

THE MEDIATION CENTRE

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AGREEMENT TO MEDIATE

This is an Agreement Between:

AND

The Mediation Centre (“The Mediator”)

1. The people named above want to try to settle the dispute between them through mediation with The Mediation Centre. The issues to be discussed are:

2. Role of the Mediator

Each person understands that the mediator does not represent any of the parties, and is not acting as a lawyer (whether trained as one or not) for any of them. The mediator’s job is to help the parties to come to an agreement which they think is fair and reasonable, and in the best interests of the child(ren).

3. Independent Legal Representation

Serving families in Halton, Hamilton, Brant, Niagara, Haldimand, Norfolk, Waterloo and Surrounding Regions

The parties understand that the mediator will not give them legal advice or a legal opinion. The parties understand that they can and should speak to a lawyer about their situation, and that they can do so at any time.

4. Confidentiality

The parties agree that mediation is confidential with the following exceptions:

- a) The mediator can talk or write about the case without using identifying information, for research or educational purposes;
- b) The mediator must report any suspicions that a child may be in need of protection under The Child and Family Services Act.
- c) The mediator must disclose where there are reasonable grounds to believe that there is a real or perceived threat to any person's life or physical safety.
- d) The mediator may speak to a third party where an individual consents to the disclosure of his or her own personal information.
- e) The terms of an agreement, memorandum of understanding or plan arising from the mediation can be shared with the court, and all counsel, including counsel for the child where applicable.
- f) Participants may always discuss the content of ADR with their counsel.

The parties agree that neither the participants nor the mediator can be subpoenaed, required to testify or called to give evidence relating to representations, statements or admissions made in the course of the mediation, or to produce or called to produce documents prepared or exchanged during the mediation in a civil proceeding.

5. Bringing Other People into the Mediation

The mediator may ask other people to participate in the mediation if the parties agree.

6. Disclosure of Information

The parties agree that they will each make available any information that may help to resolve the dispute.

7. Mediation Sessions

The mediator will schedule the time and place of the mediation sessions with the parties. The parties agree to give the mediator 24 hours notice if the session has to be cancelled.

The mediator may meet with the parties together or individually.

8. Conclusion of Mediation

Any party has the right to withdraw from the mediation at any time. The mediator has the right to end or suspend the mediation where continuing the process could harm or prejudice one or more of the parties or the child(ren).

The only information the mediator will send to the parties and their counsel will be a list of any agreements in principle reached. No agreements reached in mediation are binding and it is strongly recommended that they be reviewed by each participant's counsel.

9. Further Agreements

The parties agree that none of them will begin any court action during the course of mediation. Any court action already started will be adjourned until the mediation ends.

10. Email Communication

We agree to the use of email to communication with respect to scheduling of appointments and sharing of information. We acknowledge that email communication is not as confidential in some circumstances as other means of communication.

The parties agree that they have read this agreement, understand it, and agree to take part in mediation on the basis of this agreement.

Date Signature

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Mediator's Signature