

## **TERMS AND CONDITIONS OF SERVICE**

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*Terms and conditioned updated 22<sup>nd</sup> April 2025*

*These terms and conditions are subject to change.*

### **Payment**

*All payments are due upon receipt of an invoice from RESOLUTION FOCUSED MEDIATION and applies to a claimed and approved mediation voucher from the Family Mediation Council.*

*The full terms and conditions of payment will be written on the invoice.*

*All the terms of service provided with the invoice will become void, if a payment is not received before the date stated on the invoice.*

*Terms of service to include mediation service provided (MIAM, mediation meeting, drafting paperwork, and pre mediation work), date and time of mediation appointment and venue of the mediation appointment.*

*When payment is received late, RESOLUTION FOCUSED MEDIATION, reserve the right to cancel the provisional booking or exercise discretion to provide another date or provide the terms of service (date, time, and location of venue) provided on the invoice, within reason, dependent on the venue and mediators availability.*

### **Family Mediation Voucher – Client(s) Application Request**

*The mediator will request a holding deposit of £50.00 per client to be held on the client(account).*

*The holding deposit is requested to cover the mediator's administration costs attributed:*

- *To making a Mediation Voucher application to the Family Mediation Council – covers the cost of the first mediation meeting.*
- *Client(s) cancelling the first mutually agreed mediation meeting, once a family mediation voucher has been approved by the Family Mediation Council.*

### **Cancellation/ Refund Policy**

*The mediation session cannot be cancelled once the mediation meeting has been paid for and booked by the client(s). There are no refunds for a mediation that has been confirmed, paid, and booked by the client.*

*The mediation session cannot be cancelled once the mediator has claimed a mediation voucher from the Family Mediation Council; approved and assigned to the client(s), and a date has been mutually agreed by the client(s). The mediator will retain the client(s) holding deposit of £50.00 per client(s) on account cancel the mediation session.*

*The mediator may terminate all mediation services if any of the following applies:*

- A breach in the RESOLUTION FOCUSED MEDIATION privacy policy by a client*
- A breach in RESOLUTION FOCUSED MEDIATION confidentiality by a client*
- A breach of any terms of the mediation agreement by a client*
- A breach of RESOLUTION FOCUSED MEDIATION data protection by a client*
- A breach of RESOLUTION FOCUSED MEDIATION by a client*
- A breach of RESOLUTION FOCUSED MEDIATION safeguarding policy by a client*

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- g) *Any other breaches including criminality and tax evasion by the client or associated contacts*
- h) *The client(s) fail to commit to a date for mediation and cancels 2 or more mutually proposed mediation meeting dates provisionally booked with the allocated mediator.*

*RESOLUTION FOCUSED MEDIATION may offer a partial refund in exceptional circumstances where mediation services are terminated by RESOLUTION FOCUSED MEDIATION for any breaches related to TCALMS Solutions Ltd privacy policy, confidentiality policy, and any terms of the mediation agreement, data protection policy, safeguarding policy, criminality, and tax evasion.*

*Sometimes, it will not be possible to change the mediation meeting date agreed by the client(s):*

- *Once the client(s) has paid and confirmed.*
- *When the other client in the mediation may not agree to a change in date and venue – which was previously mutually agreed.*
- *Once the client(s) have mutually agreed a time and date, and the allocated mediator has confirmed a Family Mediation Voucher has been approved and allocated to the case.*

*If a client requires another date for a mediation session, from which was originally mutually agreed, RESOLUTION FOCUSED MEDIATION, where possible, can offer an alternative date and/or venue for the mediation only if the other client in the mediation agrees and if there is availability, in which case RESOLUTION FOCUSED MEDIATION will charge an administration fee for changing the booking (to cover the online platform cost or meeting room booking and any other associated costs with changing the mediation booking requested by the client). RESOLUTION FOCUSED MEDIATION would advise all clients to the administration cost at the time of the request of changing the dates and or times.*

*Where a mediation session is cancelled by a client(s), and the client decides mediation services no longer required, RESOLUTION FOCUSED MEDIATION reserves the right to charge the full cost of the mediation session that was booked, paid for, and confirmed between mediator and client(s), without refund.*

### **Online Video Mediation**

*The mediator may terminate an online video mediation if there is inadequate quality of connection or a breach of the privacy policy, agreement to mediate, or data protection policy.*

*The mediator may suspend the mediation if there are any remote interruptions or internet connection problems. The mediator will restart the online session once satisfied that any interruption has been resolved and that it remains appropriate to continue following such interruption.*

*RESOLUTION FOCUSED MEDIATION strictly prohibits live or deferred video or audio relay of the mediation session to any third party.*

*RESOLUTION FOCUSED MEDIATION strictly prohibits video or audio recording of the mediation session to any third party.*

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### **Complaints**

#### **Who to contact first with your complaint?**

*Speak or write directly to your mediator with full details of your complaint. It would be helpful to include your full name, the name of all participants on the other side of any mediation and the date of any mediation that has taken place or is booked. Please provide a telephone number and email address (even if you have already provided one) to make sure that we have a record of it should we need to contact you urgently for any reason.*

*If the complaint is about an aspect of our administration/ service and or a breach of family mediation code of practice, you should write in the first instance directly to the individual mediator or managing director at the following address:*

RESOLUTION FOCUSED MEDIATION  
282 Leigh Road  
Leigh on Sea  
Essex, SS9 1BW  
Email: [office@resolutionfocusedmediation.co.uk](mailto:office@resolutionfocusedmediation.co.uk)  
Tel: 07468 723 817

#### **What we will do to resolve your complaint**

*We may need to contact you for further information on receipt of your complaint  
The individual mediator or the managing director will acknowledge the complaint within five to seven working days (exceptions: annual leave and sickness will mean acknowledgement could take longer).  
The complaint will be investigated fully and in detail.  
A written response from us will be provided within 60 working days, unless a short extension of that time period is required to further investigate, in which case we will notify you.*

#### **If you are not satisfied with our response, you may refer your complaint to:**

Family Mediation Standard Board  
Contact details can be found on the Family Mediation Council Website  
<https://www.familymediationcouncil.org.uk/complaints-about-mediators/>  
Email: [complaints@familymediationcouncil.org.uk](mailto:complaints@familymediationcouncil.org.uk)  
Tel: 01707 59405

*Please note that the Family Mediation Standards Board will only deal with your complaint if RESOLUTION FOCUSED MEDIATION internal complaints process has been fully exhausted and the complaint involves a potential breach of the code of family mediation practice.*