditor in reserving or establishing legal rights</p> <ul style="list-style-type: none"> <li>act as an adjudicator or arbitrator.</li> </ul>	
Who can attend mediation	<p>Farmers may bring:</p> <ul style="list-style-type: none"> <li>solicitors</li> <li>accountants</li> <li>rural financial counsellors, or</li> <li>other advisers to the mediation.</li> </ul> <p>The farmer may bring family members with the approval of the mediator. Other participants must have written approval of the parties.</p> <p>An agent may represent a farmer if the mediator agrees they will be able to facilitate the discussion and have sufficient knowledge of the issues to enable the agent to represent the party effectively.</p> <p>A person representing a party at a mediation must be authorised in writing to enter into a 'heads of agreement' for the party.</p> <p>The creditor may be represented by an officer of the corporation who may be a lawyer and may bring</p>	<p>A party may be represented by a legal practitioner or any other person considered appropriate by the Commissioner (taking into account the recommendations of the mediator).</p> <p>Mediators can meet with a party in the absence of their representatives if agreed by the relevant party and the mediator thinks it is appropriate.</p> <p>The Small Business Commissioner, having regard to any recommendations made by a mediator, may join any person that he or she considers appropriate to join as a party to the mediation.</p>	<p>Farmers and creditors may bring:</p> <ul style="list-style-type: none"> <li>solicitors</li> <li>accountants</li> <li>rural financial counsellors, or</li> <li>other advisers.</li> </ul> <p>Farmers may also bring other family members.</p> <p>All persons attending must be approved by the mediator.</p> <p>Agents can represent the farmer or creditor with the mediators if they think the agent's representation would assist the mediation and the agent has sufficient knowledge of the issues to be able to represent the party effectively.</p> <p>The mediator will put conditions in place to ensure the other party is not substantially disadvantaged.</p> <p>A person representing a party at a mediation meeting must be authorised in writing to enter into a 'heads of agreement' for the party.</p>	<p>A party may be represented by a legal practitioner or any other person considered appropriate by the Commissioner (taking into account the recommendations of the mediator).</p> <p>The mediator may meet with a party to the mediation (alone or together with another party) in the absence of their representative if the mediator considers it appropriate to do so; and the relevant party agrees to meet the mediator in the absence of their representative.</p> <p>The Commissioner, having regard to any recommendations made by a mediator, may join any person that the Commissioner considers appropriate to join as a party to the mediation.</p>	<p>Farmers may bring direct members of the farm business including guarantors and trustees.</p> <p>Other representatives could include rural financial counsellors, agricultural consultants, accountants, financial or business advisers, or other suitably qualified professionals.</p> <p>Legal representatives are also welcome to attend the mediation, but it is strongly recommended that they aren't directly involved in mediation.</p> <p>Creditors should bring as a priority the account manager and/or regional manager plus a representative of the creditor's credit department. These representatives need authority to negotiate fully at the mediation and enter into an agreement on behalf of the financial institution.</p>

Comparison summary of state farm debt mediation schemes – December 2022

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	<p>other advisers if the mediator agrees.</p> <p>The mediator will put conditions in place to ensure the other party is not substantially disadvantaged by the agent appearing at the mediation and, if the mediator does approve it, the entitlement of the agent to represent the party is subject to compliance by the agent with the conditions.</p>				
Who pays for the mediator?	Creditors and farmers	Creditors, farmers and the government	Creditors and farmers	Creditors, farmers and the government	Creditors, farmers and the government
Cost to Government	None	After each party has contributed their fee, the government subsidises any additional costs.	None	After each party has contributed their fee, the government subsidises any additional costs.	After each party has contributed their fee, the government subsidises any additional costs.
Costs to parties	<p>Parties pay an equal share of any fee charged by the mediator for the mediation and their own costs associated with attendance at the mediation.</p> <p>The parties may agree to apportion costs differently.</p> <p>If more than one mediation session is required because a party fails to give a person representing them authority to enter into a mediation agreement, that party must pay:</p> <ul style="list-style-type: none"> <li>the mediator's fee for the session</li> </ul>	<p>The Small Business Commissioner determines the amount payable by each of the parties. There is a \$195 fee per party per mediation session.</p> <p>In cases where the VSBC has not fixed (subsidised) the cost, the parties share the cost equally, if they otherwise cannot agree to the proportions they should pay.</p>	<p>Each party to a mediation must pay the party's own costs for the mediation and half of the mediator's fee and shared expenses.</p> <p>If a second mediation meeting is required because a person representing a party at a mediation meeting doesn't have the authority to enter a 'heads of agreement', that person must pay the:</p> <ul style="list-style-type: none"> <li>other party's costs for the second meeting</li> </ul>	<p>The Commissioner determines the amount payable by each of the parties. The fee currently is \$195 per party per day.</p> <p>The Commissioner may wholly or partly waive or reduce a fee payable.</p>	<p>\$125 per mediation session.</p> <p>If both parties agree to mediation at a regional location, both parties must pay the additional costs for travel of the SBDC (airfares, accommodation, hire car, meals and out of pocket expenses) on an agreed basis.</p>

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	<ul style="list-style-type: none"> <li>all costs associated with the attendance by the other party at the additional session.</li> </ul>		<ul style="list-style-type: none"> <li>mediator’s fee and costs for the second meeting.</li> </ul>		
Requests for documents	Unspecified	Unspecified	The farmer may give a notice to the creditor asking for copies of documents related to the farm business debt and the farm mortgage (30 business days to supply or as otherwise agreed and at the creditor’s own cost).	Unspecified	Unspecified
Venue and timing for mediation	<p>Mediation sessions are to be held at a place and time, and in a manner, that is reasonably convenient for the parties.</p> <p>Parties must agree to one venue from a list provided by the New South Wales Government.</p>	The VSBC contacts both parties to agree on a time and place.	<p>The mediator arranges the time, location and coordination of mediation meetings.</p> <p>Mediation meetings are to be conducted at a place and time that is reasonably convenient for the farmer.</p> <p>Sessions may be held online where the parties agree.</p>	The mediator contacts both parties to agree on a mutually acceptable time and place.	<p>The SBDC organises venues in Perth or major regional centres across Western Australia.</p> <p>If both parties agree to mediation at a regional location, both parties will be required to pay the additional costs for travel of the SBDC (airfares, accommodation, hire car, meals and out of pocket expenses) on an agreed basis.</p>