

MEDIATION FIRST AGREEMENT TO MEDIATE

Please read each point carefully and bring this document to your assessment meeting. Please ask questions if you wish. If mediation proceeds you will be asked to sign this document.

The Principles

1. Mediation is voluntary. You come because you want to try to reach resolution of issues in dispute but you have the right to end the mediation if you wish. The mediator also retains the right to end the mediation if he or she feels that it would be appropriate or helpful to do so. In appropriate cases and with the agreement of both parties, the mediator may also seek the assistance of a co-mediator.
2. As mediators we are impartial and seek to help both parties equally. We do not make judgments or express opinions about who may be right or wrong, and we do not take sides. We help you to reach your own decisions about your futures.
3. Mediators provide legal and financial information in a neutral way to help you understand the options available to you. We do not provide advice on your “best interests” and the choices and decisions are yours.
4. 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.

The Process

5. Where relevant we 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 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.
6. 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.
7. The actual 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.
8. You each agree not to call the mediator(s) to give evidence in Court.
9. If requested mediators will draw up written summaries of your proposals for settlement (legally privileged) and “open” summaries of your finances. These summaries help each of you to obtain independent legal advice before entering into a legally binding agreement.

Confidentiality

10. Mediators have a professional duty of confidentiality with exceptions:

- a. Where any person (particularly a child) is at risk of serious harm we have a duty to contact the appropriate authorities.
- b. Where we are required to make disclosure to the appropriate government authority under the Proceeds of Crime Act 2002 and/or relevant money laundering regulations. We may also be under a linked obligation to make such disclosure without informing you and may have to discontinue the mediation without further notice.
- c. Exceptionally, we may disclose personal data in connection with the alleged or established commission of an unlawful act.
- d. We are “processors” of personal data for the purposes of the Data Protection Act 1998. You consent to our processing your personal data for the purposes of this Agreement to Mediate. You understand that this includes our retaining and storing your personal data for as long as is necessary in connection with this Agreement. We may retain data for research and statistical purposes but on the understanding that if used it has been stripped of all features from which you could be personally identified.
- e. Our practice’s quality assurance standards require us monitor our mediation files. Periodically, our practice supervisors and / or the Legal Services Commission may have sight of files, but access is strictly controlled and on a similar confidential basis.

Charges

- 11. Our charging rates are £130 per hour per person, including VAT. This rate will apply to time spent in meetings and to time spent by us preparing the summaries as referred to in paragraph 9. above.

Legal Aid is also available and information about this will be provided. If you are eligible for legal aid there will be no charge for any session. Late cancellation fees will however be payable without at least two working days’ notice.

Late Cancellation / Rescheduling Fees

£35 per person without at least two clear working days’ notice. So if you or your former do wish to cancel or reschedule please make sure you each confirm the position with the office and each other.

Concerns and Complaints

- 12. Our practice is governed by the Family Mediators Association (FMA) and mediations are conducted in accordance with the FMA Code of Practice. We have a complaints procedure, a copy of which may be obtained from your mediator or the Family Mediators Association, P.O. Box 5, Bristol BS99 3WZ.
- 13. We shall do our best to help you both. We ask you to show your commitment to the mediation process and to co-operate as fully as possible in looking for workable solutions.

I have read and understood the above:-

Signed:.....

Signed:.....