

Online and video mediation

Overview

This document outlines the process of using online and video (e.g. Skype) for Mediation Assessment and Information Meetings (MIAM) and Mediation Sessions.

It is recognised that family mediation is likely to be most effective when people speak face to face and in person. However, there are occasions when people cannot or decide not to come together in the same place to mediate. Child care, transport, mobility, accessibility, illness and location can all be reasons why people are unable to attend a MIAM or mediation in person.

Norfolk Family Mediation Service can offer a MIAM or mediation online or via video link in such circumstances, however we reserve the right to decline this option if we do not feel it is practical, appropriate or necessary to do so.

Should a MIAM or mediation session be offered online or via video link, the following terms and conditions must be abided by.

Terms for Mediators

- a. We will not audio or video record any mediation session, and nor will you. We will check with you that neither you, nor anyone on your behalf, will do so.
- b. We may terminate online video mediation if there is inadequate quality of connection or a breach of this agreement may have occurred.
- c. We 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 to mediate online 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.
- h. Online video family mediation is a without prejudice process to seek a negotiated settlement.

Minimum recommended specifications for hardware and software (mediators and participants):

- The latest version of the chosen webcam software for your device (most software will be supported to 2 major releases prior to the current one)
- A high-speed broadband connection (see below)
- High-quality or HD webcam
- Microphone and speakers (built-in or external headset with microphone)
- A desktop/laptop with a 2 GHz dual core processor or greater
- The latest version of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Safari
- Minimum suggested broadband connection:
- Minimum download speed 2Mbps / Minimum upload speed 1Mbps

Beginning and ending the session

- The client will provide a Skype address that is unique to them.
- Norfolk Family Mediation Service will initiate the session by Skype calling the account provided.
- At the beginning of the session the mediator will confirm that the above terms and conditions have been met, particularly that
 - a) The client will not create any electronic, video or audio record of the mediation
 - b) The client will not make or allow any live or deferred video or audio relay of the mediation to others
 - c) Only the participants to the mediation and those who have signed the agreement to mediate will be present in the room used by each participant during any mediation session
- If at any point during the session the above 'Terms for Participants' are breached, the mediator reserves the right to terminate the session. In such an instance the mediation may be postponed and rescheduled. Norfolk Family Mediation Service reserves the right to charge for any rescheduled appointment in addition to the payment made for the terminated / postponed session.
- At the end of the session the mediator will terminate the call.
- All other correspondence aside from the specified MIAM or mediation session will be made by telephone, email or letter.

Confidentiality and Data Protection

Norfolk Family Mediation Service will handle your data and respect your privacy in accordance with data protection legislation and with the service's policies on Confidentiality, Data Protection and Privacy. For a copy of any of these documents please contact us on 01603 620588 or admin@norfolkmediation.co.uk

Client agreement to mediate online / via video link

I confirm that I have read and understood the above terms and conditions and that I would like to mediate online/ via video link. I confirm that I will abide by the terms and conditions above.

Signed: _____

Name of client: _____

Date: _____

Mediator agreement to mediate online / via video link

I confirm that I have read and understood the above terms and conditions and that I consider it suitable to offer mediation/MIAM online/via video link. I confirm that I will abide by the terms and conditions above.

Signed: _____

Name of mediator: _____

Date: _____