**Agreement to Mediate**

Before a mediation session, each participant is asked to sign an ‘Agreement to Mediate’. This agreement confirms your understanding of the mediation process and your agreement to its principles and ground rules. This is an agreement in good faith. If you do not understand or agree with any point please speak with your Mediator.

**Terms of the Agreement:-**

1. I/we agree to try to resolve this situation through mediation.
2. I /we understand that this mediation is an informal opportunity to resolve a dispute or conflict.
3. I/we understand that my taking part in mediation is voluntary and that reaching an outcome or solution during mediation is voluntary. I can leave or suspend the process at any time.
4. I/we understand that decisions will be made between us as participants and that ideas and suggestions for moving forward will come from ourselves. The Mediator will not offer opinion or decision on the issues or the outcomes.
5. The Mediator will hold, in confidence, all which is disclosed within the mediation. Unless this includes where the Mediator is led to believe someone is being put at risk of harm, abuse or danger including yourself or others. This includes where there is an admission of criminal offence or information relating to a criminal offence about to be committed, including acts of terrorism.
6. I/we understand that no participant will be bound by anything said or done in mediation. If participants wish to formalise any understandings or agreements they can commence a separate process with their own legal counsel to draw up a legally binding agreement.
7. I/we agree that the mediation session will not be recorded by anyone and that no transcript or minutes of the session will be produced.
8. I/we understand that I will attempt to make reasonable efforts to work with the participants and the Mediator to achieve resolution. I understand that if any participant is unable to reasonably co-operate then the Mediator may end the session.
9. I/we understand that the Mediator may end the mediation process if they feel that all reasonable and professional attempts that have been made to resolve have been unsuccessful. The Mediator reserves the right to end the session for any appropriate reason, without disclosure of such reason to the participants.
10. I/we understand that the Mediator is there to help us reach our own resolution by helping us talk, listen, negotiate and problem solve together.
11. I/we understand that the mediation ground rules are there to help us communicate effectively and work together constructively.
12. I/we understand that the mediation process and the Mediator will encourage us to adopt different ways of thinking and behaving in order to help us jointly satisfy our interests.
13. I/we understand that the purpose of mediation is twofold. Firstly, to explore and understand the issues between us and to decide whether mediation can help. Secondly, to provide an opportunity for us to work together to reach a resolution we are all satisfied with.
14. I/we understand that this mediation does not cover/or offer:
    1. Family Mediation – separation, divorce, finance or anything rights based
    2. Provide MIAMs meetings – (mediation, information and assessment meetings)
    3. C100 Forms or court papers

**Storage of Information**

Family Group Conference & Mediation Service is part of Plymouth City Council’s Children’s Services.

I understand the Mediation Service will keep a confidential record of the outcome of my meeting and my family information on a secure database.

**Comments and Complaints**

You can complain in person, by telephone, letter, email or a complaints form.

If you would like to make a complaint about any aspect of the service you receive from Family and Community Solutions Service please contact: by telephone - call free on 0800 068 1249

by email - send your complaint to [complaints.social.services@plymouth.gov.uk](mailto:complaints.social.services@plymouth.gov.uk)

by letter - write to the Customer Relations Team, Ballard House, West Hoe Road, Plymouth PL1 3BJ

Signed ………………………….. (Person A) ………………………………(date)

Signed …………………………. (Person B) ………………………………(date)

Signed …………………………. (Mediator) ……………………………….(date)

Signed …………………………. (Mediator) ……………………………….(date)