

# Mediation Registration Form

The basic information on this form is held and protected under the Data Protection Act only with your permission. We may have entered some details which we already have from you by telephone, please check these and complete as much of the rest as you feel is possible or appropriate. There may be aspects you wish to discuss with whoever is meeting with you.

**Referred By:**

Where did you hear about our service? :

**Date of Referral:**

Who did you first contact? :

<b>Your Information:</b>		<b>Information of other party</b>	
Mr/Mrs/Ms:		Mr/Mrs/Ms:	
First name:		First name:	
Last name:		Last name:	
Age:		Age:	
Please give details of contact numbers we can use:		Please give details of contact numbers we can use:	
Mobile:		Mobile:	
Daytime:		Daytime:	
Email:		Email:	
Address:		Address:	
Postcode:		Postcode:	
Council Area:		Council Area:	
We will never share these details without your express permission.		We will never share these details without your express permission.	
Please describe the current residency agreement for the child/ children.			
<b>Children:</b>			
First Name	Surname (Name known by)	DOB	M/F

Are you and the other parent: (please highlight all those that apply)				
Still in same house				
Legally separated in same house				
Separated	Still married	Never married	Divorcing (proceedings started)	Divorced
How long since separation:				
Please list any other agencies or organisations involved with your family in relation to these matters? (e.g. Social Work, GP) Please explain how they are involved.				
<b>Further Information</b>				
Have you taken initial advice from a solicitor?	Y	N		
Are you represented by a solicitor?	Y	N		
If Y, please provide:				
Name of Solicitor:	Company:		Telephone:	
(If you answer yes, we will contact your solicitor)				
<b>Client Contribution:</b>			<b>Further Information</b>	
Has Court Action been raised?	Y	N		
Has there been a Court hearing	Y	N		
Is there any Court order relating to your child(ren)?	Y	N		
Is any Court date due?	Y	N		
Due Date of Court Hearing:				
If Y, please give details:				

## **Client Service Agreement**

Following your Intake Appointment, we will contact you to advise you if we agree to offer you mediation and contact support services. The following information outlines what you can expect from us during the process and what our responsibilities will be to one another. If you do not understand anything or require any further explanation, please do not hesitate to contact us.

### **Responsibilities**

For us to be able to work successfully together it is important we follow some agreed protocols.

### **Service Fees**

We require you to disclose all relevant information regarding whether you are eligible for legal aid or if you will be self-funding to enable us to complete and offer the appropriate services within agreed timescales. Our fees are listed at the end of this letter. Any additional work required which is not covered by these terms will be agreed with you in writing and in advance of any services being performed. For those clients who are self-funding we will require payment by bank transfer into our bank account a minimum of **48 hours** in advance of the service being delivered. (i.e. if the service is being provided on a Saturday, we will require you to make payment by the close of the working day on the Thursday).

### **Rules and Boundaries**

We reserve the right to withdraw our services should we deem that there has been persistent inappropriate behaviour, including unauthorised use of recording devices, abusive language, threatening behaviour. A warning letter will be issued on the first instance of such behaviour. What you say in mediation sessions cannot be used later in court proceedings if mediation breaks down. Only factual information such as details of your property can be used in court proceedings.

### **Supported or Facilitated Handover Contact**

An Attendance Record can be requested by either party, or their legal representatives or the Court, however we will only create such a record from 3 or more completed appointments. There will be a charge for this and is payable in advance. The attendance record is brief and factual. It will indicate dates, times, and other objective data (e.g. whether a session has been attended/cancelled/not attended, if cancelled the reasons given). No comment will be made as to the quality of contact will be included. All relevant parties will receive a copy of the record, regardless of who requested it initially.

### **Supervised Contact**

A written report may be requested by either party, or their legal representatives or the Court. There will be a charge for this and is payable in advance. Reports are always based on factual information about contact, as observed by the contact supervisor. A report can contain feedback on up to 6 contact sessions, and so they will be a summary account of individual observations. All relevant parties can receive a copy of the record.

### **Cancellations / Nonattendance**

If you are unable to attend a session for any reason, you should call the Contact Centre as soon as possible to cancel and rearrange, at least **one full working day** prior to the session taking place. If you fail to let us know you cannot attend, after three periods of non-attendance (per client) for previously scheduled appointments, we reserve the right to withdraw our services. In addition, you may be charged for any sessions that are missed.

### **Termination of Service**

Should you wish to withdraw from the agreement and cease using our services, you must contact your solicitor to advise them of your decision, however, it is also important for you to advise your Service Manager. If you fail to advise us, you may be charged for services that have been arranged and that you no longer require.

### **Complaints**

Many matters can be resolved without progressing to the Formal Complaint Stage. If you have a concern about a service you have received, then we would like to know so we can deal with the matter. You are encouraged to raise the matter informally with the person with whom the issue has arisen. If this is not possible or doesn't resolve your issue you can speak to the Service Manager, who would seek to resolve the issue if possible. If you are not satisfied at this stage, you may wish to move on the Formal Complaint Stage. Should you wish to make a complaint about a member of staff or the process, we have a Complaints Procedure. Please ask the Service Manager for further information.

### **Client Confidentiality Agreement & Privacy**

At Family Mediation (West of Scotland), we require to hold some of your personal information to be able to provide you with a service. We will keep records in compliance with the Data Protection Act 2018. Any information that you provide us with will be kept confidential within our organisation. We will not disclose this information to other individuals or external agencies without your permission unless legally required to do so. If you require any further information on our GDPR policy, please contact us.

### **What do we do with your information?**

Any information that you provide us with will be kept confidential within our organisation, and this is the responsibility of the Director Richard Donald. We ask our clients for feedback on the services they have received. Information from client work may be used anonymously to improve our service to clients, for learning, assessment, research, or publicity purposes and to evidence our work to potential and existing funders.

### **Who will we share it with?**

We will not disclose this information to other individuals or external agencies without your permission unless we are legally obliged to do so. Exceptions to this include circumstances where:

- we have concerns about the safety of a child or a vulnerable adult.
- something is said that suggests either you or your (ex) partner have benefited from the proceeds of crime (under the Proceeds of Crime Act 2002 and / or relevant money laundering regulations);
- there is violence or threat of violence before, during or after a session where the practitioner, client or other party feels it necessary to call the police, or where a practitioner or worker is a witness to an incident which results in criminal proceedings against a client; a disclosure is made relating to a serious crime, or if we have serious concerns about your own safety as we may have a duty to report this to the appropriate authorities;

**How long do we keep client records?**

We keep records for a minimum of 3 years and in some cases for seven years if this is a requirement of a professional body. After this time, your data will be disposed of securely. Please ask if you wish to know how long your personal data will be kept and note that if there is a child protection issue related to your case, we are legally obliged to keep your case notes securely forever.

**What are your rights?**

You have a right to access the personal data that we hold about you. If you wish to raise a concern about the way we hold your data, please contact your Service Manager who will investigate the matter. If you are not satisfied with our response, or believe we are not processing your personal data in accordance with the law, you can complain to the Information Commissioner’s Office (ICO).

I understand and agree to my data being held as described above.

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**Signature**