FAMILY MEDIATION CYMRU

Agreement to Mediate
&
Confidentiality Agreement

By signing this agreement, we express our sincere intention to:

• Be respectful to each other throughout our discussions

• Commit to the process constructively and co-operatively

• Leave fault and blame out of our conversations

• Focus on the future

• Consider our own needs, those of each other and our children

• Work for the least possible emotional and financial upheaval

This Agreement sets out how we will work together. Please raise any questions before or during the first session.

1. Commitment to the Mediation Process

We have chosen to use mediation to resolve issues between us and make our own plans for the future.

Family mediation offers a constructive way to:

• discuss arrangements for the future

• resolve disputes co-operatively

• reduce harm and distress for you and your family

• put your children's wishes and feelings at the forefront of the decisions made.

Family mediation is voluntary, impartial, confidential and designed to help you stay in control of decisions, with guidance and information from your mediator. It provides a safe space to have difficult conversations and find practical solutions.

In mediation you are the only people who can make decisions about what is best for your family and you need to make them together. Mediators are there to help you explore the ways you can meet everyone's needs and are responsible for managing the process to give you the best opportunity to do that.

2. Independent Legal Advice

We understand that the mediator will not provide legal, financial or other advice. We have been advised of the benefits of obtaining independent legal advice before, during or after mediation.

3. Legal Status of Agreements

We understand that any Memorandum of Understanding or Outcome Statement is not legally binding. We may ask our solicitors to prepare a legally binding version based on these documents.

The outcome summaries are not minutes of our meeting but simply captures the mediator's understanding of our principles guiding mediation, our proposals made and agreements that we may have reached in the meeting.

4. Property and Finance Mediation Only

(If your mediation includes discussions around finance and property matters only – this section does NOT apply to Mediation for children's issues only)

• When there are financial issues needing settlement, the mediator will ask us both to provide complete and accurate disclosure of our financial circumstances, with supporting documents. FMC do not check the completeness and accuracy of the information provided, but all the financial information provided will need to be shared with both of us.

• We will not transfer, charge, conceal or dispose of assets except for essential living expenses or in the ordinary course of business.

• We will not accrue further debt on joint accounts without mutual agreement.

• Financial disclosures are confidential to FMC but may be disclosed to solicitors or used in court if necessary.

5. Online Mediation Terms

• Sessions must not be recorded. We will confirm that no one else can overhear or interrupt the session. If we still live together, we understand that we will be asked to use separate devices and to be in different rooms.

• The mediator may suspend or terminate the session if the connection is poor or confidentiality is breached.

• We agree to be alone, avoid interruptions, disable notifications, and maintain privacy.

• If any recording is made — even by accident — we agree to delete it immediately upon discovering its existence.

6. Confidentiality and Communication

We, the undersigned, understand that all communications in mediation [except the disclosure of financial information] are made on the basis that the communications are both (a) confidential to FMC and (b) will not be referred to in evidence in any court proceedings about the same issues.

We agree **not to call the mediator as a witness** or require them to produce notes or records in any legal proceedings. The mediator will not act as a witness, expert, or consultant in any court case or related process.

Exceptions to Confidentiality

In certain circumstances, FMC are required to break confidentiality:

- If someone, particularly a child, is at risk of serious harm, FMC have a duty to contact the appropriate authorities. This may be done without your permission if the risk is immediate.
- FMC may be required to disclose information to government authorities in connection with a criminal offence, without informing us.
- As data controllers under data protection laws, FMC will store and process our personal information as part of this Agreement. This may include limited access to our file by practice supervisors, the Legal Aid Agency, or a complaints handler, on a strictly confidential basis. More details are available in our Privacy Policy.

Shuttle Mediation

The principle of openness within the mediation process also applies to any sessions (or parts of sessions) where the mediator meets with us separately unless everyone involved explicitly agrees otherwise. That is, there are no secrets, as if we were in the same room together. That said, mediators will never share information that is unnecessary, irrelevant, or likely to escalate conflict.

Communication Between Sessions:

- Our mediation conversation needs to be open and transparent. Mediators are unable to conduct mediation where either party refuses to allow the sharing of relevant information—especially financial details—that is necessary for joint decision-making.
- Unless otherwise agreed — or where one of us have asked to keep a postal address, email, or phone number confidential — any correspondence (including emails or messages) sent to FMC may be shared openly with both participants.

- To ensure fairness and transparency, there should be no private communication between participants and the mediator about mediation matters between sessions, unless this has been explicitly agreed in advance. Any such communication received may be shared with the other participant.

- The only communication FMC will normally have with us between sessions will be for administrative purposes, such as booking or confirming appointments.

Signatures

Signed: _____ Date: _____

Signed: _____ Date: _____

Mediator: _____ Date: _____

Co Mediator: _____ Date: _____

College of Mediators
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2025 Membership