

AGREEMENT TO MEDIATE **Anderson Mediation**

The Principles

1. You have chosen to come to mediation because you want to try to resolve a problem. As mediators provide an impartial balanced negotiation process. We help each participant and will help you to reach your own decisions about your futures.
2. We can provide legal, financial and parenting information to help you understand your options. All the choices and decisions are yours as the participants . We will help you reality test the options and discuss with you what might work best for you and your family. If it seems that your proposals are outside the parameters that a court might approve, we will discuss this with you.
3. We may recommend to you that you seek the assistance of another mediator, or neutral expert, specialising in financial matters, communication or something else to either join us in the meetings or help you together outside the meetings. They will be bound by the confidentiality provisions of this agreement.

Anderson Mediation is a training practice and we may have an intern present. As mediation is private, other persons may only attend with the consent of all participants and provided they agree to be bound by the confidentiality provisions in this agreement.

4. It may be helpful to have advice from lawyers outside of any meetings to help you make informed decisions. We will keep them informed as to progress unless you confirm that you do not want us to by crossing out the statement above your signature on page 6. Either or both of you may have their lawyers attend the mediation if we all agree.
5. All information and documents provided after you have signed this agreement, including email correspondence, will be shared openly with you both. An exception to this is an address or telephone number which either of you wishes to keep confidential.
6. You may end the mediation at any stage. If we think it may be inappropriate or unhelpful to continue the mediation we may also end it. If we end the mediation, we may not be able to disclose the reason why. In the event any of us ending it, we will provide information about other options available to you if you want us to.
7. You and we will meet in person, or by phone, Skype, Zoom, email or other means, as agreed. Each party will pay their own share of each meeting, including any additional rates agreed for drafting of progress notes or agreements following the meeting.
8. The number of meetings, their duration and structure will be agreed by you and us.

The Process

9. Where relevant, we will ask you each to provide complete and accurate disclosure of all your financial circumstances, with supporting documents. We will not verify the completeness and accuracy of the information provided, but you will be asked to sign and date a statement confirming that you have made full disclosure. If it later emerges that full disclosure has not been made, any agreement or court order based on incomplete information could be set aside and the issues re-opened.
10. Your financial information is provided on an open basis, which means that it is available to your legal advisers and can be referred to in court, either in support of an application made with your joint consent or in contested proceedings. This avoids any need for the information to be provided twice.
11. If required, we will draw up the mediation outcome documents – written summaries of proposals for settlement (legally privileged) and open summaries of the finances. These would help each of you to obtain independent legal advice before entering into a legally binding agreement.
12. The actual discussions about possible terms of settlement are legally privileged. This means that your discussions about the issues between you and proposals for settlement cannot be referred to in court unless you both agree. You each agree not to call the mediator(s), intern or other participants to give evidence in court, nor to try to have any of the notes or records taken by us, our interns or others involved brought as evidence.
13. In particular, you shall not introduce or seek to introduce as evidence in any arbitral or judicial proceeding:
 - (a) views expressed or suggestions made by any mediator, intern or other participant about possible settlements;
 - (b) admissions or apologies;
 - (c) information given by anyone during the meeting, or
 - (d) contents of our file.

Rules of Caucusing

14. We may meet or communicate with either participant or their counsel separately at any time in a “caucus” (private meeting). We may, at our discretion, disclose information or documents provided in such caucuses to the other participant, or to a participant’s lawyer, unless agreed otherwise during the caucus.
15. We have a professional duty to keep confidential all information prepared or provided, disclosed or exchanged during, or for the purpose of, the mediation. This includes progress notes, letters, emails and outcome documents between the participants themselves, and between the participants and any mediator, intern or other third participant.

Confidentiality

16. The participants will not divulge anything said or done to anyone not present, unless they agree otherwise. They will however agree to a reasonable sharing of information with all necessary third participants such as new partners, lawyers, financial planners and counsellors.
17. These confidentiality provisions apply to interns, other participating mediators, and any professional consultant.
18. The exceptions to the mediators' duty of confidentiality are:
 - to communicate and share documents with counsel and other third participants retained by one or both participants, in the mediator's discretion;
 - for research, writing or educational purposes, provided all identifying information is changed;
 - where ordered to do so by a judicial authority;
 - where required to do so by law, including obligations to report a child in need of protection;
 - where the information discloses an actual or potential threat to human life or safety;
 - where either participant makes a claim against the mediator, intern or Anderson Mediation;
 - and where we are required to make disclosure to the appropriate government authority under the Proceeds of Crime Act 2002 and/or relevant money laundering regulations. We may also be under a linked obligation to make such disclosure without informing you and may have to discontinue the mediation without further notice.
19. We are processors of personal data for the purpose of the Data Protection Act 1998. You consent to us processing your personal data for the purposes of this agreement. This includes retaining and storing your personal data for as long as is necessary in connection with this Agreement. We may retain data for research and statistical purposes but on the understanding that before being used for this purpose all identifying details would have been removed.
20. Our quality assurance standards require regular review of our files. Periodically, our practice supervisors may have sight of files, but access is strictly controlled and on a similarly confidential basis.
21. If you are mediating over a webcam, the process, by its very nature, gives rise to special concerns about confidentiality. In signing this you agree that, for the duration of the mediation session, nobody else will be with you in the room you are using, nor able to overhear you from elsewhere. You also agree not to make any recording of the video or audio session.

Individual consultations

22. We will first meet each participant separately to assess if the case is appropriate for mediation and to identify the issues, goals and concerns of each participant. This meeting, including all information and forms provided by each participant prior to the meeting, is confidential between that participant and the mediator, subject to the confidentiality exceptions set out above.

23. We may, at our discretion, share information learned or provided as part of the intake process throughout mediation with that participant's lawyer.
24. The participants understand that, under the United Nations Convention on the Rights of the Child, to which this jurisdiction is a signatory, children have the legal right to be provided with an opportunity to express their views about decisions that affect their well-being, consistent with their age, capacity and desire to participate.
25. We may recommend that your children be interviewed as part of the mediation process to elicit the child's/children's views, experience and preferences as may be appropriate in their circumstances. Both parent-participants' consent is required before such an interview may occur.

Interviewing Children

26. Should the participants consent, which may be done verbally or in writing, a mediator who is trained to interview children, or someone the mediator designates, will meet with the child/children on the following basis:
 - the interviewer will first meet with each parent to explain the process in more detail and to agree on the time and place of the meetings;
 - the interviewer will then meet with the child/children;
 - the specific content of the meeting shall remain confidential between the child/children and the interviewer;
 - the interviewer will meet with both participants and the mediator to share the overall impressions and concerns of the children;
 - the information shared during this meeting will be used to help the parents reach informed decisions that will be in the best interests of their children;
 - the interviewer and/or the mediator is required to disclose to an appropriate authority any disclosures from the child/children that reasonably lead the interviewer/mediator in good faith to believe that a child is in need of protection, and to disclose to the police or other appropriate third party any information that reasonably leads the interviewer/mediator in good faith to believe that there is an actual or potential threat to human life or safety; and
 - the interviewer is not a compellable witness in any legal proceeding unless so ordered by a court.

Concerns and Complaints

27. We act in our professional roles as mediators. The College of Mediators governs our practice and mediations are conducted in accordance with its standards. We have a complaints procedure, a copy of which may be obtained from us. Any concern you may have as to our practice should be raised with us in the first instance and thereafter if unresolved in writing to the College of Mediators. In this event, you are, by signing this, also agreeing to the release of the file to any complaints adjudicator.
28. We shall do our best to help you both. We ask you to show your integrity and commitment to the mediation process and to co-operate as fully as possible in looking for workable solutions.

Pricing & Payment

29. Non-routine work and any work which we do not undertake at a fixed price is priced at £85 per hour per person and will be charged only where approved in advance.
30. We offer fixed prices. These prices cover the cost of all preparation, the session itself, all follow-up work and any routine correspondence, unless stated otherwise.
31. For one mediator only, the price for 90 minute sessions beginning and ending between 9.00 am and 5.00 pm, Mondays – Fridays and Saturdays from 10.00 am and 1.00 pm is £199 per person. For 120-minute sessions the price is £249 per person. For 90-minute sessions outside of these times the price is £299 per person. For 120-minute sessions outside of these times the price is £375 per person.
32. There are additional prices when there are two mediators, or when a neutral professional is invited to participate. We will price these on a session by session basis.
33. Legal aid is available for mediation. Anderson Mediation does not offer legal aid.
34. Payment is required before the commencement of any meeting. Payment by bank transfer is possible provided it reaches our account a minimum of one working day before the start of the session. Payment is always required a minimum of two working days in advance of any online mediation session. If a payment is not made in advance of an online meeting, or at the time of an in-person meeting, you agree that we may cancel the appointment and charge the full amount payable by each participant to the participant(s) who did not pay.
35. Sometimes problems are caused by clients not turning up for sessions, not dialling in to the video sessions, or cancelling on the day of the planned meeting. Other than in exceptional circumstances (to be determined by the mediator) any appointments cancelled with less than two working days' (M-F, 9-5, S 10.00-1.00) notice, will result in the full amount payable by each participant becoming payable by the one who cancelled.
36. There will be a charge, typically of around £200 – £400 per person depending upon complexity, for any mediation outcome documents required.
37. Neither the mediator(s), Anderson Mediation, nor any intern shall be liable to any participant for any act or omission in connection with a mediation conducted under this agreement. Neither shall we be liable for any legally binding agreement that arises out of this process, regardless of whether or not the participants have had legal advice.

Date

I consent to my advisors being informed of progress

Signed participant

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Full name

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Signed participant

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Full name

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Signed mediator

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Full name

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Professional consultant

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Full name

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I consent to my advisors being informed of progress

Signed participant

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Full name

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Signed participant

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Full name

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Signed mediator

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Full name

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Date

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