



## Agreement to Mediate & The Basic Principles and Terms of Mediation

*The following terms are the basis for mediation conducted by mediators governed by the Family Mediators Association. Please read each point carefully, noting any questions you may have for the mediator. You will be asked to sign this document in the meeting as an indication of your commitment to the process and the terms listed.*

### 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. I also retain the right to end the mediation if I judge that it would be appropriate or helpful to do so. In appropriate cases, and with the agreement of both parties, I may also seek the assistance of a co-mediator.
2. As a mediator I am impartial and seek to help both parties equally. I do not make judgments or express opinions about your individual or joint situation. My role is to assist you both to explore ways of reaching your own decisions about matters related to your future separate living.
3. Mediators provide legal and/or financial or other information in a neutral way in order to help you understand the options available to you. I do not provide any advice on your 'best interests' and the choices and the decisions remain yours to make.
4. All information or 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 one of you wishes to keep confidential.

### The Process

5. Where the issues are financial I will ask both of you to provide complete and accurate disclosure of all your financial circumstances, with supporting documents. I do not verify the completeness and accuracy of the information you provide but I will ask you 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 agreements based on incomplete information can be set aside and the issue 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 information having 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 you need to settle and proposals for settlement cannot be referred to in Court unless you both agree. However, if you have been referred to mediation by the Court you may be asked to waive your privilege so that the Court can be informed of any proposals for settlement.
8. You each agree not to call me to give evidence in Court.
9. If requested, I will draw up written summaries of your proposals for settlement (legally privileged) and open summaries of your finances.
10. These documents are provided to help you obtain independent legal advice before entering into a legally binding agreement. It is also to safeguard you from making a legally binding agreement without fully understanding how it may affect your own individual position.



### Confidentiality

11. Mediators have a professional duty of confidentiality with the following exceptions:

- (a) Where any person (particularly a child) is at risk of serious harm I have a duty to contact the appropriate authorities in line with the FMA Code of Practice.
- (b) Where I am required to make disclosure to the relevant authority under the Proceeds of Crime Act 2002 and/or the relevant money laundering regulations. I may also be under a linked obligation to do this without informing you and may have to discontinue mediation without further notice.
- (c) Exceptionally, I may disclose personal data in connection with the alleged or established commission of an unlawful act.
- (d) I am a processor of personal data for the purposes of the Data Protection Act 1998. You consent to the processing of your personal data for the purposes of the Agreement to Mediate. You understand that this includes the storage of your personal data for as long as is necessary in connection with the mediation. I may retain data for research and statistical purposes but in the understanding that, if used, you could not be personally identified.
- (e) My governing association's quality assurance standards require me to have my mediation files monitored. From time to time my Practice Supervisor and/or the Legal Service Commission may have sight of files. However, such access is strictly controlled and on a similar confidential basis.

### Charges

12. My private charging rate to a couple is £200.00 per hour plus VAT. There is no charge to clients who are eligible for public funding when Family Mediation in Sussex is paid direct by the Legal Services Commission. If only one client is publicly funded the other pays £100.00 per hour plus VAT, i.e. half the private charging rate. I shall ask you to pay at the end of each session. The charge for preparation of documents is at the same individual hourly rate.
13. In the event of a failure to attend a meeting without notice, or the cancellation of a meeting by either party with less than 24 hours notice, I shall be entitled to request a cancellation fee of £50.00 per party.

### Concerns and Complaints

14. My practice is governed by the Family Mediation Association and our mediations are conducted in accordance with its Code of Practice. Any concern you may have as to my practice should in the first instance be discussed with me. If it is not possible for us to resolve this you may refer it to our Complaints Officer: Mr Ian Garner, 3 Coach House Cottages, Hurst Lane, Sedlescombe, Battle TN33 0PE. If your complaint is still unresolved you should refer, in writing, to Family Mediators Association, PO Box 5, Bristol BS99 3WZ.

### Signatures of the Parties

15. I shall do my best to help you both. I ask you to show your integrity and 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:

Print Name:

Date:

I have read and understood the above:

Signed:

Print Name:

Date: