



Agreement to Mediate

The Principles

1. Mediation is voluntary and it is important that each of you enters the mediation process able to discuss matters freely and without risk of threat or harm. Please let me know if there are any concerns for you about your ability to discuss matters in front of the other person.
2. As a mediator I am impartial and seek to help both of you equally. I do not make judgments or express opinions about who may be right or wrong, nor do I take sides. I help you both to reach your own decisions about your futures.
3. As a mediator I will provide legal and financial information in an impartial way to help you understand the options available to you. The choices and decisions are yours and I do not make judgments about your individual or joint situation nor provide advice on your "best interests". I will help you both to reality test the options and discuss with you which solutions might work best for you and your family. If it seems that your proposed solutions are outside the parameters that a court might approve, I will discuss this with you. It is possible and often very helpful for you to have advice from your solicitors during the mediation process in order to make informed decisions and so that your respective advisers are kept informed as to the progress throughout.
4. All information including letters, emails and telephone calls from either of you will be shared openly with you both. The only exception to this is an address or telephone number which either of you wishes to keep confidential.
5. Mediation cannot take place if I have prior knowledge of the situation through previous involvement as a solicitor, counsellor or in any other professional role. If any other conflict or perceived conflict of interest arises or emerges I will not be able to continue to act as a mediator.
6. Either of you may end the mediation at any stage. If I think it may be inappropriate or unhelpful to continue I may also end the process. In either event, I will provide information as to other options available to you.

The Process

7. Where relevant I will ask you both to provide complete and accurate disclosure of all your financial circumstances, with supporting documents. I will assist you both in identifying what information will be required. I do not verify the completeness and accuracy of the information provided, but you will be asked to sign and date a statement confirming you have made full disclosure. If it later emerges that full disclosure has not been made, any agreement based on incomplete information can be set aside and the issues re-opened.
8. Your financial information is provided on an open basis, which means that it is available to your legal advisers and can be referred to in Court, either in support of an application made with your joint consent or in contested proceedings. This avoids any need for the information to be provided twice.
9. The actual discussions about possible terms of settlement are without prejudice and understood to be legally privileged. This means that your discussions about the issues between you and proposals for settlement cannot be referred to in Court unless you both agree.
10. Mediation meetings are commonly conducted without lawyers present. However, your legal advisers may, by agreement between all of us, participate in the mediation process in any useful and appropriate way.
11. I will help you to consider whether you might find it useful to seek assistance from other professionals such as accountants, expert valuers or from counsellors or therapists.
12. You each agree not to call the mediator(s) to give evidence in Court, nor will you seek to have any of my/our notes brought as evidence.
13. If requested I will draw up a written summary of your proposals for settlement (legally privileged) which I will suggest that you take to your respective solicitors to obtain independent legal advice before entering into a legally binding agreement. This privileged summary cannot be produced in Court. Often such independent advice will help you assess how the proposed settlement terms will affect your own individual position. I will also produce an "open" summary of your finances, which can be produced in Court. Your solicitors will usually undertake the formal recording of any agreement including for example the drawing up of any Separation Agreement or draft Court Consent Order.

Confidentiality

14. Mediators have a professional duty of confidentiality with exceptions:
15. Where any person (particularly a child) is at risk of significant harm I have a duty to contact the appropriate authorities.
16. Where I am required to make disclosure to the appropriate government authority under the Proceeds of Crime Act 2002 and/or relevant money laundering regulations. I may also be under a linked obligation to make such disclosure without informing you and may have to discontinue the mediation without further notice.

Data protection – important information for you

17. Exceptionally, I may disclose personal data in connection with the alleged or established commission of an unlawful act.
18. Our Privacy Notice/Policy sets out our commitment and the arrangements for the collection, use, storage and destruction of any information provided by you. For the purpose of your mediation, I will keep any information that you provide to me securely and will not share it without your individual permission. However, I ask that in the event of any complaint that is referred to my membership organisation or to any other regulator or relevant complaints handling organisation, that you agree that I may release any information or your file to either or both for the purposes of resolving any complaint. I will ask you to sign a separate document to this effect.
19. My practice's quality assurance standards also require monitoring of my mediation files. From time to time, my practice consultant and/or the Legal Aid Agency may have sight of files, but access is strictly controlled and on a similar confidential basis. I also ask you to agree that the mediation and any summaries may be reviewed on a strictly confidential basis by my Professional Practice Consultant/Supervisor.
20. I will only retain information about you for as long as is necessary in relation to your mediation. This means that any notes or personal information will be securely destroyed by me after six months. I will, however, retain copies of any Memorandum of Understanding and Open Financial Summary for one year, after which time, they will be securely destroyed. I may also keep data for research and statistical purposes but on the understanding that if used any information or details about you have been removed so that you cannot be personally identified
21. If you are a legal aid client (or your case is paid in part by the Legal Aid Agency) then we are contractually bound to store your information for up to six years.

22. Ensuring that your personal data is managed professionally and lawfully is important to me/us. If you have any concerns about any aspect of Data Protection and your own personal data, I ask that you raise it with me so that I can provide you with the information you need
23. My practice's quality assurance standards require monitoring and supervision of my mediation work and files. You may also receive ad hoc quality control telephone calls. Periodically, my supervisor(s) and/or the Legal Aid Agency and/or member of our quality care control team may have sight of your file, but access is strictly controlled and on a confidential basis. By signing this document you agree to these quality control processes taking place.

Charges

24. You will initially be assessed for eligibility for Legal aid (publicly funded mediation). If you are not eligible paragraphs 25 to 27 will apply. If you are eligible then there is no charge for the sessions or associated paperwork. However, there is a limit to how many legally aided funded sessions you can have. Please speak to your mediator about this.
25. If you are a private client my fees payable at the end of each session, or as otherwise arranged, are £ **plus 20% VAT per hour, per person**, for time spent in mediation. Depending on the issues, 2 to 4 sessions of 2 hours each are commonly required but more or less may be needed. If your former partner qualifies for Legal Aid, your first session is free.
- Once you have arranged dates for future mediation sessions, if these are cancelled a cancellation charge may be required.
26. The hourly rate also applies for financial summaries and documents produced in mediation. I charge a fee of £ **plus 20% VAT per person** for summaries and documents outlining agreed financial proposals. I do not normally charge separately for routine telephone calls or letters.
27. If your issues are particularly complicated or you require interim documentation for consultation with your personal adviser/s, the cost will be negotiated separately and in consultation with you both. I will provide you with costs estimates wherever practicable to assist your planning of likely costs.

Concerns and Complaints

28. I hope that I will work with you as a mediator in a fair and balanced manner that is helpful to you both. Any concern you may have as to my practice or the service provided by me should be referred to me in the first instance. If I am unable to resolve this with you directly or otherwise any complaint you have will be considered through this firm's complaints procedure, full details of which has been provided to you. Thereafter if it is still unresolved you may refer your complaint to my FMC membership organisation for consideration in accordance with their complaints procedure.

29. I shall do my best to assist you both. I ask you to show your integrity and commitment to the mediation process and to be involved in discussions in looking for workable solutions for yourselves and your family.

Dated the day of 20

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Family Mediator

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Family Mediator

We agree to the above terms, which we have read and understood:

Signed: Signed

Print name..... Print name.....

Signed: Signed

Print name..... Print name.....