



AGREEMENT TO MEDIATE

The following terms are the basis for mediation conducted by Staffordshire Mediation Mediators regulated by ADRg. Please would you read each point carefully, noting any questions you may have to discuss with your Mediator. You will be asked to sign this document as an indication of your commitment to the process and the terms listed.

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 he or she judges 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 judgments or express opinions about who might be right or wrong and we do not take sides. We help you to reach your own decisions about your futures.
3. Mediators may 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. Unless otherwise agreed, or in relation to an address or telephone number which you wish to keep confidential, all information including correspondence from you will be shared openly with you both.

The Process

5. 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 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 without prejudice and 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 help each of you to obtain independent legal advice before entering into a legally binding agreement.



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 and/or any other law.
- 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 standard require us to monitor our mediation files. Periodically our practice supervisors and/or the Legal Aid Agency (in relation to any publicly funded mediation) may have sight of files, but access is strictly controlled and on a similar confidential basis.

Charges

11. Unless otherwise agreed, our charging rates are £100 for the initial meeting with each client, which will usually last about 45 minutes and £300 for joint sessions, which will usually last around 90 minutes. In relation to these costs, they are ordinarily shared equally between the clients, unless otherwise agreed. Staffordshire Mediation will also draft the following documents at your request; Memorandum of Understanding, Parenting Plan and Financial Summary, each document costs £200. For the signed MIAMS form there will be a £100 charge. Finally, we will also be able to discuss Legal Aid with you and whether you may be eligible.

Concerns & Complaints

12. Our practice is governed by the ADR Group Family and mediations are conducted in accordance with the ADRg Family Register's Code of Practice. We have a complaints procedure, a copy of which may be obtained from your Mediator(s) or from ADR Group, Grove House, Grove Road, Bristol BS6 6UN, or via the website at: www.adrgroup.co.uk

13. 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 have read and understood the above:

Signed	
Name:	
Date:	

Signed	
Name:	
Date:	