

## Agreement to Mediate



Names:

We have decided to use mediation to resolve issues between us and make our own plans for the future. Any proposals we reach may be written in a Memorandum of Understanding or Outcome Statement.

1. By signing this agreement, we express our sincere intention to attempt to:
  - ◆ Be fair to each other throughout mediation
  - ◆ Leave fault and blame out of the negotiations
  - ◆ Be co-operative in resolving disagreements
  - ◆ Consider our 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 for all concerned
2. We understand that mediation is voluntary and could be stopped at any time by either of us or by the mediator
3. We understand that all communications, (except the disclosure of financial information) to which the mediators are party, are made solely for the purpose of attempting to reach a settlement and are made on the basis that the communications are both (a) confidential and (b) will not be referred to in evidence in any court proceedings about the same issues. They will not be used in affidavits or statements.

The exception to this confidentiality is where a child or any other person is at risk of serious harm. In these exceptional circumstances, the mediator would normally seek to discuss the action to be taken with each of us before taking any action to contact the appropriate authorities.

If the mediator has reason to believe that either party has benefited or may benefit from the proceeds of any crime, there may be a duty to make a report or to terminate the mediation

We understand that we are not able to audio or video record any mediation session.

4. We will not call the mediator as a witness, nor require him/her to produce in evidence any records or notes relating to the mediation or assessment meeting in any litigation or other legal process connected with the issues being considered in this mediation.
5. **Finance and Property mediation only.** During the course of mediation, we agree that:
  - ◆ We will make full, frank and true disclosure of finances and provide all supporting documentation.
  - ◆ We will not transfer charge, conceal or otherwise dispose of any assets except for the purpose of providing for living necessities and expenses in the ordinary course of business.
  - ◆ We will not make any further charges under any charge account for which both of us are legally responsible, unless mutually agreed upon.
  - ◆ Financial disclosures are made on the basis that they are confidential to the Service but may be disclosed to our solicitors and may be used in evidence in Court.

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6. We agree to pay the Family Mediation Service according to their scale of charges.
7. Payment will be made in advance of each session. If one of us is unable to keep a scheduled appointment, she/he will notify the other and the Service at least 3 working days in advance. If 3 working day's notice is not given, we accept that we will be liable to pay a charge for the appointment not kept. Payment for the preparation of Open Financial Statements and Memorandum of Understandings will also be paid in advance.
8. We acknowledge that at no time will we receive financial, legal or other advice from the mediators or the mediation service.
9. We acknowledge that we have been told of the advantages of having separate solicitors to whom we will refer before, during and at the end of mediation as appropriate. Our partnership with local solicitors is very important to us and for further information on how we work with local solicitors, please see <https://www.midmediation.org.uk/useful-links/>
10. If a Memorandum of Understanding or Outcome Statement is prepared, we acknowledge they are not legally binding documents. We can instruct our solicitors to prepare a legally binding document based on the Memorandum of Understanding or Outcome Statement.
11. If difficulties should arise in consultation with solicitors, we will notify the mediator of the need for further discussions.
12. To maintain quality, MID's files may be subject to audit by the Legal Aid Agency (LAA). Any LAA representative reviewing files is bound by legal requirements of confidentiality.
13. By signing this agreement, we agree that the Family Mediation Service will hold securely, in any appropriate form, information which is relevant to our case, in accordance with legislation and industry best practice.
14. In the event of a formal complaint being made, the file may be released to an independent representative of National Family Mediation (NFM) and/or of the Family Mediation Council (FMC) to investigate the complaint. A formal complaint at MiD has to be submitted within 3 months of mediation having finished.
15. For quality and training purposes, mediators may refer to information in case files provided that clients are not identified in any materials used.
16. **We understand that mediators do not communicate directly with us outside mediation sessions. This is so we can both be assured that the mediator is acting impartially in the sessions. If we have a question about the mediation process or any practical issues about preparing financial information, we will send this in an email to the MiD Office but we understand that any responses will normally be copied to both of us. As mediators work on a sessional basis, we understand it may take up to 5 working days to receive a reply.**

Signed: ..... Date:.....

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