



Principal Mediation

Agreement to Mediate

This agreement sets out important information and terms about the mediation process. As a member of the Family Mediators Association (FMA) recognised by the Family Mediation Council (FMC), it also specifically incorporates the Code of Practice set by the FMC for mediators.

Mediation Is Voluntary

Mediation is voluntary. You choose to take part because you wish to resolve issues in need of settlement without taking these issues to Court if possible.

You have the right to end the mediation at any time, if you wish, although before doing so we hope you would be willing to explain your concerns in the hope that they could be addressed and resolved.

Mediators also retain the right to end mediation if we consider that it would be more appropriate or helpful to do so. In some circumstances, and with the agreement of both parties we may involve a co-mediator.

Mediators Are Impartial

Mediators are impartial, and we seek to help all participants equally. We do not make judgments or express opinions about who may be right or wrong, and we do not take sides. We are to help you understand your responsibilities and the options available to you. We do not provide advice on your “best interests” regarding decisions to be made.

Self Determination

It follows that the choices and decisions remain yours at every stage. Whilst the mediators remain in control of the process and seek to help you to explore proposals and arrangements in a way that meets the needs of all concerned, you are responsible for any decisions made. We are not permitted to offer any legal advice.

Children, Young People and Mediation

Where there are children of the relationship, mediators have an obligation to assist parents to focus on their parental responsibility to develop arrangements that are most likely to support you to fulfil your responsibility to meet those children's needs, interests, relationships and well-being, now and in the future.

The mediator has an obligation to encourage consideration of children's wishes and feelings, and to offer the opportunity to all young people aged 10 or above to have their voices heard directly in Child-Inclusive Mediation (CIM), if they so wish.

Mediation Is Confidential

Mediation is confidential, which means that you must not share any of these discussions with anyone else. It is especially important not to share anything on any form of social media or with any children or young people, unless this has been expressly agreed.

It follows that any unauthorised recording of mediation on phones or other devices is not acceptable and is likely to lead to the termination of the process.

Discussions in mediation about proposals and possible terms of settlement are 'without prejudice', which means they cannot be disclosed to the court, except as explained below.

If relevant, we may provide you with a meeting summary following a meeting however, you may not ask to see any notes made by the mediator during the session, which are a memory aid for and belong to the mediator.



All information including correspondence 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.

Exceptions To Confidentiality

Whenever an allegation is made within a mediation that someone (particularly a child) is at risk of harm we have a duty to contact the appropriate authorities with or without your permission.

In common with all other relevant professionals, we may be required to disclose to the appropriate government authority information regarding any relevant, previously undisclosed, criminal offence. The mediator may also be under a linked obligation to make such disclosure without informing you and may have to discontinue the meeting without further notice.

Finance And Property Mediation

If necessary, we will ask you both to provide complete and accurate disclosure of all your financial circumstances, with supporting documents. We 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 and frank 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. You could also be charged with contempt of court.

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.

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Discussions about possible terms of settlement are 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. But, if you have been referred to mediation by the Court, you may be asked to agree to waive this legal privilege, so that the Court can be informed of any proposals for settlement.

Online Mediation

Where sessions are conducted online you each agree to the following conditions, namely that:

- No one other than you will be present in the room being used by you during any online video mediation session unless this has been agreed in advance
 - You will not be overheard from where you will be participating in the meeting
 - You will have done all that you can to ensure that you are not interrupted during the session
- You will have turned off or put to silent any phones, tablets or computers, and have disabled any alerts announcements or notifications of texts, emails, tweets or other social media activity, and closed all of any other open applications.
- There will be no unauthorised recording of the session on any device.



Communications With the Mediator Between Meetings

All emails to the admin team/mediator should include both parties once joint and shuttle mediation commences. Any reply from the mediator/admin team to an email sent by one party, will automatically include the second party unless there is a previously disclosed legal or safeguarding restriction in place.

We are not permitted to mediate through e-mails, telephone calls or other correspondence.

Professional Standards, Concerns and Complaints

Mediation meetings are conducted in accordance with both the Family Mediation Council Code of Practice and the highest professional standards expected by the Family Mediators Association. In signing this Agreement to Mediate, you also both give your advance consent to the release of the file to any complaint handler should that become necessary.

However, any concern you may have as to our practice should be raised with us in the first instance; we will hope to resolve matters to your satisfaction internally and informally according to our own complaints policy. We follow the FMA's complaints procedure. Copies of all these documents can be obtained from this us on request.

Court proceedings.

You each agree not to call the mediator(s) to give evidence in Court.

If, in breach of the Agreement to Mediate, we are asked to provide evidence for court proceedings concerning any aspect of the mediation, both clients will be responsible for any resultant costs (including legal costs) incurred by the mediators, which may include any costs relating to a court application that we may make, in which we ask for the confidentiality of the process to be upheld.

You each agree not to voice, or video record any discussions or mediation sessions.

Fees and other Terms of Business

For Mediation Information and assessment meetings our charging rates are £150.00 per person per hour and are one hour long.

For Mediation sessions our charging rates are £150.00 per person per hour and are usually around 90 minutes long, therefore a normal session costs £225.00 per person.

We do not charge for preparing for the sessions, or for writing letters / emails between sessions, but we do charge our hourly rate per person for the creation of any formal paperwork that may be produced during the mediation process. This cost is shared between the two parties unless instructed otherwise.

Examples of these documents are:

- Open Financial Summary,
- Confidential Summary of Proposals (MOU)
- Parenting plan.

Payment terms and cancellation fees

Our fees are payable in advance of each session or, by agreement, within 7 days of receipt of invoice.



Late Cancellation / Rescheduling of an appointment please inform the mediator as soon as possible. With less than 48 hours' (excluding Saturday, Sunday and public holidays) notice of cancellation of a paid meeting, the full fees for one hour of mediation will be payable.

Commitment

We are committed to providing a high-quality mediation service. If an issue were to arise, we ask that you to let us know as soon as possible.

Please feel free to contact us by telephone or by email if you want to discuss any aspect of our service.

We hope that, in most cases, a conversation between us will be sufficient to set minds at rest.

We ask you to show your commitment to the mediation process and to co-operate as fully as possible in looking for workable solutions. By signing this agreement, you are expressing your sincere intention to attempt to:

- Be fair to each other throughout mediation
- Leave fault and blame out of the negotiations
- Be co-operative in resolving disagreements
- Consider your own individual needs, the needs of each other and any children
- Work for the least possible emotional and financial upheaval for all concerned

We understand and agree to the above

Signed

Signed

Print Name

Print Name

Date

Date

Signed by Mediator

Date