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AGREEMENT TO MEDIATE

The following sets out the basis for the mediations we undertake as members of the Family Mediators Association (FMA) which is a membership organisation of the Family Mediation Council (FMC). It specifically incorporates the Code of Practice of the FMC (May 2018)

Please read the agreement carefully, note any questions you may have and bring it to your first mediation session. At this meeting you will be asked to sign to confirm your understanding and commitment to the process and to the terms of this agreement.

Mediation is Voluntary

1. Mediation is voluntary. You are choosing to take part because you want to resolve issues that are currently in dispute. Although you may have been told that our initial assessment with you is required by the court, it is your choice as to whether you mediate or not.
2. You have the right to end the mediation at any time, although before doing so we hope you would be willing to explain your concerns in case they can be addressed and resolved.
3. Mediators also retain the right to end mediation if we consider that it would be appropriate to do so.
4. We will be concerned to ensure that each of you comes into the mediation process able to negotiate without risk of threat or harm. We ask you to tell us at any time if you have concerns about safety, intimidation or the freedom to speak.

Mediators are Impartial

5. As mediators, we are impartial and we seek to help all participants equally. We do not make judgements or express opinions about who may be right or wrong, and we do not take sides.
6. We cannot act as mediators if we have prior knowledge of the situation through any previous involvement as lawyer, counsellor or in any other professional role. Although we may have other qualifications, in this context we act only as mediators.
7. Mediators may provide legal, financial and other information and guidance to help you understand your responsibilities and the options available to you. We do not provide legal advice and we do not provide advice of any kind about your "best interests."

Clients make the Decisions

8. 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.

Children, Young People and Mediation

9. 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 those children's needs, interests, relationships and well-being, now and in the future.

10. 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, if they so wish.

Mediation is Confidential

11. 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. Mediators also have a professional duty of confidentiality subject to the exceptions below.
12. 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. In certain circumstances some recording (for example, photographs of the flip-chart) may be acceptable, but *only* if discussed and agreed in advance. By signing this document, you undertake not to record any mediation meetings or any communications which are covered by the confidentiality of the mediation process.
13. 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 at para 16.
14. You each agree not to call the mediator/s to give evidence in court.
15. At your request, either during mediation or at the end, we can prepare an interim or final confidential summary of arrangements for your children and/or your proposals for settlement of financial and property matters. Mediation summaries are prepared on a 'without prejudice' basis.
16. This confidentiality protects the content of mediation and its outcome from disclosure to the court (except where you give your joint written consent; you must take legal advice before you give such consent.) If you are taking legal advice, a copy of your mediation summary can be shown to your solicitors to assist them in advising you.

Exceptions to confidentiality

17. 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.
18. In common with all other relevant professionals, we may be required to disclose to the appropriate government authority information with regard to the commission of 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.
19. Exceptionally, we may disclose personal data in connection with the alleged or established commission of an unlawful act.
20. We are 'processors' of personal data for the purposes of the General Data Protection Regulation. You consent to us processing your personal data for the purposes of this Agreement to Mediate (this is part of your contract with us). You understand that this includes our retaining and storing your personal data for as long as is necessary in connection with this Agreement, to include a period of six years after the mediation concludes, in case of query. We may retain data for research and statistical purposes but on the understanding that if used for this purpose all identifying details will have been removed. It is usual to provide a session record or letter at the end of each session. However, you may not ask to see notes made during the session, which are a memory aid for and belong to the mediator.

21. Our quality assurance standards require that we monitor our mediation files. Our practice supervisors or (in relation to any legally aided mediation) the Legal Aid Agency may have sight of files, but access is strictly controlled and on a similarly confidential basis.
22. Unless otherwise agreed, or in relation to a postal address, email or telephone number which either of you wishes to keep confidential, information including correspondence and emails from either of you will be shared openly with you both. The only other exception would be where information refers to a child or adult who is, or may be, at risk of harm (as explained in para 14). This principle of openness *within the process* also applies to any sessions or part of sessions in the mediation where the mediators meet with you separately unless everyone involved explicitly agrees otherwise.
23. For the purpose of any complaint investigation as referred to below.

Open Financial Information

24. When there are financial issues needing settlement, we ask you both to provide complete and accurate disclosure of your financial circumstances, with supporting documents. We do not check the completeness and accuracy of the information provided. You will be asked to sign and date a statement confirming that 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.
25. 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 the information having to be provided twice.

Professional Standards, Concerns and Complaints

26. Our mediations are conducted in accordance with both the Family Mediation Council Code of Practice and the highest professional standards expected by the Family Mediators Association.
27. We follow the FMA's complaints procedure. In signing this Agreement to Mediate, you also both give your advance consent to the release of the file to any complaints handler should that become necessary.
28. 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.
29. Copies of all these documents can be obtained from this service on request.

Charges and other Terms of Business

30. The first mediation session is charged at £180 plus VAT per person. Thereafter, subsequent mediation sessions are charged at £120 plus VAT per hour per person. There is a minimum charge of £120 plus VAT for each session. Payment is due at 5 days prior to each session. If an account has not been paid then we reserve the right to cancel sessions at short notice. Cancellation of an appointment within 24 hours notice will incur a cancellation charge of £120.
31. Preparation of the written Memorandum of Understanding or Summary of Proposals is £200 or £100 plus VAT per person. The memorandum will be prepared once acceptable proposals have been reached during the process.

A Shared Commitment

32. We shall do our best to help you both. We ask you to show respect to each other and commitment to the mediation process and to co-operate as fully as possible in looking for solutions.

We understand and agree to the above:-

Signed

Date:

Signed

Mediator

Date:

Signed

Date:

Signed

Mediator

Date: