

# Family Matters Mediation

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## AGREEMENT TO MEDIATE

**This is a three-way agreement between Family Matters Mediate Limited ('Family Matters') and the two parties to mediation.**

**We agree to use a Family Matters Mediator ("the Mediator") to help us to try to agree arrangements with the other person for our child/ren / our finances / our child/ren and financial arrangements. We understand that this agreement is legally binding on us, and we must pay all the fees due to Family Matters Mediate Limited.**

## **CONDUCT OF THE MEDIATION**

### **1. We will:**

- a. Give our full attention to the mediation meeting and not attempt to work or engage with others during meeting, unless otherwise agreed with the Mediator.
- b. Treat each other and the Mediator respectfully, be fair to them and show them courtesy.
- c. Leave fault and criticism out of all our discussions.
- d. Co-operate in good faith in trying to reach agreement.
- e. Be open, transparent and truthful at all times throughout the mediation process in what is said. Any documentation provided by us will be complete, accurate and not presented in a misleading way.
- f. Think about each other's needs and the needs of our family as a whole.
- g. Try to reduce the emotional and financial distress caused.
- h. Keep the content of the mediation confidential – this includes all forms of social media. Posting details of the mediation on social media is a serious breach of this agreement and will mean the Mediator can end the mediation process.
- i. Not make any form of sound or video recording or broadcast of our discussions without the Mediator's permission. This includes any form of internal security cameras.

### **2. We understand that all the discussions within mediation with Family Matters are:**

- a. **Confidential.** The exceptions to this are information which relates to safeguarding of children and adults at risk of harm, and the Proceeds of Crime Act 2002. The Mediator's professional responsibilities which relate to confidentiality and the circumstances when disclosure of information for safeguarding or other purposes can take place are described in Section 5.2 the [FMC Code of Practice for Family Mediators](https://www.familymediationcouncil.org.uk/us/code-practice/) (<https://www.familymediationcouncil.org.uk/us/code-practice/>).
- a. **Privileged.** This means we cannot refer to any discussions or proposals suggested or discussed by either of us in any future court proceedings and that the Mediator cannot be required to give evidence or produce any notes or records made in the course of the mediation, unless the participants agree to waive the without prejudice basis on which the Mediation is conducted or the law imposes an overriding obligation of disclosure upon the Mediator.

### **3. We understand that:**

- a. The Mediator's role is to facilitate our discussions during the mediation meetings. The Mediator will be under no obligation to discuss documents, issues in dispute, proposals or anything else other than scheduling of appointments with the parties individually *before* or *in between* mediation meetings, whether on the telephone, by email or in other forms of correspondence.
- b. The role of the Mediator is not to make findings of fact about matters that are in dispute between the parties. The mediator will remain impartial and neutral.
- c. The mediation summary prepared after mediation is intended to help us to obtain legal advice. It is a confidential and legally privileged document and cannot be referred to in the court process. It is not a word for word report and will contain only what the Mediator considers are the key points from our discussions. Any changes to the mediation documents will only be made at the Mediator's discretion and at the next appointment.

- d. It is sensible to think about obtaining independent legal advice from solicitors during and after the mediation is completed. We understand the Mediator can only provide factual information, not legal advice. We will notify any legal advisors acting for us of the appointment of the Mediator.
- e. The Mediator will end the mediation process if either of us asks, or if a person breaches the terms of this agreement, or if the Mediator believes it is for any reason not appropriate for it to continue. (Such reasons might include for example: either person behaving aggressively, or a safeguarding concern arising about a child or adult at risk of harm, or an accusation of bias against the Mediator, or the Mediator considers he or she is no longer able to assist in the resolution of the dispute. This is not an exhaustive list). The Mediator may not be able to share the reasons for withdrawing the service to maintain the confidentiality of both parties. Any refund of fees will be at the discretion of Family Matters
- f. If Family Matters prepares a Memorandum of Understanding (MOU) or Parenting Plan this is not a legally binding agreement. We understand that it is our responsibility to obtain legal advice on making any agreement legally enforceable through a Court Order or a Separation Agreement.

When mediation meetings take place with the parties located in separate rooms or separate online meetings ('shuttle mediation') financial or other relevant data disclosed to the Mediator by one party will be shared by the Mediator with the other party. Parties are not permitted to contact, message one another or anyone else in any way during a joint or shuttle mediation without the permission of the Mediator.

## FINANCIAL DISCLOSURE RESPONSIBILITIES

- 4. For Financial Mediation we will:
  - a. Make full disclosure to each other and the Mediator of all joint and individual finances and provide all the paperwork which relates to them. We understand the financial information provided in mediation 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 agreed first with the other party.

## FEES

- 5. If I am eligible for public funding (Legal Aid) Family Matters' charges will be met by the Legal Aid Agency.
- 6. **If I am not eligible for Legal Aid, I agree to pay Family Matters' fees and charges as set out in Appendix 1.** If one person is eligible for Legal Aid and the other private paying – the first hour of the first mediation appointment only is funded by the Legal Aid Agency for the person who is privately paying.
- 7. If our case fully or partly relates to child arrangements, and a voucher from the Ministry of Justice (MOJ) scheme has been awarded to our case, I understand that this provides £500 per case towards the cost of mediation appointments (not assessment meetings or paperwork). If neither of us is eligible for Legal Aid, then the voucher will be shared equally between us at £250 each. If one of us is eligible for Legal Aid, the other person will have full use of the MOJ voucher.
- 8. I understand that the voucher will be applied to our meeting costs until it is fully used; we will then be invoiced for any further meeting costs. If our case closes with the voucher only partly used, the remaining funds will be returned to the voucher scheme. I understand that we will not be able to use the remaining funds, or apply for another voucher, if we return to mediation in the future.
- 9. Family Matters will prepare an invoice for each private paying client prior to each meeting and/or document preparation task and payment is required in full before each meeting takes place or document is sent to a party. Family Matters reserves the right to cancel an appointment if payment has not been made in full before the meeting. Family Matters will not be under an obligation to provide any document to a party whose invoices have not been paid in full.
- 10. I acknowledge that Family Matters may use and disclose any of my personal data (including that contained in the financial records disclosed to the Mediator under Clause 4 above) in connection with any civil proceedings to recover fees that I have failed to pay.

## CANCELLATIONS

11. **We have been informed of and agree to the Family Matters Cancellation and Payment Policy as set out in Appendix 2.** If we cannot keep a mediation appointment, we will inform Family Matters promptly, giving at least forty-eight hours' notice as specified in the policy. Family Matters reserves the right to charge the full fees for missed appointments.

## MISCELLANEOUS

12. This agreement shall be governed by and construed in accordance with English law and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
13. The Parties agree not to call the Mediator or any director, employee or associate of Family Matters Mediate Limited as a witness, expert, arbitrator or consultant in any litigation, arbitration or any other legal proceedings relating to this or any other dispute.
14. If a party acts in breach of Clause 13, that party will fully indemnify the Mediator or any director, employee or associate of Family Matters Mediate Limited in respect of all the costs incurred in connection with such proceedings including reimbursement at the Mediator's standard hourly rate for the Mediator's time spent in resisting and/or responding to such an application.

### IMPORTANT INFORMATION

The practice of the mediators at Family Matters is governed by the Family Mediation Council (FMC) [Codes of Practice or Standards Framework](#). If you have any questions about these Codes and Standards, please raise these with us.

Any concern we may have as to the practice of the Mediator will be raised with him or her in the first instance. It is the policy of Family Matters to resolve matters internally and informally according to Family Matters' complaints policy. If you have exhausted our own complaints procedures, you may be able make a formal complaint to the FMC's Family Mediation Standards Board (FMSB). Full details of how to make a complaint to the FMSB and the criteria that must be met for a complaint to be processed can be found at: <https://www.familymediationcouncil.org.uk/complaints-about-mediators/>

We consent to release by Family Matters of information held by the Mediator to the FMBS in the event that a formal complaint is made to the FMSB to which that information pertains.

Family Matters' complaints policy is available on our website at <https://familymattersmediate.co.uk/complaints-policy/>.

Privacy Notice – for details of how we process your personal data please see our privacy policy at <https://familymattersmediate.co.uk/privacy-policy/>

## Appendix 1

### Fees and Charges

Service provided	CHARGES
<p><b>Mediation Assessment and Information Meeting ('MIAM').</b></p> <p>This is an individual one-hour meeting and is a requirement before an application to court can be made.</p> <p>Issue of the Court form for an application to court is included in the cost for this meeting.</p> <p>Note: we do not issue Court forms unless the meeting has been completed and all invoices are paid in full.</p>	£150.00 inc. VAT per person
<p><b>Repeat MIAM – if returning for the same case up to six months after your most recent appointment</b></p> <p>Issue of the Court form for an application to court is included in the cost for this meeting.</p> <p>Note: we do not issue Court forms unless the meeting has been completed and all invoices are paid in full.</p>	£75.00 inc. VAT per person
<p><b>Mediation Meetings</b></p> <p>Our minimum appointment time is 1½ hours for each meeting.</p> <p>Family Matters Mediate recommend 1½ hours for your 1st mediation appointment about children and 2 hours for shuttle mediation sessions or mediations about finances.</p> <p>This cost includes the preparation of a Mediation Summary which you can take to a legal advisor for advice between your mediation meetings.</p>	<p>£150.00 inc. VAT per hour per person for meeting attendance.</p> <p>[minimum of 90 minutes]</p>
<p><b>Managing Disclosure Documents (financial cases)</b></p> <ul style="list-style-type: none"> <li>• Thirty minutes per meeting for the mediator to review and organise your disclosure documents in digital format</li> <li>• Minimum charge of thirty minutes for admin team to organise, scan, and upload any paper documents (time spent will vary by number of pages)</li> </ul>	£150.00 inc. VAT per hour per person

<b>Service provided</b>	<b>CHARGES</b>
Preparation of Documents Child cases <ul style="list-style-type: none"> <li>Parenting Plan - prepared at the end of your case.</li> </ul> Financial cases <ul style="list-style-type: none"> <li>Open Financial Statement – invoices before and prepared after your first mediation appointment. Updated after each meeting for no additional fee.</li> </ul> Memorandum of Understanding – prepared at the end of your case.	£150.00 inc. VAT per hour per person for all document preparation time.  [minimum of 90 minutes]
Child Consultation Package <ul style="list-style-type: none"> <li>Mediation meeting with parents/carers in preparation for child meeting.</li> <li>Meeting with child (or children).</li> <li>Attendance at parents'/carers' feedback mediation meeting.</li> </ul>	All meetings charged at £150.00 inc. VAT per parent/carer per hour [Minimum of 1 hour per child for the children's meetings] [Minimum of 2 hours for the parent/carer feedback and further mediation meeting]
<b>Cancellation fee for appointments cancelled with less than 2 working days' notice</b>	£50 inc. VAT per cancellation  Family Matters reserves the right to retain the full appointment fee
<b>Photocopying/printing if required for financial disclosure or other document requests.</b>	£1 inc. VAT per sheet
<b>Reissue of documents by email after case closure</b>	£10 inc. VAT per request
<b>Reissue of documents by post after case closure</b>	£15 inc. VAT per request
<b>Disbursements, e.g. interpreters, accountants, actuaries, independent financial advisors, and other advisors</b>	Re-charged at cost, plus VAT where applicable
<b>Room bookings where client requests an alternative venue to Family Matters' usual venue in that location</b>	Re-charged at cost, plus VAT where applicable

## Appendix 2

The following does not affect your statutory right to cancel the Agreement to Mediate under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. For further information see the Instructions for Cancellation (Statutory) on our website at <https://familymattersmediate.co.uk/instructions-for-cancellation/>. However, after the statutory cancellation period has expired this cancellation and payment policy will apply, and if you fail to attend an appointment or do not cancel request for services within the times specified in this policy you may be required to pay fees.

