

Confidentiality Agreement & Policy

Confidentiality is a core principle of mediation and supports open, constructive discussions. This Confidentiality Policy explains how Mediation4Families and all participants should handle confidential information before, during, and after mediation.

Before any MIAM or joint mediation can commence all participants are required to sign the confidentiality agreement at the bottom of this form confirming their acceptance of this policy and its terms.

General principle

Information shared within the mediation process is treated as confidential to all parties and is used only for the purposes of the mediation, subject to the legal exceptions described below.

What is covered

Confidential information may include (without limitation):

- Information disclosed in mediation sessions, intake meetings, or preparatory communications.
- Documents or proposals shared for the purposes of the mediation.
- Administrative and scheduling information where it reveals details about the dispute or parties.
- Mediator notes and internal case records (subject to data protection and legal obligations).

Without prejudice nature of mediation

Mediation discussions are generally conducted on a “without prejudice” basis, meaning that proposals and discussions aimed at settlement may not be used as evidence in court or other proceedings. This supports frank negotiation. The precise effect of without prejudice privilege can depend on the circumstances and legal context.

Legal and safeguarding exceptions

Confidentiality may be limited where disclosure is required or permitted by law, or where safeguarding concerns arise. Examples may include:

- Where there is a risk of serious harm to a child or vulnerable person and disclosure is necessary to protect them.
- Where a court order, statutory requirement, or other legal obligation compels disclosure.
- Where information indicates serious criminal activity requiring reporting, depending on circumstances and legal duties.
- Where disclosure is necessary to establish, exercise, or defend legal claims.

Where feasible and lawful, Mediation4Families will aim to inform the relevant party before making a disclosure and will disclose only the minimum information necessary.

Sharing with participants and advisers

You consent and allow Mediation4Families to share relevant information with the other participant(s) where necessary for the mediation to proceed, and with your authorised advisers where you request this and where appropriate or with our Professional Practice Consultant/Senior Mediator or any Child Inclusive Mediator that we may use. We encourage participants to seek independent legal advice where needed.

Recording and transcripts

Online sessions are not video recorded. We use an AI tool to assist with producing a summary record of your meeting which is then shared with both parties for accuracy. This data is permanently deleted once you have approved the summary record.

Confidentiality of outcome documents

Any written documents (such as memorandums of understanding, summaries or proposals) will be handled in line with agreed confidentiality terms. Where documents are intended to be legally 'open' (for example, to support legal drafting by your solicitor), this will be clearly identified.

Data protection

Confidentiality sits alongside data protection law. Personal data is handled in accordance with our Privacy Policy, including appropriate security measures and retention practices.

Contact details

Mediation4Families

Email: mediate@mediation4families.online

Address: Mediation4Families Ltd, 5 Brayford Square, London, E1 0SG

Website: <https://mediation4families.online>

Your acceptance of these terms

I have read and understand the terms of this confidentiality agreement and agree to adhere to and be bound by them.

Name:

Address:

Signature:

Date:

This form must be returned to mediation4families before mediation begins