



AGREEMENT TO MEDIATE IN FAMILY MEDIATION

The following terms provide the basis for mediation sessions conducted by ASMADR. Austin Chessel of ASMADR is a family mediator and is regulated by the Family Mediators Association (FMA). For your reference, the FMA website address is www.thefma.co.uk. Please read the terms of the following agreement with care. If you have any questions or queries, please raise these at your first session. During that session you will be asked to sign this document as an indication of your commitment to the mediation process and to the terms of this agreement.

What mediation isn't!

1. Contrary to popular misconceptions, mediation is not therapy, counselling, marriage guidance or the provision of legal advice. Instead, family mediation is a process in which an impartial third person (the mediator) assists those involved in family breakdown, and in particular, separating or divorcing couples, to communicate with one another and reach their own agreed and informed decisions concerning some, or all, of the issues relating to separation, divorce, children, finance or property.

The principles of mediation

2. Mediation is **voluntary** for all participants, including the mediator. Mediation relies upon a willingness to explore and achieve resolution of issues in dispute. As a mediator, I also reserve the right to suspend or terminate the process if I feel this is appropriate. In certain cases, I may also seek the assistance of a co-mediator.

3. At all times I will be **impartial**. I will not make judgments or express opinions about 'right' and 'wrong'. I will provide assistance to all parties equally and without bias. I will assist you to explore issues and develop solutions in your own time and in your own way.

4. **I will not provide you with legal or financial advice.** However, I can provide you with information in a neutral way to assist you in understanding and exploring your options. I can also provide referral to other services, if required. You are entitled to seek legal advice at any stage of the process. If I am engaged as a mediator, I will have no involvement in any legal

proceedings involving the same participants or where there may be any conflict of interest whatsoever.

5. The success of the mediation process relies on **full and frank disclosure** of financial and other information within the sessions. Therefore, unless otherwise agreed in relation to an address or a telephone number, information and correspondence related to the mediation sessions will be shared openly with both participants.

6. Mediation is designed to assist participants to develop their own solutions and agreements. No decision is imposed on anyone.

7. If children are a relevant consideration within mediation sessions, I will, of course, have special concern for their welfare.

The Mediation Process

8. Mediation is not a forced process. Most disputes require 3 – 5 sessions but this completely depends on the particular circumstances in each case.

9. The intake session is designed to assess the appropriateness of mediation for the particular dispute, to offer a chance to ask any questions about the process and to provide an estimate of likely costs. This session can be attended alone or by both participants together.

10. If there is a financial dispute – and as part of the process - you will be asked to provide complete and accurate financial disclosure. The accuracy of this information will not be verified by the mediator. Any financial disclosure provided will be available to your legal advisers and may be referred to in court proceedings: this simply avoids the need for financial information to be repeated, often at additional cost.

11. The discussions within the mediation sessions are 'without prejudice' and are legally privileged. This means that these discussions cannot be referred to in court proceedings without both participants' consent.

12. All participants must agree not to call the mediator to give evidence in court proceedings.

13. If requested, the mediator will draft a written summary of any settlement proposals and/or a summary of the financial disclosure provided. These documents can help you to obtain independent legal advice before entering into a legally binding agreement.

14. As a neutral mediator, I will not correspond with you in between mediation sessions.

15. You are advised to inform your solicitor of the appointment of a mediator.

Confidentiality

16. As outlined above, as a mediator I am under a duty of confidentiality subject to the following exceptions:

a. Where any person (in particular a child) is at risk of harm, a mediator is under a duty to inform the appropriate authorities;

b. Where a mediator is required to make disclosures under the Proceeds of Crime Act 2002 an/or relevant money laundering regulations;

c. A mediator is a 'processor' of personal data for the purposes of the Data Protection Act 1998. You consent to the mediator processing your personal data and understand that this includes the mediator retaining and storing personal data for as long as is necessary in connection with this agreement;

d. A mediator's quality assurance standards require monitoring of mediation files. Periodically, a practice supervisor may be required to have sight of these files, but access is strictly controlled and on a similar confidential basis.

e. If the mediator learns of threats to the safety of other individuals, and especially children, or there are indications that another crime is about to be committed, the mediator may be forced to share such information with the appropriate authorities regardless of other duties of confidentiality.

f. If specific threats are made, or if it becomes clear that there is a specific threat of harm or violence, this might be a criminal matter. In these circumstances, the mediator has an obligation to disclose details of such criminal threats which may well overrule the otherwise very high level of confidentiality.

