

**2024 Standard Civil Contract**

**Specification**

**Category Specific Rules:**

**Family Mediation**

## **Section 18 Family Mediation Specification**

### **PART A: GENERAL PROVISIONS**

#### **Scope of this Specification**

- 18.1 In relation to Contract Work conducted in the Family Mediation Category of Law this Section 18 (the "Mediation Specification") shall take precedence over the general provisions contained in Sections 1 to 6.
- 18.2 This Mediation Specification sets out rules under which Family Mediation must be carried out and information about the conduct of Family Mediation Contract Work. It sets out how we will exercise our right to assess your Contract Work and specifies organisational requirements, which include maintaining information and providing reports. It also includes a range of requirements relating to Clients.
- 18.3 All the procedures and rates governing payment for Family Mediation (which is classified as Controlled Work) can be found in Legal Aid Legislation and are referred to in this Mediation Specification.

#### **Definitions**

- 18.4 Unless otherwise stated, definitions which are set out in Legal Aid Legislation and the Standard Terms apply to this Mediation Specification including the Annex and are not repeated here.
- 18.5 In this Mediation Specification including the Annex, the following expressions have the following meanings:
- "Agreed Proposals"* means where the parties have reached agreement/consensus on some or all of the issues in dispute and a written Mediation Summary is produced reflecting that agreement;
- "All Issues"* means a Family Mediation where all issues pertinent to the legal and financial aspects of separation or divorce are considered in the Mediation. This must include substantive consideration of:
- (a) an issue in relation to the division of family assets and other financial arrangements, property and pensions; and
  - (b) an issue in respect of any arrangements to be made for the child/ren of the family;
- "Alone MIAM"* means where only your Client (and no other party) has agreed to consider Mediation and therefore it is only your Client who attends the MIAM;

"*Application Form*" means a form (the content and format of which is stipulated by us) to be used to apply for Legal Aid.

"*Category*", "*Categories*", "*Category of Law*" or "*Category of Work*" means the definitions of each category of law which are set out in the Category Definitions 2024;

"*Category of Work*" means the specific categories of Family Mediation Contract Work set out in Paragraph 18.94;

"*CCMS*" means our online client and cost management system for managing the electronic transmission of information between us and Providers (including any Counsel or other third parties you appoint in accordance with Clause 3 of the Standard Terms) in connection with civil Contract Work;

"*Child*" has the meaning given to the term in the Procedure Regulations;

"*Child Only*" means Family Mediation where all issues pertinent to any arrangements for the child/ren of a family, including extended family, are considered in the Mediation (this does not include aspects relating to family assets, property and pensions other than arrangements for child support);

"*Child-Abduction Mediation*" means mediation in proceedings under paragraph 17(1)(a) and 17(1)(b) of Part 1 of Schedule 1 to the Act;

"*Contract Guide*" means a guide issued by us specifically in relation to the Contract and published on our website

"*Co-Mediation*" means Mediation with two Mediators for all or part of the Mediation;

"*Controlled Work*" has the meaning given in regulation 21(2) of the Procedure Regulations;

"*Costs Limit*" means as described in regulation 35(1)(a) of the Procedure Regulations;

"*CWA*" means our online contracted work and administration system for managing the electronic transmission of information between us and Providers in connection with Family Mediation Contract Work;

"*Delegated Function*" means a function of the Director or the Lord Chancellor delegated to you by an Authorisation;

"*Exempted Person*" has the meaning given in regulation 20 of the Procedure Regulations;

"*Family Mediation*" has the meaning given in regulation 7 of the Procedure Regulations and regulation 16 of the Merits Regulations and "Mediation" and "to Mediate" have the corresponding meaning;

"*Financial Regulations*" means regulations made under section 21 of the Act;

"*Findings*" include not only findings on particular practices (such as failing to assess financial eligibility or charging for administrative work that is not allowable) but in relation to more general matters, such as:

- (a) or the average percentage reduction on Assessment of a sample of your files; or
- (b) claiming for more than one Standard Fee or where we consider that only one such fee should be payable; or
- (c) where we consider the wrong level of Standard Fee has been claimed.

