

# Agreement to Mediate

---

This is an agreement to mediate between the participants using video online;

\_\_\_\_\_ and \_\_\_\_\_

All participants agree to try to settle the disagreement by family mediation and hereby appoint;

\_\_\_\_\_ as their mediator,

a qualified family mediator finalising accreditation with the Family Mediation Council.

The mediator, \_\_\_\_\_, will manage the mediation process with the intent of assisting the participants to resolve the following:



Tel: 0208 895 6955

Web: [www.tcalmsolutionsltd.co.uk](http://www.tcalmsolutionsltd.co.uk)

Email: [office@tcalmsolutionsltd.co.uk](mailto:office@tcalmsolutionsltd.co.uk)

Reg Office: Leigh Road, Leigh On Sea, Essex SS9 1BW

Company Registration No: 9256480



# Agreement to Mediate

The participants and the mediator understand and agree as follows:

## 1. Nature of Mediation

The participants understand that mediation is an agreement-reaching process in which the mediator assists participants to reach agreement in a collaborative and informed manner. It is understood that the mediator has no power to decide issues for the participants.

All participants understand that mediation is not a substitute for independent legal advice. The participants are encouraged to secure such advice throughout the mediation process and are advised to obtain independent legal review of any formal mediated proposals.

The participants understand that the mediator has an obligation to work on behalf of all participants. The mediator cannot render individual legal advice and arbitrate within the mediation.

## 2. Scope of Mediation

The participants agree that the mediator will decide the procedures and ground rules for mediation. The mediator will not take sides or impose a solution.

The participants understand and agree that the mediator may have private separate meetings and discussions with any individual participant, in which case all such meetings and discussions shall be confidential between the mediator and the separate participant.

The number of mediation sessions required to resolve the dispute will be estimated by the mediator on request, however, this estimate can be subject to change; dependent on the complexity of the dispute and the cooperation of the participants to resolve the dispute. The mediator will manage the process to ensure each mediation session is used effectively.

## 3. Behaviour & Communication During Mediation

The participants agree to be respectful of all opinions and viewpoints during mediation.

The participants agree to use appropriate language and tone during mediation.

The participants agree to be punctual and attend all agreed mediation sessions.

The participants have read the TCALM Solutions Ltd Terms and Conditions of Service regarding the cancellation of mediation services.

## 4. Mediation is Voluntary

In good faith, the participants agree to settle the disagreement by mediation. It is, however, understood that any party may withdraw from or suspend the mediation process at any time, for any reason.

The participants also understand that the mediator may suspend or terminate the mediation without explanation. Reasons which are not exhaustive include an unjust or



Tel: 0208 895 6955

Web: [www.tcalmsolutionsltd.co.uk](http://www.tcalmsolutionsltd.co.uk)

Email: [office@tcalmsolutionsltd.co.uk](mailto:office@tcalmsolutionsltd.co.uk)

Reg Office: Leigh Road, Leigh On Sea, Essex SS9 1BW

Company Registration No: 9256480



# Agreement to Mediate

unreasonable mediated result, poor conduct and behaviour during the mediation, declared behaviour under the Proceeds of Crime Act, issues around safeguarding of vulnerable adults and children, an impasse has been reached and/or if the mediator cannot effectively perform a facilitative role.

Page | 3

## 5. Confidentiality

The participants agree that all communications in the mediation will be kept confidential. The use of social media to broadcast and to record any content of discussions in mediation sessions is strictly prohibited.

All participants agree to turn off or put on silent any phones, tablets, or computers (exceptions during an online family mediation meeting where a participant may use a mobile phone or laptop to access the meeting. Please refer to the guidance **Confidentiality during Online Video Meetings below**). Participants agree to disable any alerts announcements or notifications of texts, email, or other social media activity, and close all other open applications.

The participants have read and accept the terms of TCALM Solutions Ltd Data Protection Policy (GDPR) and Privacy Statement .

It is understood between the participants and the mediator that the mediation will be strictly confidential. Exemptions to confidentiality include behaviour under the Proceeds of Crime Act and the safeguarding of vulnerable adults and children.

Mediation summary/progress/discussions, any other draft resolutions and any unsigned mediated proposals/agreement shall not be admissible in any court or other contested proceeding. Only a mediated agreement signed by the participants, without legal privilege, will be admissible, if all participants waive confidentiality in writing. A legal privileged document can be presented to a legal counsel for review, legal advice, and the basis for drafting a consent order where appropriate.

