

Victoria Scott Mediation

Agreement to Mediate

The Principles

1. Mediation is voluntary. You come because you want to try to reach resolution of issues in dispute but you have the right to end the mediation if you wish. The mediator also retains the right to end the mediation if she feels that it would be appropriate or helpful to do so. In appropriate cases and with the agreement of both parties, the mediator may also seek the assistance of a co-mediator.
2. As mediators we are impartial and seek to help both parties equally. We do not make judgements or express opinions about who may be right or wrong, and we do not take sides. We help you to reach your own decisions about your futures.
3. Mediators provide legal and financial information in a neutral way to help you understand the options available to you. We do not provide advice on your “best interests” and the choices and decisions are yours.
4. All information including correspondence from either of you will be shared openly with you both. All email correspondence will be shared with both clients. The only exception to this is an address or telephone number which either of you wishes to keep confidential.

The Process

5. If necessary, we ask you both to provide complete and accurate disclosure of all your financial circumstances, with supporting documents. We do not verify the completeness and accuracy of the information provided, but you will be asked to sign and date a statement confirming 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.
6. 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 any need for the information to be provided twice.
7. The actual discussions about possible terms of settlement are understood to be legally privileged. This means that your discussions about the issues between you and proposals for settlement cannot be referred to in Court unless you both agree. But, if you have been referred to mediation by the Court, you may be asked to agree to waive this legal privilege, so that the Court can be informed of any proposals for settlement.
8. You each agree not to call the mediator(s) to give evidence in Court.
9. If requested, mediators will draw up written summaries of your proposals for settlement (legally privileged) and “open” summaries of your finances. These summaries can be used as non-binding stand alone records of your mediation or can be taken to your solicitor to form the basis of a legally binding Consent Order.

Confidentiality

10. Mediators have a professional duty of confidentiality with exceptions:
 - a) Where any person (particularly a child) is at risk of serious harm we have a duty to contact the appropriate authorities.
 - b) Where we are required to make disclosure to the appropriate government authority under the Proceeds of Crime Act 2002 and/or relevant money laundering regulations. We may also be under a linked obligation to make such disclosure without informing you and may have to discontinue the mediation without further notice.

c) Exceptionally, we may disclose personal data in connection with the alleged or established commission of an unlawful act.

d) We are “processors” of personal data for the purposes of the Data Protection Act 1998. You consent to our processing your personal data for the purposes of this Agreement to Mediate. You understand that this includes our retaining and storing your personal data for as long as is necessary in connection with this Agreement. We may retain data for research and statistical purposes but on the understanding that if used it has been stripped of all features from which you could be personally identified.

e) Our practice’s quality assurance standards require us to monitor our mediation files. Periodically, our practice supervisors and / or the Legal Services Commission may have sight of our files, but access is strictly controlled and on a similar confidential basis.

Charges

11. For Mediation Information and Assessment Meetings (MIAMS), my charging rates are £87.50 per person per hour, to be paid at the beginning of the session by cheque or cash on the day or via bank transfer in advance.

A mediation session is charged at £120 per person, to be paid at the beginning of the session by cheque or cash or via bank transfer in advance.

Preparation of documentation (where required)

Parenting Plan - £150.00

Memorandum of Understanding- £200.00

Open Financial Summary - £250.00

Late Cancellation / Rescheduling

If you or your former partner wish to cancel or reschedule an appointment please inform the mediator as soon as possible. If you do not attend a session the full rate of the session will still be charged.

Concerns and Complaints

12. Our practice is governed by the Family Mediators Association (FMA) and mediations are conducted in accordance with the FMC Code of Practice (copy available on request). We have a complaints procedure, a copy of which may be obtained from us or the Family Mediators Association, P.O Box 5, Bristol BS99 3WZ .

Any concern you may have as to our practice should be raised with us in the first instance and thereafter, if unresolved, in writing to the Family Mediators Association. In this event, you are, by signing this, also agreeing to the release of the file to the complaints adjudicator.

13. We shall do our best to help you both. We ask you to show your commitment to the mediation process and to co-operate as fully as possible in looking for workable solutions.

I have read and understood the above:-

Signed:

Signed: