



Principal Mediation Terms and Conditions

You will be asked to sign and return an Agreement to Mediate prior to commencement of Mediation, If, in breach of the Agreement to Mediate, we are asked to provide evidence for court proceedings concerning any aspect of the mediation, both clients will be responsible for any resultant costs (including legal costs) incurred by the mediators, which may include any costs relating to a court application that we may make, in which we ask for the confidentiality of the process to be upheld.

You agree that you will only communicate with the mediator about issues in mediation during sessions unless we agree otherwise.

You acknowledge that you have been informed of the advantages of having separate solicitors to whom we will refer before, during and at the end of mediation as appropriate.

If difficulties should arise on consultation with the solicitors, you will notify the mediator of the need for further discussions.

You acknowledge that at no time will you receive financial, legal, or other advice from the mediator or the mediation service.

You agree not to take photographs, voice and/or video record any discussions or mediation sessions

Our Fees

Our fees are outlined in our agreement to mediate document and payable in advance of each session or, by agreement, within 7 days of receipt of our invoice.

You may be eligible for public funding (which was formally known as legal aid). Principal Mediation is a private practice, and we do not offer mediation funded by legal aid, nor are we part of the Government Family Mediation Voucher scheme for which you may be eligible.



Further details of this scheme can be found at <https://www.gov.uk/guidance/family-mediation-voucher-scheme#what-is-the-family-mediation-voucher-scheme>

We are happy, on request, to provide you with details of mediation services that do undertake such work in your area.

Invoices will be sent in advance of mediation sessions and will cover mediation session time, plus any additional time/work not covered by any previous invoices.

If for any reason, an invoice remains unpaid prior to the session we reserve the right to refuse to conduct the session. We reserve the right to refuse to conduct further sessions while fees remain outstanding. Outstanding invoices that remain unpaid 30 days past due date will be charged an additional interest of 2% above base rate.

A cancellation fee will be charged if within 72 working hours of the time at which the mediation was due to take place (excluding Saturday, Sunday and public holidays) full agreed fees for one hour of mediation will be payable.

Privacy notice

We are 'processors' of personal data for the purposes of the General Data Protection Regulation. Under our contract with you we are permitted to process your personal data for the purposes of the mediation. We may also, to a very limited extent, process personal data at your request to explore the possibility of entering a contract for mediation services. We may also, to a very limited extent, process personal data (limited to your contact details) in order to invite you to explore mediation as a way forward – we will only ever do this after being approached by someone who wishes to mediate with you rather than litigate (or that person's legal representative) and who gives us your contact information so that this can happen.

Our lawful basis for sending such emails is the public interest, to give you access to the mediation information and assessment process introduced by the Children and Families Act 2014, sec 10. If, before you sign a contract with us, you ask us not to contact you again we will destroy your contact details and will not contact you again. If you have signed our Agreement to Mediate, we may retain and store your personal data for as long as necessary in connection with the Agreement to Mediate, to include a period of 6 months after the mediation concludes, in case of complaint. We may retain data for research and statistical purposes but on the understanding that if used for this purpose all identifying details will have been removed.



Under no circumstances will we sell your personal information to anyone.

Where relevant, information held by the mediator may be shared with the Family Mediation Council (the FMC) if a formal complaint is made to the FMC, to which that information pertains.

Complaints procedure

We are committed to providing a high-quality mediation service.

If something should go wrong, we want you to let us know – please contact us by telephone or by email if you want to discuss any aspect of our service. If you are dissatisfied, you have a right to complain directly to us for up to 6 months after the relevant event. The only people who may make a complaint are clients who have been directly affected by our professional behaviour and those who have been invited to participate in a mediation session.

We hope that, in most cases, a conversation between us will be sufficient to set minds at rest and to achieve is an outcome to the complaint that we all feel is constructive and proportionate, and to avoid any unnecessary escalation of problems.

If we receive a complaint from one of you, please bear in mind that we will usually inform the other person that a complaint has been made. (We must do this if a professional adviser we have consulted about the complaint (normally a PPC – see below) considers that the other person needs to be informed.) Our procedures comply with minimum standards required by the Family Mediation Council (FMC)

We will respond/acknowledge any complaint within 5 working days of receiving it, you may request a copy of this procedure if you do not already have one.

A written note will be made respecting any communication by telephone and kept on the case file.

At this stage the mediator or mediators concerned in the complaint will be involved directly in responding and seeking to resolve the issue and to resolve the complaint

If you wish to take the complaint further, we will ask you to put your complaint in writing, if you have not already done so, and will acknowledge the written version of the complaint separately.



We will send you an initial written response to your complaint within 14 days of receiving your complaint in writing. Every qualified family mediator recognised by the Family Mediation Council is required to have a professional practice consultant (PPC), who provides the mediator with professional support and guidance. We are required to inform our PPCs about the complaint.

Within 7 days of receiving the complaint in writing, or as soon as reasonably practicable, written copies of all correspondence relating to the complaint will be sent to our PPCs, and you will be copied in so that you can see that this has happened.

We will usually offer a meeting with you and will always consider doing so.

Any meeting concerning your complaint may include the mediator or mediators concerned, one of our PPCs or an independent mediator.

Written records of any meeting and discussions must be kept on both the case file, and our own professional files. If the PPC can help us to resolve the complaint at this stage, the PPC will decide whether the other party to the mediation should be informed about the complaint.

If we can resolve the complaint with you on an informal basis at this stage, then written records of the nature of the complaint and its resolution, together with associated correspondence, will be kept on file and reviewed by the PPC so that lessons can be learned.

If we are unable to resolve the complaint with you with the help of our PPC, within 14 days of our initial written response to you, or as soon as reasonably practicable, a completely independent person qualified to act as a PPC will be appointed to review the complaint – this will not be our own PPCs, but someone who has no ongoing professional relationship with us, specially appointed to deal with your complaint. In relation to this independent PPC:

We will ensure that you are told in writing, as soon as reasonably practicable, the name of the person who will be reviewing the complaint.

Once an independent PPC is appointed, any ongoing mediation with us must stop. We must also inform the other person that there has been a complaint, although the other person is not entitled to know the details.



The independent PPC will be asked to review both the complaint and any unsuccessful attempts to resolve the complaint; they will have copies of all communications, including telephone attendance notes and a full copy of the mediation or assessment file. The independent PPC: Will have 21 days from appointment to attempt to resolve the complaint. Will write to you directly to let you know that they have been appointed to consider your complaint, and what the timetable is for the review. Will discuss the complaint as fully as possible with us and, if possible, seek to agree the next step that should be taken, they may also at this stage request to see additional information and ask for this to be sent to them.

If our complaints process has not been successful, you may complain to the FMC within 3 months of the last mediation session or the intake meeting).

You can find more information about this at:

<https://www.familymediationcouncil.org.uk/complaints-about-mediators/>