



## AGREEMENT TO MEDIATE

Family mediation offers you a constructive way to:

- discuss future arrangements
- resolve disagreements co-operatively,
- reduce harm and distress for you and your family and
- put young and vulnerable people first.

Family mediation is:

- voluntary - you are here by choice,
- a safe place to have difficult conversations,
- impartial - your mediator will not take sides or judge you,
- private and confidential and
- it allows you to stay in control of decisions, with guidance and information from your mediator

Mediation is an opportunity for you to co-operate in making effective decisions together about your separate futures and those of any children. By signing this agreement, you are making a commitment to do your best to:

- be respectful to each other throughout our discussions
- commit to the process constructively and co-operatively
- leave fault and blame out of our conversations
- focus on the future
- consider your own individual needs, the needs of each other and each child and the needs of the family as a whole
- work for the least possible emotional and financial upheaval

This Agreement sets out important information about how we will work together. Please read it carefully and make a note of any questions you may have and bring them to the first mediation session. We will ask you to sign this agreement at or before your first mediation meeting to confirm your understanding and commitment.

We are members of the Family Mediators Association (FMA) and Resolution. We are committed to providing you with the best mediation service for you and your family. As professional mediators we follow the Family Mediation Council (FMC) Code of Practice which can be found here [www.familymediationcouncil.org.uk](http://www.familymediationcouncil.org.uk).



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### Mediation is Voluntary

1. You are choosing to take part in mediation because you want to find solutions to family issues without going to court. Although your initial assessment with us may have been required by court, it is your choice whether to mediate.
2. You can end mediation at any time. We can also stop or pause mediation if we consider it is inappropriate to continue, but our reasons for doing so may have to remain confidential.

### Mediators are Impartial

3. Mediators 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 help both of you communicate with each other constructively.
4. We cannot act as mediators if we have prior knowledge of the situation through any previous involvement as lawyer, therapist or in any other professional or personal role.
5. Mediators provide legal, financial and other information in a neutral way to help you understand your responsibilities and the options available to you. We do not provide advice on your “best interests” or seek to make decisions for you. It is possible and often very helpful to you to have advice from a (or your own) solicitor during the course of your mediation so that you are able to make informed decisions and so that each of your solicitors (if you have them) is aware of how the mediation is progressing.
6. We try to make our services equally accessible to all; it is important to us that everyone in mediation is treated with equal respect.

### You make the Decisions

7. In mediation you are the only people who can make decisions about what is best for your family and you need to make them together. Mediators are there to help you explore the ways you can meet everyone’s needs and are responsible for managing the process to give you the best opportunity to do that. Any significant decisions arrived at in mediation (including any proposals you make together) will not usually be turned into a binding Agreement (generally a Consent Order) until you have each had the opportunity to seek advice on them from your solicitors which we will encourage you to do.

### Children and Young People come first

8. Young people have the right to be heard in all matters concerning their needs, their interests and their futures. If you have children, your mediators will help you focus on your shared parental responsibility to create arrangements that are likely to support their needs, interests, relationships and well-being, now and in the future.



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9. Mediators must encourage consideration of children's wishes and feelings, and can offer the opportunity for all young people aged 10 or above to have their voices heard directly in mediation, unless, exceptionally, the mediator considers that this is not appropriate.

### Mediation Provides a Safe Space

10. Mediation will only work if you are able to negotiate without risk of threat or harm. We ask you to let us know if at any stage you have any concerns about this or you find that you are too anxious to think clearly.
11. Our responsibility to keep you and your children safe will on occasions override all other considerations. This is equally true of our own safety as mediators. We may conclude that we cannot continue to mediate, for example, where there are allegations of abuse, intimidation or coercive control which cannot be managed safely. Mediators will not judge or find facts.
12. We all have a shared responsibility to ensure that conversations in mediation are free from discrimination and abuse and are conducted with respect and tolerance.
13. We do not mediate through e-mails, telephone calls or other correspondence, and discussions happen only in the mediation space, unless we have agreed otherwise.

### Mediation is Confidential

14. Mediators have a professional duty of confidentiality subject to the exceptions set out at para 23-25.
15. By signing this Agreement you also commit to keeping the mediation conversations private. Although we ask that you tell any professional adviser about the mediation, we also ask that you do not share the discussions with anyone else unless this has been discussed and agreed within the mediation, as such discussions might undermine what we are trying to achieve together. It is especially important not to share anything on social media or with any children or young people, unless this has been expressly agreed.
16. By signing this Agreement, you confirm that any email address provided to us is your own, and, as far as you are aware, cannot be accessed by anyone else.
17. By signing this Agreement you also commit to not recording the mediation sessions in any way; you also commit to destroying any recording that comes to your attention. In some circumstances, if everyone agrees in advance, some recording may be acceptable, for example taking photographs of flipchart notes.
18. During any online mediation, it is important that you are alone in the room you are using, somewhere calm and quiet where you can't be overheard, especially by any young people.
19. Discussions in mediation about proposals and possible terms of settlement are not legally binding and also cannot be disclosed to the court (except where you give your joint written consent; we strongly advise you to take legal advice before you give such consent.) We will usually prepare an interim or final confidential summary of arrangements for your children and your proposals for settlement of financial and property matters. This confidentiality protects the content of mediation and its outcome from disclosure to the court. If you are taking legal advice, a copy of your mediation summary can be shown to your solicitors to assist them in



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advising you. By signing this document, you each agree not to call the mediator/s to give evidence in court.

20. Your mediation conversation needs to be honest. We are unable to conduct a mediation where anyone refuses to allow us to share, with the other person, factual (and especially financial) information that is relevant to the choices that you need to make together in mediation. The rules about financial information are explained in more detail at paras 26 and 27. 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. If either of you tries to communicate with us privately about a mediation issue, without having agreed this in advance, we may share the communication with the other person. Normally the only communications that we have with you between sessions will be for administrative purposes.
21. We do not share our own personal notes made during the session, which are a memory aid for and belong to the mediator, although we will provide a confidential summary after each session.

### Confidentiality when mediating in separate spaces

22. Because mediation is confidential, you should feel free to be open about what you need to say to each other. However, when we work with you in separate spaces, whether for all or part of the time, these will be treated as private sessions, as if an extension of your separate assessment meetings, and we will agree with you what information or proposals you wish us to share.

### Exceptions to the general duty of confidentiality

23. Whenever we are made aware within a mediation that someone (particularly a child) is at risk of harm we have a duty to consider contacting the appropriate authorities. This may be without your permission or reference to anyone else in the family if there is a risk of immediate or increased harm.
24. We may disclose personal data in connection with an alleged or established unlawful act and, like other relevant professionals, we may be required to disclose to the government authorities information about any relevant criminal offence, without informing you.
25. 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 5 years after the mediation concludes. 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. By signing this Agreement you confirm that our practice supervisors, a complaints handler or the Legal Aid Agency may have sight of our files, and we confirm that access is strictly controlled and on a similarly confidential basis. More details can be found in our Privacy Policy which can be found on [www.minusonemmediation.com](http://www.minusonemmediation.com).



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### Open Financial and other Information

26. When there are financial issues needing settlement, we will 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, but all the financial information provided will need to be shared with both of you. 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.
27. 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.

### Fees, Payment and Cancellations

28. All fees are charged per person, per session and are payable upon receipt of invoice. Full and up-to-date details of our fees are set out at [www.minusonemediation.com](http://www.minusonemediation.com). Mediation sessions are booked for a fixed duration depending on the type of session.
29. All fees must be paid in cleared funds no later than 5 working days prior to the scheduled MIAM or mediation session. Where payment has not been received by this deadline, Minus One Mediation reserves the right to cancel or postpone the session at short notice.
30. A minimum of 3 working days notice is required for any cancellation or rescheduling. Where a session is cancelled less than 48 hours before the scheduled appointment, the fee for that session will not be refunded and a new session fee will be payable in order to rebook.
31. The preparation of any written documents, including a Memorandum of Understanding or Summary of Proposals, will only take place once acceptable proposals have been reached during the mediation process. Such documents will not be prepared or released unless full payment has been received from both parties, in accordance with the fees published on our website.

### Other information

32. We adopt an integrated and flexible approach to mediation. In some circumstances, if everyone agrees in advance, other people may be present, or we may make other changes to standard practice, such as the consideration of confidentiality in private spaces (see para 22 above). In such circumstances, we will ask all participants to sign an additional short document or to countersign this agreement.



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### Professional Standards, Concerns and Complaints

33. We hope you will consider that your mediation is being conducted to the highest standards as required by the FMA and FMC. Please raise any concern you may have with us first; we will hope to answer those concerns so that mediation can still proceed, and, if not, to resolve matters to your satisfaction internally and informally according to our own complaints policy. If that internal process is exhausted, you may complain to the FMC. A copy of our own complaints policy can be found on [www.minusonemediation.com](http://www.minusonemediation.com).

We understand and agree the above:

Signed .....

Signed .....

Print Name .....

Print Name .....

Date: .....

Date: .....

Signed .....

Signed .....

Mediator

Mediator

Date: .....

Date: .....