CONFIDENTIALITY AGREEMENT

Party 1 _____ Party 2 _____

Mediator 1 _____ Mediator 2 _____

The parties understand that all communications in mediation and mediation information and assessment meetings, (except the disclosure of financial information) are made on the basis that the communications are both (a) confidential and (b) will not be referred to in evidence in any court proceedings about the same issues. They will not be used in affidavits or statements. However, this promise of confidentiality does not prevent the mediator disclosing information where there is significant risk to the life, health or safety of children, the parties or anyone else.

2. The parties are also aware:

(i) that under the Proceeds of Crime Act 2002, where the mediator has reason to believe that either of the parties has benefited or may benefit from the proceeds of any crime there may be a duty to make a report to the National Criminal Intelligence Service without informing the parties that this is being done and that mediation may be discontinued without further notice; and

(ii) that if one or both parties are eligible for public funding the Legal Services Commission will have access to the Service's records and files.

3. The parties will not call the mediator as a witness, nor require him/her to produce in evidence any records or notes relating to the mediation or assessment meeting, in any litigation or other formal or informal legal process arising from or in connection with the issues being considered in this mediation, nor will the mediator act or agree to act as a witness, expert or consultant in any such processes. If any party does make such an application, s/he will fully indemnify the mediator in respect of any costs, including legal costs, incurred in resisting or responding to such an application.

4. In the event the court orders the mediator to give evidence and/or disclose his/her files then:

(i) the party who has made the relevant application to the court will fully indemnify the mediator in respect of the mediator's costs, fees and expenses;

(ii) If the court has made an order requiring the mediator to attend/give evidence/ disclose documents then the parties will be jointly and severally liable for the mediator's costs, fees and expenses.

5. Where a party privately discloses to the mediator any information in confidence or any legally privileged material before, during or after the mediation, the mediator will not disclose that information to any other party without the consent of the party disclosing it, unless:

(i) There is a significant risk to the life, health or safety of children, the mediator or anyone else; or
(ii) He/she is ordered to do so by the court.

By signing this document we confirm that we accept and understand the limits of confidentiality:

Parties Signed…… Date…….

Signed…… Date…….

Mediator/s

Signed…… Date…….

Signed…… Date……..