



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. Mediators also retain the right to end the mediation if they consider that it would be appropriate or helpful to do so. In appropriate cases a mediator may involve a co-mediator at no extra cost to you.
2. As mediators we are impartial and seek to help both parties equally. We do not make judgments 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 both of you. The only exception to this is an address or telephone number which either of you wishes to keep confidential.

Confidentiality

5. Mediators have a professional duty of confidentiality with exceptions:
 - (a) Where any person (particularly a child) is alleged to be at risk of serious harm we have a duty to contact the appropriate authorities.
 - (b) 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. This includes our retaining and storing your personal

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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 before being used for this purpose all identifying details would have been removed.

- (c) Our quality assurance standards require regular review of our files. Periodically our practice supervisors and/or the Legal Aid Agency may have sight of files, but access is strictly controlled and on a similarly confidential basis. In signing this agreement you agree to us releasing your file for this purpose.
- (d) 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.

The Process

- 6. Where relevant 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 disclosure can be set aside and the issues re-opened.
- 7. 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.
- 8. The actual discussions about possible terms of settlement are 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. You will not 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 help each of you to obtain independent legal advice before entering into a legally binding agreement.
10. You are reminded that at all times it is open to you to seek independent legal advice at any time and some financial help for independent legal advice is available to those clients who are publicly funded.

Charges

11. If you are eligible for public funding then mediation will be free to you. We will assess your eligibility for public funding at the first meeting. If you are not eligible for public funding then you will be responsible for our private charges.
12. Our charges are £125 plus VAT *per hour, per person*, payable in advance of each session. There would also be a charge for written summaries or memoranda of understanding of £125 plus VAT *per person* for each document.
13. If one party is eligible for public funding and the other party is not then the first session of mediation and the MIAM appointment will be free to both parties.

Concerns and Complaints

Although we may have other qualifications we act only as mediators and no other organisation is involved in the mediation.

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. Any concern you may have as to our practice should be raised with us in the first instance by contacting Gill Kane, our Complaints Director, who will acknowledge your issue within 5 days. If unresolved, this matter can be raised, in

writing, to the individual mediator's member organisation. In this event, you are, by signing this, also agreeing to the release of the file to the complaints adjudicator

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

I understand and agree to the above.

Signed

Dated:

Signed

Dated: