



Agreement to Mediate – Child Issues

BASIC PRINCIPLES AND TERMS OF MEDIATION

We have decided to use mediation to try and resolve issues between us concerning our child/ren and make plans for their future.

Principles

We understand that mediation is a **voluntary** process and that nobody is to be put under pressure to attend or to agree to anything they are not happy with. Any mediation session can be cancelled, interrupted, or terminated by anyone involved.

We understand that mediation is **confidential** and that we will abide by the service Confidentiality Agreement. **We understand that confidentiality will be broken when there are serious concerns about a child's or an adult's safety.**

We understand that mediation is **focused on the children and the future** and is neither a counselling service nor a forum to air old grudges, score points or offend or hurt the other party.

We understand that mediation is **impartial** and that the mediator will not take sides or judge the parties involved.

If mediation is undertaken online, we agree that no one else will be present in the room with us during meetings and it will not be recorded.

In using mediation we express our sincere intention to try and:

- be fair and respectful
- consider the individual needs of all involved, particularly those of the children
- leave fault and blame out of the discussions
- co-operate in trying to resolve differences
- not expect the mediator to give advice or take sides
- seek practical solutions to the issues and make joint decisions only when we are both ready

Mediation Fees

As one of you is legally aided the first mediation session will be free for both of you. Any further sessions will also be free for the legally aided person however please note that you are under a duty to inform us of any change in your personal or financial circumstances as this could affect your eligibility for legal aid now / or future.

Any sessions after the first will have to be paid for by the non-legally aided person. Our charges are £100 per hour plus VAT. Sessions are generally 90 minutes so are £150 plus vat. Any monies paid for your initial assessment can be credited towards the cost of your second mediation meeting. If there is only one, after legal aid confirmed and paid, monies can be refunded.

If either or both of you cannot keep a mediation appointment, you agree to notify the other and Allison Family Mediation Service at least 48 hours in advance wherever possible. If such notice is not provided a cancellation fee which will cover any room hire charges incurred. A fee of £25.00 plus VAT will be charged.

The hourly rate also applies for any work that may be required between sessions, for example in drafting documents. This does not include preparation of the final documentation. These will be agreed in advance.

For the non-legally aided person fixed fees are charged for final documents. For a Memorandum the cost will be £100 plus VAT. This reflects the time I spend preparing this document.

If your issues are particularly complicated or you require interim documentation for consultation with your personal adviser/s, the cost will be negotiated separately and in consultation with you both. I will provide you with cost estimates wherever practicable to assist your planning of likely costs.

To maintain quality, files may be subject to audit by the Legal Aid Agency (LAA). Any LAA representative reviewing files is bound by the legal requirements of confidentiality. If you are a fee paying client, please tick the box alongside your signature if you do not wish to have your file audited. Similarly, the file may be used for quality and training purposes provided that the clients are neither identified nor identifiable in any materials used.

Client

Name _____

Date _____

Client's Signature _____

Mediator(s)

Name _____

Date _____

Signature _____

Consent for the use of personal data by Allison Family Mediation Services [AFMS]

Under the terms of the Data Protection Act 1998 (“Act”) and the General Data Protection Regulation 2018, I consent to AFMS using my personal data for the purpose of processing Mediation Services:

Processing your data is necessary for the performance of a contract to which you are a party or in order to take steps at your request prior to entering into a contract. In particular, we will use information we hold about you for the purposes of providing mediation services, responding to your enquiries and complaints.

By signing below you consent that we may process personal data (including sensitive personal data) that we collect from you in accordance with our Privacy Policy (a copy of which is available on request and also available on our website www.allisonmediation.co.uk).

AFMS will hold your personal data securely and keep it confidential at all times. The legislation gives you the right to access information held about you. Your right of access can be exercised in accordance with the legislation.

This consent form and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

Name _____

Date _____

Signature _____