

# 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.