Charges

17. I operate a transparent and cost-effective charging scheme.

18. The intake session will last about 45 minutes to an hour per person and is charged at £210 plus 20% VAT per person.

19. Mediation joint sessions thereafter are charged at £260.00 plus VAT per person per 90 minute session.

20. The preparation of written or financial summaries is charged at £850.00. plus VAT. If alterations are made after the agreement is drafted there may be additional charges.

21. Fixed-fee rates for half- or full-day sessions are available on request.

22. Work will commence on receipt of payment and acceptance of the terms of this agreement.

Payment

23. Payment is to be made 5 working days in advance of the appointment.

Flexibility

24. Mediation is necessarily a flexible process: that is one of its key strengths. Therefore, no set limit can be placed on how long a single session or the overall process may last. This depends on the level of disclosure of information, the particular circumstances of each case and the nature of the dispute itself.

Cancellation

25. In the event of cancellation within 5 working days (excluding weekends and public holidays) a cancellation fee will be charged to the party or parties cancelling the meeting.

Concerns and complaints

26. As a mediator, the practice is governed by the Family Mediators' Association (FMA). Mediation sessions are conducted in accordance with the FMA Code of Practice. The Code is available for viewing on the FMA website: www.thefma.co.uk.

In the event of the complaint this should be made in writing to the mediator. The mediator will respond to your complaint within 10 days. If you are not satisfied with the outcome, the mediator will then refer you to their supervisors.

27. I trust that you will be satisfied by the mediation services offered. You will be provided with an explanation of the complaints procedure in the first mediation session (details also available on the FMA website and from the FMA Board (Family Mediators Association, Grove House, Grove Road, Bristol BS6 6UN).

28. Terms for Mediators for online mediation

- a. We will not audio or video record any mediation session, and nor will you. We will check with you that neither you, nor anyone on your behalf, will do so.
- b. We may terminate online video mediation if there is inadequate quality of connection or a breach of this agreement may have occurred.
- c. We may suspend the mediation if there is any remote interruption and will restart the online session once satisfied that any interruption has been resolved and that it remains appropriate to continue following such interruption.

29. Terms for Participants for online mediation

- a. Only the people who have signed this agreement to mediate online may be present in the same rooms used by the participants during any online video mediation session. You will confirm that you are not able to be overheard from your location.
- b. You agree to do all you can to ensure that you are not interrupted during online video mediation by anyone else such as children, relatives, pets, deliveries.
- c. You agree to turn off or put to silent any phones, tablets or computers, and disable any alerts announcements or notifications of texts, emails, tweets or other social media activity, and close all or any other open application.
- d. You agree to there being no live or deferred video or audio relay of the online mediation to third participants.
- e. You agree not to video or audio record any online session.
- f. You assign all intellectual property rights in the online video mediation sessions to the mediator.
- g. If you create any video or audio recording of the online mediation, inadvertently or otherwise, you undertake to destroy any such recording as soon as you become aware of its existence.
- h. Online video family mediation is a without prejudice process to seek a negotiated settlement.

30. Guidance on Equipment & Connection for online mediation (as at September 2016)

NOTE: It is acknowledged that technology is changing rapidly and this specification may quickly become out of date.

Minimum recommended specifications for hardware and software (mediators and participants):

- The latest version of the chosen webcam software for your device (most software will be supported to 2 major releases prior to the current one)
- A high-speed broadband connection (see below)
- High-quality or HD webcam
- Microphone and speakers (built-in or external headset with microphone)
- A desktop/laptop with a 2 GHz dual core processor or greater
- The latest version of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Safari

- Minimum suggested broadband connection:
- Minimum download speed 2Mbps / Minimum upload speed 1Mbps

Conclusion

31. As a mediator, I will do my best to help you to define the issues in dispute, identify areas of agreement, explore the available options and assist you to develop workable and sustainable solutions. In return, I ask for your sincere commitment to the process.

32. If you would like any further information or to discuss ASMADR services, please don't hesitate to contact the ASMADR director Paul Sandford by email or telephone.

Paul Sandford Tel: 07476 279 307

Email:

Signed_____

Dated_____

Signed_____

Dated_____