



CLIENT TERMS & LEGAL POLICIES

Effective Date: 01.05.2026

Provider: Meadow Mediation

Standards: FMC Code of Practice (May 2018), FMA Professional Standards, UK GDPR

1. TERMS OF SERVICE (CLIENT AGREEMENT)

1.1 Overview of services

We provide professional family mediation services to support separating or conflicted individuals in reaching their own agreements without court intervention where possible.

Our services include:

- Mediation Information and Assessment Meetings (MIAMs)
- Joint Mediation Sessions
- Summaries of Proposals

Mediation is designed to help parties communicate effectively and reach voluntary agreements regarding children, finances, and related arrangements.

1.2 Nature of mediation

Mediation is a **voluntary, confidential, and non-binding process**.

This means:

- You are not required to reach an agreement
- You may withdraw at any time
- The mediator does not impose decisions
- Any agreement is only binding if later formalised legally

Mediation is not a replacement for legal advice.

1.3 Role of the mediator

The mediator is an independent and impartial professional who:

- Facilitates constructive communication between parties
- Remains neutral at all times



- Does not represent either party
- Does not provide legal or financial advice
- May provide general information to assist understanding

The mediator may pause or terminate sessions where appropriate, including concerns about safety, fairness, or participation.

1.4 Client responsibilities

By using our services, you agree to:

- Participate respectfully and in good faith
- Provide accurate and complete information where relevant
- Disclose financial information fully where required
- Inform the mediator of any safeguarding or safety concerns
- Refrain from abusive, controlling, or disruptive behaviour

Failure to meet these expectations may result in suspension or termination of mediation.

1.5 Children and safeguarding

Where children are involved, their welfare is the priority.

We may:

- Encourage child-focused discussions
- Offer child-inclusive mediation by one of our child-focused family mediators (where appropriate and consented)
- Pause or stop mediation if safeguarding concerns arise

Mediation does not replace parental responsibility or safeguarding obligations.

1.6 Confidentiality

All mediation sessions are strictly confidential.

This means:

- Discussions cannot be shared outside mediation
- Information is generally not admissible in court
- The mediator cannot be called as a witness
- Recording of any session is strictly prohibited



All communications are also protected under the legal principle of “**without prejudice**”, meaning they form part of private settlement discussions.

1.7 Exceptions to confidentiality

Confidentiality may be overridden only where required by law or safety considerations, including:

- Risk of harm to a child or vulnerable adult
- Risk of serious harm to any person
- Legal obligations or court orders
- Disclosure of criminal activity

Where safe and appropriate, parties will be informed before disclosure is made.

1.8 Fees and payment

Our fees are:

- MIAM (60 minutes): £100 per person
- Joint mediation session (90 minutes): £180 per person
- Summary of Proposals: £100

Payment must be made at least **48 hours before the session**, unless otherwise agreed.

Cancellations

- Less than 48 hours’ notice: full fee charged
 - Failure to attend: full fee charged
 - Sessions may be rescheduled, subject to availability
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1.9 Financial disclosure

Where financial matters are discussed:

- Both parties must provide full and honest disclosure
- The mediator does not verify financial information
- Any agreement is based on the assumption of full disclosure

If disclosure is later found to be incomplete or misleading, agreements may be challenged.

1.10 Limitation of liability



We are not responsible for:

- Legal outcomes of any agreement reached
- Decisions made independently by clients
- Accuracy of information provided by clients
- Court approval or rejection of agreements

Clients are encouraged to seek independent legal advice where appropriate.

1.11 Complaints

If you are unhappy with our service:

1. Raise concerns directly with the mediator
 2. If unresolved, escalate under the Family Mediators Association complaints procedure
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1.12 Acceptance

By booking or attending our services, you confirm that you:

- Understand these Terms
 - Agree to participate under these conditions
 - Accept the limits of mediation services
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2. PRIVACY POLICY (UK GDPR)

2.1 Information we collect

We may collect:

- Contact details
 - Family and relationship information
 - Financial disclosure information
 - Mediation notes and correspondence
 - Safeguarding-related information
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2.2 How we use your data

We use your data to:



- Provide mediation services
 - Facilitate communication between parties
 - Prepare summaries or agreements
 - Maintain professional records
 - Comply with legal and safeguarding obligations
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2.3 Legal basis

We process data under:

- Contract
 - Legal obligation
 - Legitimate interests
 - Consent (where applicable)
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2.4 Confidentiality

All mediation data is confidential and protected under “without prejudice” legal principles.

2.5 Data sharing

We only share data where necessary with:

- Legal advisers (with consent)
- Courts or regulators (where required by law)
- Approved service providers (e.g. email, cloud storage, video platforms)

We do not sell your data.

2.6 Data retention

We retain client records for **6 years** after the conclusion of mediation, unless legally required to retain them longer.

2.7 Your rights

You have rights to:

- Access your data
- Request correction



- Request deletion (where applicable)
 - Restrict processing
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2.8 Security

We use appropriate technical and organisational measures to protect your data.

3. COOKIE POLICY

3.1 What are cookies?

Cookies are small files stored on your device to improve website performance and user experience.

3.2 How we use cookies

We use cookies to:

- Ensure website functionality
 - Improve performance
 - Analyse usage
 - Remember preferences
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3.3 Types of cookies

Essential cookies

Required for website operation.

Analytics cookies

Help us understand how visitors use the site.

Functionality cookies

Remember user preferences.

3.4 Third-party cookies



Some cookies may be set by external services such as analytics providers or embedded content platforms.

3.5 Managing cookies

You can disable cookies in your browser settings, but some features may not work correctly.

3.6 Consent

By using our website, you consent to cookie use.

4. DATA PROCESSING AGREEMENT (DPA)

4.1 Purpose

This DPA governs how personal data is processed in connection with mediation services in compliance with UK GDPR.

4.2 Scope

Data is processed only for:

- MIAMs
 - Mediation sessions
 - Documentation preparation
 - Communication between parties
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4.3 Data types

Includes:

- Personal identification data
 - Financial information
 - Family and child-related information
 - Sensitive safeguarding data
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4.4 Processor obligations

We agree to:

- Process data only for mediation purposes
 - Maintain confidentiality
 - Implement security measures
 - Assist with data subject requests
 - Report data breaches promptly
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4.5 Sub-processors

We may use:

- Email providers
- Cloud storage systems
- Video conferencing tools

All must comply with UK GDPR.

4.6 Data retention

Data is retained for **6 years** unless legally required longer.

4.7 Security measures

Include secure access controls, encrypted storage where appropriate, and restricted file access.

4.8 Data breaches

Breach incidents will be reported without undue delay.

4.9 International transfers

Only where adequate safeguards exist (UK adequacy or SCCs).

4.10 Deletion



Data is securely deleted when no longer required.

5. SAFEGUARDING STATEMENT

We are committed to safeguarding children and vulnerable adults.

Where concerns arise, we may:

- Take protective action
- Terminate mediation
- Share information with safeguarding authorities where required

Safeguarding obligations override confidentiality where there is risk of harm.

6. GENERAL DISCLAIMER

- Mediation is not legal advice
- No outcomes are guaranteed
- External links are not controlled by us
- Decisions are made voluntarily by clients

7. WEBSITE NOTICE

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