The participants agree not to call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the participants. The mediation is considered by the participants as a settlement of negotiations.

### Confidentiality during Online Video Meetings

Only people who have signed the agreement to mediate may be present in the same room used by the participants during any online video mediation session. All participants confirm that the mediation session cannot be overheard by others.

All participants will ensure that they cannot be interrupted during the online video mediation session by anyone including children, relatives, pets, and deliveries.

All participants agree that any video or audio recording of the mediation is strictly prohibited & that all intellectual property rights of the online mediation session belong to the mediator



Tel: 0208 895 6955

Web: [www.tcalmsolutionsltd.co.uk](http://www.tcalmsolutionsltd.co.uk)

Email: [office@tcalmsolutionsltd.co.uk](mailto:office@tcalmsolutionsltd.co.uk)

Reg Office: Leigh Road, Leigh On Sea, Essex S59 1BW

Company Registration No: 9256480



# Agreement to Mediate

All participants agree that any live or deferred relay of the mediation session is strictly prohibited all intellectual property rights of the online mediation session belong to the mediator

The mediator will not audio or video record any mediation session

Page | 4

## 6. Full & Frank Disclosure

Each party agrees to complete all discussed preparation work before the next mediation session and to support a full and honest disclosure of all relevant information and writings as requested by the mediator and by any other participant; only if the mediator determines that the disclosure is relevant to the mediation discussions. In family mediation cases, each participant agrees to fully and accurately disclose all information requested to include relevant court orders, court directions, and financial information where applicable. A full and frank disclosure is a legal requirement for family and financial mediation.

## 7. Mediator Impartiality

The participants understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any participant over another in the mediation nor in any court or other proceeding.

Once family mediation has started, all communication including emails, phone calls and letters to the mediator will be shared with the other participant attending mediation. A shared email address maybe requested by the mediator to facilitate this process.

## 8. Coordination with Legal Counsel

The participants will be given a copy of the signed mediation agreement/proposals/settlement of negotiations, where applicable. The participants will be responsible for informing their legal counsel of the outcome of mediation.

Both the agreement to mediate and any written agreement/proposals made and signed by the participants as a result of mediation may be subject to technical review by their appointed legal counsel.

The participants agree to seek legal counsel about the signed mediation agreement/ settlement of negotiations. The signed mediation agreement/ settlement of negotiations, on request, may be drafted into a consent order by their legal counsel, where applicable.

## 9. Mediation Fees

The participants agree that the fee for the mediator shall be \_\_\_\_\_ per hour, per person for time spent with the participants and for time required to study documents, research issues, correspond, telephone call, and do such other things as may be reasonably necessary to facilitate the participants reaching full settlement of negotiations/agreement.

The fee to prepare and draft any final agreement/proposals \_\_\_\_\_ per hour. All fees will be paid in advance by each person involved in mediation, on receipt, of an invoice from TCALM Solutions Ltd.



Tel: 0208 895 6955

Web: [www.tcalmsolutionsltd.co.uk](http://www.tcalmsolutionsltd.co.uk)  
Email: [office@tcalmsolutionsltd.co.uk](mailto:office@tcalmsolutionsltd.co.uk)

Reg Office: Leigh Road, Leigh On Sea, Essex SS9 1BW  
Company Registration No: 9256480



# Agreement to Mediate

The participants \_\_\_\_\_ and \_\_\_\_\_ shall be jointly liable for the mediator's fees and expenses.

Should payment not be timely made, the mediator may stop all work on behalf of the participants, including the drafting and/or distribution of the participants' proposals/settlement of negotiations/agreement, and withdraw from the mediation. Any expenses, mainly administration costs and room booking cost, if applicable, will be invoiced to the participants.

DATED this day of \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ have read the agreement to mediate, data protection policy, safeguarding policy, complaints policy, terms of service and agree to participate in the process of family mediation via video mediation.

The participants in the video mediation named below agreed verbally to the terms of this Agreement to Mediate:

Printed names below

**PARTICIPANTS:**

**MEDIATOR:**



Tel: 0208 895 6955

Web: [www.tcalmsolutionsltd.co.uk](http://www.tcalmsolutionsltd.co.uk)

Email: [office@tcalmsolutionsltd.co.uk](mailto:office@tcalmsolutionsltd.co.uk)

Reg Office: Leigh Road, Leigh On Sea, Essex SS9 1BW

Company Registration No: 9256480

