

Terms & Conditions

Family Mediation Jersey (FMJ) is a not-for-profit charity providing a mediation service for families in Jersey. It is also a member of National Family Mediation (UK) and the Association of Jersey Charities. All mediators are professionally trained and supervised according to best practice. More information can be found on its website www.fmj.je.

Costs:

- All initial intake sessions (approximately one hour per person) are free of charge
- All clients will be means tested for mediation sessions and charged individually according to the income bands below, unless one party is willing to pay the full amount for both parties. FMJ reserves the right to cancel future mediation appointments if invoices are outstanding
- Clients will be assessed on their net income (from all sources) less income tax and social security deductions only
- If you are unable to keep a scheduled appointment, please give FMJ as much notice as possible; at least 24 hours in advance of a cancellation of an appointment, otherwise a fee of up to £50 may be charged
- FMJ's mediators reserve the right to stop the mediation process at any time, if they feel this is appropriate, or if the process is not best serving both clients
- Mediation sessions will be arranged as soon as possible according to both clients' and FMJ mediators' availability. In certain circumstances, it may be necessary to rearrange or postpone a mediation appointment
- Communication with FMJ mediators will be through mediation sessions only unless it has been agreed otherwise

****From the 1st July 2023***

*Net income (after statutory deductions)	% payable	Fee payable per person per session
Under £20,000 per annum	No charge	£0.00
£20,001 to £25,000	25%	£47.50
£25,001 to £35,000	50%	£95.00
£35,001 to £45,000	75%	£142.50
Over £45,001	100%	£190.00

If you would like to set up a payment plan, please contact the office to discuss.

Confidentiality:

By signing these terms and conditions, it is understood that mediation is a voluntary process and can be stopped at any time by either of the parties or the FMJ mediators. Nobody is to be put under

pressure to attend or to agree to anything which they do not want to.

I understand all communications with FMJ mediators are confidential and legally privileged (with the exception of the disclosure of financial information) and as such are not to be referred to as evidence in any court proceedings or used in affidavits or statements.

I understand however, this confidentiality does not prevent the disclosure of information where there is significant risk to the life, health or safety of children, the parties or anyone else or when law dictates this confidentiality cannot be maintained.

I understand I cannot call FMJ mediators as witnesses, nor require them to produce as evidence any records or notes relating to mediation in any formal or informal legal process, nor will the mediators act or agree to act as a witness, expert or consultant in any such processes.

Recording of sessions is not permitted without all parties (including the mediator's) consent. Any recording is confidential and cannot be used in evidence in any future court proceedings.

In the event the court orders FMJ mediators to give evidence and/or disclose files;

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

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

Payment:

Invoices will be issued regularly. Payment is due within 7 days of the date of the invoice unless an alternative payment plan has been agreed in writing with FMJ. Payment is due irrespective of whether paperwork has been provided following the session (for example, Summary/OFS/MOU etc). If invoices are not settled in accordance with these terms and conditions, interest may be applied to the outstanding sum and further mediation sessions may be cancelled/paused until payment has been received. If a payment plan is not adhered to, FMJ may seek full payment for all outstanding amounts within 7 days and interest may be applied.

Privacy:

FMJ takes privacy and security of clients' personal information seriously and will only use such information as set out in its Privacy Notice. By signing these terms and conditions you agree to adhere to our Privacy Notice which is available upon request or can be found on its website www.fmj.je.

Cancellation:

FMJ reserve the right to charge a £50 cancellation fee, if cancelled within 24 hours of your appointment.

Complaints:

FMJ provides a complaints policy on behalf of its clients in relation to the provision of its service and the conduct of its staff and mediators. This is available upon request and can be found on its website www.fmj.je.



I agree to abide by FMJ's Terms and Conditions and its confidentiality policy, which I have read and understood.

Signed:

Signed:

Name:

Name:

Date: