



COEJ MEDIATION SERVICES (CMS)

Agreement to Mediate ONLINE

Mediation is an informal way to resolve issues by negotiation and agreement in a safe and secure environment. It involves a confidential discussion, voluntarily entered by the participants and facilitated by a mediator. The role of the mediator is to ensure that all parties have an opportunity to speak and to listen to each other. Where an agreement is reached, the mediator may help to draw up a written statement when required. The contents of any agreement are decided by the parties. The mediator is impartial, does not take sides or make judgements. Mediators are independent, have no vested interest in a particular outcome and do not impose decisions on those participating.

- All parties (Mediators and Participants) will need to strictly adhere to Islamic rules of dressing and conduct. Further details can be sought from the mix gathering guidelines provided on our website www.coej.org
- Full details of the service and more information regarding Mediation are available on our website. You will also have received a leaflet and additional information through the Coordinator. By signing, this document, you acknowledge that you have read and understood the material received. In summary you are agreeing to the following:
- That you are participating on a voluntary basis in a good faith attempt to resolve issues with the participant(s) in this mediation. If agreement is not reached either party has the right to pursue formal proceedings.
- That everyone will keep the contents of your discussions in mediation confidential. Where outcomes and proposals are shared with other parties, such as legal advisers, this must be by agreement. Mediators will only break confidentiality where there are threats of harm to anyone in the family, or where there is evidence of financial misuse under the Proceeds of Crime Act 2002.
- That as 'processors' of personal data for the purposes of the Data Protection Act 2018 we must collect and store certain personal information. This is held securely and not disclosed to anyone.

- That discussions held in mediation are legally privileged and without prejudice. That is, they cannot be used as evidence in legal proceedings. Mediators cannot be called upon to testify on behalf of any party or submit evidence in a formal process such as a tribunal or contested court proceedings.
- The few notes written down by the mediator are for the purpose of the mediator's memory. These notes will be destroyed after the mediation session and will not be accessible to either party.
- That mediation can be stopped at any time by any of the participants or the mediator.
- If at any point you are unsatisfied with this service, you can follow our complaints procedure on our website.

- **On Line Mediation**

- **Terms for Mediators**

- a. I will not audio or video record any mediation session, and nor will you. I will check with you that neither you, nor anyone on your behalf, will do so.
- b. I may terminate online video mediation if there is inadequate quality of connection or a breach of this agreement may have occurred.
- c. I may suspend the mediation if there is any remote interruption and will restart the online session once satisfied that any interruption has been resolved and that it remains appropriate to continue following such interruption.

- **Terms for Participants**

- a. Only the people who have signed this agreement may be present in the same rooms used by the participants during any online video mediation session. You will confirm that you are not able to be overheard from your location.
- b. You agree to do all you can to ensure that you are not interrupted during online video mediation by anyone else such as children, relatives, pets, deliveries.
- c. You agree to turn off or put to silent any phones, tablets or computers, and disable any alerts announcements or notifications of texts, emails, tweets or other social media activity, and close all or any other open application.
- d. You agree to there being no live or deferred video or audio relay of the online mediation to third participants.
- e. You agree not to video or audio record any online session.
- f. You assign all intellectual property rights in the online video mediation sessions to the mediator.
- g. If you create any video or audio recording of the online mediation, inadvertently or otherwise, you undertake to destroy any such recording as soon as you become aware of its existence.