"*Joint MIAM*" means that both parties to the dispute have agreed to consider Family Mediation and attend the MIAM at the same time;

"*Matter*" means a Controlled Work matter governed by this Specification;

"*Mediation Summary*" which means the recorded details of the proposals agreed in the Mediation process in all or some of the areas identified at the start of the Mediation. "Memorandum of Understanding" has the corresponding meaning;

"*Mediator*" means an individual who is employed and holds current Family Mediation Council Accreditation (FMCA status) or holds any other form of accreditation that we may specify from time to time in accordance with Paragraph 18.49 below;

"*Merits Regulations*" means The Civil Legal Aid (Merits Criteria) Regulations 2012;

"*MIAM*" means the Mediation and Assessment Meeting in which the Mediator will assess whether, in the light of the parties, the dispute and all the circumstances, a case is suitable for mediation;

"*Mis-Claiming*" means claiming in a manner that is clearly contrary to the Contract and where no discretion arises as to payment. For instance, claiming using the wrong rates, or incorrectly claiming VAT;

"*Multi Session*" means where Mediation proceeds beyond the initial session irrespective of the number of sessions and the outcome;

"*Outreach*" means any location (additional to your Office) denoted in your Schedule and from which you are permitted to deliver Contract Work;

"*Over-Claiming*" means claiming more than we determine to be reasonable on Assessment, but where discretion arises as to the amount allowable. For instance, claiming one hour for an attendance where on Assessment we consider that only 30 minutes would have been reasonable or claiming a Disbursement where we consider that it was not reasonably incurred;

"*Paragraph*" means unless otherwise specified, one of the Paragraphs of this Specification;

"*Procedure Regulations*" means The Civil Legal Aid (Procedure) Regulations 2012;

"*Property and Finance*" means Family Mediation where all the issues pertinent to the financial aspects of separation or divorce are considered in the Mediation (this does not include aspects relating to child/ren arrangements);

"*Quality Assurance Standards*" means the standards set out in the Annex which you must comply with at all times during the Contract Period;

"*Remuneration Regulations*" means regulations made under section 2(3) of the Act;

"*Sample*" has the meaning given to it in Paragraph 18.140 (a sample of no fewer than 20 Claims made by you);

"*Schedule Payment Limit*" means the maximum sum we will pay you, while a Schedule is in force, for Controlled Work;

"*Separate MIAM*" means where all parties to the dispute agree to consider Mediation but only one party attends a MIAM at any one time;

"*Service Standards*" means the service standards requirements set out in this Specification;

"*Single Session*" means a Mediation that does not proceed beyond one session (which may be because the Mediation has broken down or because the issues in dispute have been resolved in one session);

"*Standard Fee*" means a fee payable under this Specification for a case or an item of work which is calculated on a basis other than hourly rates and which are set out in the Remuneration Regulations; and

"*Supervisor*" means a person who meets the Supervisor Standards set out at Paragraph 18.34.

## **General Powers**

- 18.6 For Controlled Work, the decisions to provide services are taken by you on behalf of the Director in accordance with an Authorisation. Generally, this Contract does not restrict the number of Family Mediations you may undertake. You have our authority to commence Controlled Work Matter Starts without further permission from us in accordance with and as set out in your Schedule.
- 18.7 You must report all Controlled Work Matter outcomes promptly, fairly and accurately in accordance with the Contract Guide.

## **Applying the Legal Aid Legislation**

- 18.8 You may undertake Family Mediation Controlled Work for Clients, subject to:
- (a) the Act and any secondary legislation made under it (including the Merits Regulations, Procedure Regulations and the Financial Regulations); and
  - (b) the provisions of this Contract.
- 18.9 Decisions relating to the making and withdrawal of determinations about Controlled Work are delegated to you by the Director in accordance with an Authorisation.
- 18.10 You should exercise the Delegated Functions in every appropriate case and these decisions should not be referred to the Director or anyone else to whom he has delegated his determination making function in accordance with an Authorisation although advice may be sought in cases of difficulty or doubt. These Delegated Functions must in all circumstances be exercised in accordance with the terms of this Contract.
- 18.11 You must apply the relevant Merits Regulations, Financial Regulations and Procedure Regulations and the provisions in this Specification, to all Contract Work you undertake. These Regulations must be applied both:
- (a) when the application for the prospective Client is made; and
  - (b) as and when further work is provided throughout the matter.

