



Online & Telephone Meetings – Terms and Conditions

These special terms and conditions apply where clients of Family Matters Mediate Ltd request that a mediation, or a Mediation Information Meeting (MIAM), is to be conducted by telephone or over an online service. The word 'Call' used below refers to the relevant telephone or online communications between Family Matters and you as a participant.

During the Call

You agree to do all you can to give the Call your full attention. You will ensure that you are not interrupted during the Call by anyone else such as children, relatives, pets, deliveries.

You agree for the whole duration of the call to turn off or put to silent any other phones, tablets or computers, and turn off any alerts announcements or notifications of texts, emails, tweets or other social media activity, and close all or any other open application other than that required for the Call.

Confidentiality provisions

The discussions in the Call are confidential between you and Family Matters. The exceptions to this are information which relates to safeguarding of children and the Proceeds of Crime Act 2002, for which we may disclose information to the appropriate authorities.

You should ensure that the Call takes place in a place where it will not be overheard or interrupted.

Only the Mediator and you will be present in the rooms during the Call, unless the Mediator and the other Call participants have all agreed to anyone else being present.

Neither you nor the Mediator will:

- (a) create any electronic, video or audio record of the Call; or
- (b) make or allow any live or deferred video or audio relay of the Call to others.

IF this takes place the mediator will end the call and mediation would stop and the MIAM would end.

Privacy Notice

You can find details of our data protection arrangements and how we process you data in our Privacy Policy which is available on our website. [Click here](#) for the webpage.

You have informed of your preference for a Call rather than a face to face meeting with us. Under our agreement you are consenting to use the services of a third-party service provider for your Call, for example Microsoft's 'Teams', Facebook's 'WhatsApp' or Apple's 'FaceTime.' You acknowledge that Family Matters has no control over or responsibility for the way any such service provider may use your data. You should refer to the websites of the relevant service provider for their privacy policies.



Connectivity problems and other interruptions

It is your responsibility to ensure that your device is equipped with the necessary and latest versions of the software for the Call, that you have access to a network, and that your device is fully operational.

If:

- (a) the connection for the Call cannot be made at the appointed time or audio or visual contact is lost during the Call; or
- (b) the Call is interrupted for any other reason

the Mediator may suspend the Call and re-start it once satisfied that any interruption has been resolved and that it remains appropriate to continue the Call. The Mediator will make 3 attempts to resume the Call over a 10 minute period.

If the Call cannot be properly connected within that 10 minute period the Mediator may decide to re-schedule the Call for later that day or on another day.

Early termination of Calls

The Mediator may terminate the Call if

- (a) you are not giving it your full attention to or not actively participating;
- (b) you contravene the confidentiality provisions above; or
- (c) you are abusive or threatening to the Mediator or anyone else participating in the Call.

There will be no refund of fees if the Call is terminated for any of these reasons.