



Code	AM.001
Title	Agreement to Mediate
Status	Active
Prepared by	Stuart Hanson
Approved by	Jan Coulton
Date Approved	29.06.18
Revision Number	Version 1.1
Date last amended	29.06.18
Date of next review	29.06.20
Contact Officer	Stuart Hanson
Distribution Status	Controlled



AGREEMENT TO MEDIATE

with Direct Mediation Services (DMS)

Case Reference:

We, AND have decided to use DMS to enable us to agree arrangements for our children/our finances/our children and financial arrangements.

1. During mediation we will:
 - a) Treat each other respectfully and show each other courtesy.
 - b) Be fair to each other throughout the mediation process.
 - c) Leave fault and criticism out of our discussions.
 - d) Co-operate in resolving disagreements.
 - e) Think about each other's needs and the needs of our family as a whole.
 - f) Try to reduce the emotional and financial distress caused to our family.
 - g) Keep the content of the mediation confidential – this includes all forms of social media.
 - h) We will not record the mediation meeting using a mobile telephone or other electronic device.
2. We will:
 - a) Make full and frank disclosure of all our joint and individual finances and provide all the paperwork which relate to these. We understand the financial information provided can be referred to in any future court proceedings.
 - b) Not take out any debt, transfer or dispose of any assets, except for everyday living expenses, unless we both agree.
3. We will not contact the Mediator, or talk about issues in mediation with the Mediator, except during the sessions, unless we both agree. We understand a Mediator may however, talk to us separately about the mediation process.
4. We understand all the discussions within mediation with DMS are:
 - a) **Confidential.** The exceptions to this are information which relates to safeguarding of children and the Proceeds of Crime Act 2002.
 - b) **Privileged.** This means, we cannot refer to any discussions or proposals suggested or discussed by either of us in in any future court proceedings and we cannot call the Mediator as a witness.
5. We understand if DMS prepares a Memorandum of Understanding (MOU) this is not a legally binding agreement until it is formally offered and accepted in legal correspondence. The MOU can form the basis of a Consent Order or Separation Agreement, which our solicitors will prepare.
6. We understand the Mediator will end the mediation session if either of us asks, or if the Mediator thinks it is appropriate.
7. We have been told that it is sensible to consider obtaining independent legal advice from solicitors during and after the mediation is completed. We understand the Mediator can only provide factual and legal information, not advice.
8. If either of us cannot keep a mediation appointment, we will inform the other person and Direct Mediation Services, giving at least forty-eight hours' notice. DMS reserve the right to charge for missed appointments. **We have been informed of and agree to the DMS Cancellation and Payment Policy.**
9. We have been shown and agree to the DMS Data Protection Policy regarding how our data will be used and processed.

Agreement to Mediate	AM.001	Version 1.1
Prepared by: Stuart Hanson	Approved by: Jan Coulton	Page 2 of 3



FUNDING: BOTH PRIVATE BOTH LEGAL AID ONE PRIVATE/ONE LEGAL AID

Name: _____

Name: _____

CONSENT:

I/We **give our consent / do not give our consent** to the Legal Aid Agency Auditors seeing our file as part of their quality checks. *Please note, a refusal to consent will not prevent us from providing mediation and will have no bearing on the service we offer.*

If you are eligible for Legal Aid Direct Mediation Services' charges will be met by the Legal Aid Agency.

We have read, understand and accept Direct Mediation Services' charging and payment policy for their services and agree their charges as set out below:

Direct Mediation Services will charge:

- Private Hourly Rate - £120 per person per hour (inclusive of VAT).
- Charging for drafting of documents (e.g. MOU/Open Statement of Financial Information/Mediation Summary) will be made according to the time taken.

Sessions will be for a minimum of 1 hour.

Direct Mediation Services will prepare an invoice prior to each meeting for each private paying client and payment is required in full before the meeting. Credit cards will incur an addition 2.9% charge, which reflects the processing charges. There is no charge for debit cards. Direct Mediation Services reserves the right to cancel an appointment if payment has not been made in full before the meeting.

Mediator: _____

Membership Organisation: College of Mediators Family Mediators Association

The Law Society Other

The practice of the Mediators at Direct Mediation Services is governed by their membership organisation indicated above and mediations are conducted in accordance with the Family Mediation Council (FMC) Code of Practice.

Any concern we may have as to the practice of the Mediator will be raised with them in the first instance. It is the policy of Direct Mediation Services to resolve matters internally and informally according to Direct Mediation Services' complaints policy. If this is not possible we are aware we can complain in writing to the relevant Membership Organisation whose complaints procedures are available on their websites. We consent to release the mediation file to the Membership Organisation (and if necessary the FMC) should either of us wish to escalate a complaint.

SIGNED: _____ DATED: _____

SIGNED: _____ DATED: _____

SIGNED: _____ Mediator on behalf of Direct Mediation Services.

Agreement to Mediate	AM.001	Version 1.1
Prepared by: Stuart Hanson	Approved by: Jan Coulton	Page 3 of 3