## **Electronic Working**

- 18.12 All communications with the Director or us relating to Contract Work must be made electronically, unless we have notified you that we are prepared to receive communications on paper or otherwise.
- 18.13 CWA is our primary method of communication with you for Controlled Work. Subject to any alternative or replacement requirements that we may specify from time to time, you will submit associated evidence or requested documentation to the Director and/or us using one of the following two methods:
- (a) uploading a file to CWA in .pdf, .tiff or .rtf format, not exceeding 8MB in size for a single document; or
  - (b) submitting information to our central postal hub, in the format we specify and with the system generated cover sheet.
- 18.14 Pursuant to Paragraphs 18.1 to 18.3:
- (a) we or the Director may reject any evidence you provide to us which is not submitted in the form we or the Director require;
  - (b) where we or the Director request copies of original documentation, you must make a copy of the original documentation;
  - (c) where we ask you to obtain a declaration from your Client we will require you to retain a copy of the original declaration and Client signature on your file. We may request the original signed declaration at any time during the Contract Period and at any time within six years after the Contract ends;
  - (d) you must keep original copies of any evidence you could be reasonably expected to retain as evidence of work conducted on the case. We may request the original evidence at any time during the Contract Period and at any time within six years after the Contract ends; and
  - (e) We will use the website to notify you of any exceptions to the process, including any alternative methods of submitting information to us.

## **Schedules**

- 18.15 The Schedule authorises you to perform the Contract Work from the Office and any Outreach locations specified in it.
- 18.16 The Schedule will be issued covering the terms and limits which are specific to you and your Contract Work.

18.17 The Schedule is generally issued annually to cover the period 1 April to 31 March in each year of the Contract term but we may specify a different duration.

#### *Offices*

18.18 The Schedule will expire on the date specified in your Schedule or Contract for Signature. When a Schedule expires but this Contract remains in force, we will issue you with a new Schedule unless you have given us at least one month's notice that you do not wish us to do so.

18.18A For the purposes of the Paragraph 18.15, an Office must be a building which is suitable to cater for the needs of your Clients and personnel, enabling you to satisfy all relevant Health and Safety legislation, the Quality Standards and Service Standards of this Contract and to protect Client confidentiality and comply with the requirements of Good Industry Practice. An Office must have waiting facilities and at least one private interview room which allows Client confidentiality to be protected. An Office must have the appropriate equipment to deliver services and be suitable to undertake work to progress a Client's case. Residential property, hotels, vehicles and other temporary or movable locations do not count as Offices for these purposes (although such temporary arrangements may form part of authorised Outreach Services). An Office must have good access for Clients.

18.18B For the purposes of Paragraph 18.15, you may operate an Office in a shared building such as another legal services provider's premises or in a serviced office arrangement but must have a right of access to the Office at all times during Business Hours for the purpose of providing face-to-face legal services at that Office. Any breach of this Paragraph is a Fundamental Breach and we may serve a notice on you terminating your Contract.

18.18C The following locations do not constitute an Office for the purposes of this Contract:

- (a) virtual offices or any such similar arrangement whereby all communication (written, electronic or by telephone) is referred to another location;
- (b) serviced premises, shared premises or similar where you do not have exclusive use of a designated space meeting the requirements of Paragraph 18.18A; or
- (c) serviced premises, shared premises or similar which are not staffed by a representative of your organisation (whether employed by you



or not) who is able to arrange appointments and other meetings and where appropriate arranging advice in emergency cases.

*Storage of confidential information.*

18.18D Every Office which is used for the storage of confidential information such as Client files must be secure and meet Data Protection Legislation, Legal Aid Legislation and your professional obligations.

