



Confidentiality Agreement

1. Understand all communications in mediation and mediation information and assessment meetings, (except the disclosure of financial information) are made on the basis that all communications are both (a) confidential and (b) will not be referred to in evidence in any court proceedings about the same issues. They will not be used in affidavits or statements. They also understand recording of sessions is not permitted. However, this promise of confidentiality does not prevent the Mediator disclosing information where there is significant risk to the life, health or safety of children, the parties or anyone else.
2. I have also been made aware:
 - (i) under the Proceeds of Crime Act 2002, where the Mediator has reason to believe either of the parties has benefited or may benefit from the proceeds of any crime, there may be a duty to make a report to the National Crime Agency without informing the parties this is being done. Mediation may be discontinued without further notice; and
 - (ii) if both parties are eligible for legal aid the Legal Aid Agency (LAA) will have access to the Service's records and files. Fee-paying parties may give their consent for their file to be audited by ticking the appropriate box below.
3. I will not call the Mediator as a witness, nor require him/her to produce in evidence any records or notes relating to the mediation or assessment meeting, in any litigation or other formal or informal legal process arising from or in connection with the issues being considered in this mediation, nor will the Mediator act or agree to act as a witness, expert or consultant in any such processes. If any party does make such an application, s/he will fully indemnify the mediator in respect of any costs, including legal costs, incurred in resisting or responding to such an application.
4. In the event the court orders the Mediator to give evidence and/or disclose his/her files then:
 - (i) the party who has made the relevant application to the court will fully indemnify the Mediator in respect of the mediator's costs, fees and expenses;
 - (ii) If the court has made an order requiring the mediator to attend/give evidence/disclose documents then the parties will be jointly and severally liable for the mediator's costs, fees and expenses.
5. Where a party privately discloses to the mediator any information in confidence or any legally privileged material before, during or after the mediation, the mediator will not disclose the information to any other party without the consent of the party disclosing it, unless:
 - (i) There is a significant risk to the life, health or safety of children, the Mediator or anyone else; or
 - (ii) He/she is ordered to do so by the court.

If the Mediator is of the view information shared by either of you outside of the mediation session(s) may affect the mediator's impartiality this could result in mediation being terminated.

6. If mediation is undertaken online, we agree that no one else is present in the room with you during meetings and it you will record any sessions or discussions.

By signing this document I confirm my agreement to above, acceptance of the same and understand the limits of confidentiality:

Client

Name _____

Date _____

Client's Signature _____

I confirm permission for file to audited by the Legal Aid Agency (fee paying clients only)

Mediator(s)

Name _____

Date _____

Signature _____

Co-Mediator and / Child Consultant Mediator

Name _____

Date _____

Signature _____