

**Please read, sign and date this page
and bring it with you to your meeting**

MIAM Explanatory Note

Please read these notes about your Mediation Information and Assessment Meeting (MIAM)

These notes are intended to help you to prepare for your initial meeting which is called a Mediation Information and Assessment Meeting or MIAM. The meeting provides an opportunity for you to meet us and talk confidentially about your situation.

During our meeting we will:

- a) explain what the mediation process involves and how it can assist you;
- b) outline the alternative ways which are available for resolving family disputes,
- c) and give you the opportunity considering whether family mediation is likely to help.

The following terms provide the basis for initial meetings conducted by us. Please read the terms of the following agreement with care.

The Process

Your meeting will be conducted by a mediator accredited by the Family Mediation Council or otherwise authorized by the Council to conduct MIAMs.

We will see you and your former partner separately for your initial meetings (MIAMs). Any information you give the mediator at that meeting will be kept confidential and will not be shared with your former partner or anyone else except for any specific matters that you agree with the mediator can be shared. There are however some important exceptions to the mediator's duty of confidentiality and these are listed in the section below.

During the meeting the mediator will provide information about the options available to you to resolve the issues around your separation and will discuss with you the advantages and disadvantages of each option. The mediator will also ask you questions and make an assessment to decide whether or not mediation might be a suitable way forward for your family in your own particular circumstances.

Mediation is always voluntary (as opposed to attendance at a MIAM which can be compulsory). You are not obliged to mediate and either you or the mediator may decide that mediation is not a suitable process for you. In that event we will outline the alternatives to you and if you wish to make an application to the Court, the mediator can sign the Mediators Certificate in the Court Form.

Exceptions to Confidentiality:

- a) where any person (particularly a child) is at risk of serious harm;
- b) information with regard to the commission of any relevant, previously undisclosed, criminal offence.
- c) exceptionally, the family mediator may disclose personal data in connection with the alleged or established commission of an unlawful act.

Data Protection

The family mediator is a 'processor' of personal data for the purposes of the Data Protection Act 1998. You consent to the mediator processing your personal data for the purposes of this Agreement. You understand that this includes the mediator retaining and storing your personal data for as long as is necessary in connection with this Agreement. The mediator may retain data for research and statistical purposes but on the understanding that if used it has been stripped of all features from which you could personally be identified.

Quality Assurance

Our practice's quality assurance standard requires us to monitor our mediation files. Periodically, our practice supervisors may have sight of files, but access is strictly controlled and on a similar confidential basis.

Charges and Payment terms for the Initial Meeting

Details of our charges are given on the accompanying sheet.

For those not eligible for legal aid we make a charge of £100 for your initial meeting (MIAM).

During our meeting with you, we will discuss the fees you are likely to incur if you go on to mediate

We will be happy to assess your eligibility for legal aid at your MIAM provided you bring the documentation outlined in our letter confirming your appointment. Mediation is free to those who are eligible for legal aid.

Cancellations

Cancellation or postponement of an appointment at short notice causes inconvenience and expense and prevents other clients who might have used the cancelled appointment from seeing us. We therefore reserve the right to make a charge where appointments are cancelled with less than two working days notice.

Concerns and complaints

Our practice is governed by the Family Mediators Association (FMA), and we comply with the FMC Code of Practice. Copies of this Code are available on request, and can also be found on the FMA and FMC websites. 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 Family Mediators Association. In the event of a written complaint, you agree to us releasing your file to any complaints handler.

By attending the mediation information and assessment meeting, you agree to the terms set out here.

I have read and understood the above.

Signed:

Print Name:

Date: