

Agreement to Mediate

between and

mediators and

We are glad you have decided to come to mediation. We hope that we can help you and the other party settle the questions that need to be sorted out in a way that you both find acceptable and manageable.

Our role as mediators is to help you consider the options that are available to you, and possible terms of agreement, without putting pressure on you to agree. Any arrangements you work out for the present or the future need to be based on full consideration of both parties' interests and needs. Mediation helps parents give full consideration to their children's needs as well. We would like to explain the basis on which we work as family mediators:

1. Our role as mediators

(a) As mediators, we are impartial. We do not make judgments or take sides. We seek to help you both jointly, as equally as possible.

(b) Our goal is to help you both gain clarity about the issues that need to be settled, to deal with these questions according to the priority you want to give them, to collect all the financial information that is needed and to consider the options open to you both.

(c) We can provide legal information about relevant aspects of the law and we can explain the ways in which a settlement could be made legally binding, but we will not advise you as to the course of action you should take.

(d) The decisions remain yours. We seek to help you find a common basis on which to make your decisions without urging you in one direction or another.

(e) At the end of the mediation, we normally draw up a summary of the proposals or provisional arrangements that have been worked out. This summary is intended to help you in obtaining counsel from your legal adviser on the proposed terms of any agreement before you make it legally binding.

2. Willingness to take part in mediation

(a) As you know, both parties need to be willing to take part in mediation. Its progress depends greatly on your efforts to work out arrangements in a co-operative way.

(b) Either or both of you can decide to call a temporary halt to mediation. This may be agreed for a number of reasons. You may also withdraw from mediation at any stage, although we hope that, before doing so, you would be prepared to explain your reasons or concerns in the course of a mediation meeting so that every effort can be made to address these concerns more satisfactorily.

(c) If it appears to us that mediation is not appropriate in the circumstances or that no further progress can be made, we would explain that mediation should be ended at the earliest opportunity.

3. Full financial information

If the mediation includes financial aspects the discussions that take place need to be based on both of you having full knowledge and understanding of your financial and other circumstances.

4. Confidentiality

(a) All information and correspondence from either of you is shared with you both. As mediators, we cannot receive any information or correspondence on a confidential basis from one of you, without sharing it with the other.

(b) We would be glad if you would agree that, in the event of contested court proceedings taking place, neither of you would call us to give evidence in court.

(c) We treat the content of our discussions and the information you provide as confidential. We will not provide information to legal advisers or to any other third party, except at the written request of both parties.

5. Without prejudice

It is declared that, if prior to the substantive court hearing of the application, the parties agree to attempt to resolve the issues between them (or some of those issues) through mediation, nothing said or done by either party agreeing to make such an attempt or in the course of the mediation will be admissible in evidence herein (whether as evidence of acquiescence on the part of the plaintiff or otherwise); and that the court will draw no inference about the strength or otherwise of a party's case in the proceedings from his or her agreement to make such an attempt.

6. Mediation appointments and fees

(a) Mediation appointments are scheduled ahead of time and are binding.

(b) In addition to our fees we also charge for the time spent preparing the mediation (..... hrs) plus travel expenses and accommodation

(c) The sum for travel and accommodation will amount to approximately EUR.

(d) The total charge of € plus tax for a session of an hour may be shared between you in any way you both agree. We will bill you at the end of the mediation.

Family mediator

Family mediator

I have read the above and I accept the terms of the mediation:

Signed:

Signed:

Date:

Date: