

AGREEMENT TO MEDIATE

Mediation4Families

The following sets out the basis for the mediations we undertake at **Mediation4Families** as members of the Family Mediators Association (FMA), a membership organisation of the Family Mediation Council (FMC). This Agreement incorporates the FMC Code of Practice (May 2018).

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

1. 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 an initial assessment meeting is required by the court, it remains your choice whether to mediate.
2. You may end the mediation at any time. We encourage you to raise any concerns first so we can explore whether they can be addressed.
3. Mediators also retain the right to end mediation if we consider that it is appropriate to do so.
4. We are committed to ensuring that each of you can negotiate safely and freely. Please tell us at any time if you have concerns about safety, intimidation, or your ability to speak openly.

2. Mediators are Impartial

1. We cannot act as mediators if we have prior knowledge of your situation through previous professional involvement. Although we may hold other qualifications, in this context we act only as mediators.
2. Mediators may provide legal, financial, and other information to help you understand your responsibilities and the options available. We do not provide legal advice or advice about your “best interests.”
3. As mediators, we are impartial and do not take sides. We will not make decisions for you, judge your behaviour, or impose outcomes.

3. Clients Make the Decisions

1. You are responsible for the decisions you make in mediation. The mediator manages the process, but you decide what proposals to make and whether to reach agreement.

4. Children, Young People and Mediation

1. Where there are children, we have an obligation to help parents focus on their parental responsibilities and to develop arrangements that support the children's needs, interests, relationships, and well-being.
2. We will encourage consideration of children's wishes and feelings. Young people aged 10 or above may be offered the opportunity to have their voices heard directly through Child-Inclusive Mediation, if they wish.

5. Mediation is Confidential

1. Mediation is confidential. You must not share discussions with others, including on social media or with children, unless expressly agreed.
2. Unauthorised recording of mediation sessions is not permitted and may lead to termination of the process. Limited recording (e.g., photographs of a flip-chart) may be allowed only if agreed in advance.
3. Discussions about proposals and possible settlement terms are "without prejudice," meaning they cannot be disclosed to the court except as explained in paragraph 16.
4. You agree not to call the mediator(s) to give evidence in court.
5. At your request, we can prepare interim or final confidential summaries of arrangements or proposals. These are prepared on a "without prejudice" basis.
6. Confidentiality protects the content and outcome of mediation from disclosure to the court unless you both give joint written consent. If you are taking legal advice, your mediation summary may be shared with your solicitors.

6. Exceptions to Confidentiality

1. If an allegation is made that someone—particularly a child—is at risk of harm, we have a duty to contact the appropriate authorities, with or without your permission.
2. We may be required to disclose information about the commission of a relevant, previously undisclosed criminal offence.
3. Exceptionally, we may disclose personal data in connection with an alleged or established unlawful act.
4. We are "processors" of personal data under the General Data Protection Regulation. You consent to us processing your data for the purposes of this Agreement.
5. Our quality assurance standards require monitoring of mediation files. Supervisors or the Legal Aid Agency (for legally aided cases) may have access on a strictly confidential basis.

6. Unless otherwise agreed, information including correspondence and emails will be shared openly with both of you.
7. Information may also be disclosed for the purpose of investigating a complaint.

7. Open Financial Information

1. Where financial issues require settlement, you must each provide full and accurate financial disclosure with supporting documents. We do not verify the information provided.
2. Financial information is provided on an “open” basis, meaning it may be shared with legal advisers and referred to in court.

8. Professional Standards, Concerns and Complaints

1. Our mediations are conducted in accordance with the FMC Code of Practice and the professional standards of the Family Mediators Association.
2. By signing this Agreement, you give advance consent for the mediation file to be released to a complaints handler if required.
3. Any concerns should be raised with us first so we can attempt to resolve them informally.
4. Copies of all relevant documents are available on request.

9. Charges and Terms of Business

1. Our most up-to-date charges are set out on the ‘Online Booking’ page of our website.
2. You can see our policy on cancellations and refunds, including rescheduling on the ‘Policy’ section of our website.

We will do our best to support you both. We ask you to show respect to each other, the mediator and to commit to the mediation process.

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By signing this document, I acknowledge that I have read the Agreement to Mediate document and have been informed about the mediation process, the way it works and the expectations all parties have of each other.

I confirm that I understand:

- the confidential nature of the process and the legal duty that mediators have to declare safeguarding concerns or other criminal concerns to the appropriate authorities.
- that mediation outcomes can vary from a clear set of proposals that may go back to everyone's solicitor to form a consent order, through to outcomes where the areas of agreement and disagreement have been clarified or narrowed to allow for further work with solicitors outside the mediation process.
- that the success of mediation depends on maintaining a problem solving, future facing mindset.

Signatures

CLIENT 1

Name	
Signature	_____
Date	___ / ___ / ____

CLIENT 2

Name	
Signature	_____
Date	___ / ___ / ____