### Cancellation and Payment Policy

**Thank you for choosing Family Matters as your mediation provider. We are committed to providing you with quality and affordable mediation. Some of our clients have had questions regarding responsibility for services provided. We have developed this cancellation and payment policy so that expectations are clear for everyone.**

#### Legal Aid funded work

1. We provide Legally Aided mediation if you qualify following a means test (based on your capital and income) and you provide the necessary supporting documents. If you are not eligible for Legal Aid (i.e., you are privately funded) payment in full is expected prior to each mediation meeting (or at the initial individual meeting) as set out below.
2. All clients who seek legally aided mediation must provide proof of financial eligibility with documentary evidence of their capital and savings, income and outgoings. We are unable to access Legal Aid, under the Legal Aid Agency's regulations, unless this documentation is provided. If you are eligible but proof is not provided you will be treated as not eligible for Legal Aid until the necessary documents are provided. You will be given the option to end the meeting at this point. Any deposits will be refunded.
3. If you are Legally Aided and your circumstances change significantly e.g., you obtain full time employment or are in receipt of a large amount of money, inheritance or lottery win it is your responsibility to inform the Mediator for your case and your eligibility will be reassessed.

#### Payment for MIAMS

4. If you are assessed as not eligible for Legal Aid and wish to end the meeting at that point no charges will be made. If you are not eligible for Legal Aid and wish to proceed with the MIAMS meeting you will be charged in full in accordance with our private fee structure.
5. If you have paid for a MIAMS meeting but the other person is later assessed as being eligible for legally aided mediation we will, depending upon your wishes, either a) refund your payment or b) credit the amount against any other work for you.
6. Deposit payments for MIAMS - Please be aware that we will take a deposit of £20.00 for MIAMS. This payment is due no later than 7 days before the appointment. It will be repaid in full if you qualify for Legal Aid, and there will be no administration charges for this transaction. If you do not cancel the meeting by giving us at least 48 hours' notice or you fail to attend the meeting, we will not refund the deposit to you. If the deposit is not paid at least 7 days in advance of the appointment, the appointment may be cancelled by us. Where appointments are made and not attended, we retain the right to charge the full amount to secure the booking of another meeting in the future.

#### Payment for Mediation and for Preparation of Documents – Privately funded work

7. Payments for mediations are due no later than 48 hours before the date on which the meeting is scheduled to take place.
8. If you or the other person do not confirm attendance and make payment in full no later than 48 hours before the meeting is scheduled to take place, the meeting may be cancelled by us, and any payments made refunded.
9. Where the Mediator prepares an Open Financial Statement of a Memorandum of Understanding following a mediation meeting an invoice will be issued for the time spent. Payment is required in full before the document is sent to a party. Family Matters will not be under an obligation to provide any documents whatsoever to a party whose invoices have not been paid in full.

**Late Payment.**

10. All invoices for work not already payable in accordance with paragraphs 7, 8 and 9 above are payable within 14 days of the invoice date, Partial payments will not be accepted unless agreed in advance. Please be aware that if a balance remains unpaid after the due date, we may refer your account to a collection agency.
11. We reserve the right to charge interest on any late payment, accruing each day at a rate of 8% per year.

**Missed appointments**

12. Our policy is to charge in full for missed appointments not cancelled at least 48 hours (excluding weekends and bank holidays) before the scheduled time. These charges will be your responsibility and billed directly to you. Please help us to serve you better by keeping your scheduled appointment.