**Providing information to another Provider**

18.19 If you have provided Family Mediation to a Client and that Client chooses to instruct another Family Mediation Provider with regard to the same matter or issue, you are required, on request from the new Provider and only with the consent of both parties, to give to the new Provider the Client's file, or a copy, and reasons for the termination of the retainer, as soon as practicable.

Misrepresentation

18.20 If you know or suspect that the Client:

- (a) has failed without good reason to provide information or documents relevant to either your decision to carry out Controlled Work or the Director's determination that the Client qualifies for civil legal services provided as Licensed Work; or
- (b) in providing required information or documents in relation to Contract Work has made a statement or representation knowing or believing it to be false, then you must immediately cease work and report the relevant circumstances to your Contract Manager.

18.21 The application form signed by the Client will incorporate an agreement by the Client to repay to us any costs we pay out to you in the matter, in the event of the Client having withheld or misrepresented information with the intention of appearing to qualify for Contract Work.

**Payment other than through the Contract**

18.22 Except as otherwise provided by us you must not charge a fee to the Client or any person for the services provided under this Contract or seek reimbursement from the Client or any other person for any disbursements incurred as part of the provision of such services.

18.23 Where you have been carrying out Contract Work on behalf of a Client, you must not accept instructions to act privately in the same Matter from a Client unless you have advised the Client in writing of:

- (a) the consequences of ceasing to be in receipt of Legal Aid; and
  - (b) any further Legal Aid services which may be available, whether from you or another Provider.
- 18.24 You must not ask your Client to instruct you on a private basis simply because your costs calculated on an hourly rate basis have reached the level of the Standard Fee payable for the Matter or case on which you are acting.
- 18.25 Where a Client elects to instruct you privately in relation to a matter in which you have been providing Contract Work, a copy of the letter dealing with the matters required by Paragraphs 18.23(a) and 18.23(b) must be kept on the file.
- 18.26 Subject to Paragraph 18.27, you cannot be retained to act for the Client in the same Matter under this Contract and on a privately paying basis at the same time.
- 18.27 You may charge privately for civil legal services which are not described in Part 1 of Schedule 1 to the Act (including for making an application for a determination under section 10 of the Act). For the avoidance of doubt, where you have already received payment from the Client for work which has become payable under Legal Aid pursuant to a determination under section 10 of the Act, you must refund such payment to the Client.
- 18.28 All payments for Contract Work must come through us.

## **PART B: SERVICE STANDARDS**

### The Right to do Contract Work

- 18.29 This part of the Specification sets out the Service Standards, which should be met when carrying out Contract Work.
- 18.30 Your right to undertake Contract Work under this Contract is dependent upon you:
- (a) complying at all times with the Quality Assurance Standards and associated requirements set out in the Annex to this Specification;
  - (b) having a Schedule;
  - (c) having a Family Mediation Supervisor; and
  - (d) not being prevented from carrying out such work under any other provision of this Contract.

### **Use of Agents**

- 18.31 You may instruct Agents from time to time to carry out or assist with your delivery of Contract Work where you are satisfied that it is in the interests of your Client to do so and subject to your compliance with the rules on working with third parties in Clause 3 of the Standard Terms. You may not entrust an entire Matter or case to an Agent unless the Agent is your named external Family Mediation Supervisor (see Paragraph 18.43 below).
- 18.32 Where you instruct an Agent you may claim payment for the work they undertake as if you had carried it out directly. Where you instruct an Agent to carry out services which are covered by a Standard Fee, any fees or costs related to your use of the Agent will be included in the Standard Fee and may not be claimed separately.
- 18.33 Unless we have specified otherwise, you may not rely on the use of any Agent as evidence of satisfying any of the Service Standards in this part of the Specification.

### **Supervision**

- 18.34 You must have a Supervisor. To qualify as a Family Mediation Supervisor for the purposes of any Contract Work under this Contract, the Mediator must for the duration of this Contract have:
- (a) at least 3 years' experience as a Mediator;

- (b) been registered as a supervisor with a member body of the Family Mediation Council, or any other body that we reasonably specify from time to time;
  - (c) conducted at least 45 hours of Mediation sessions (at least 15 of which have been conducted in the year prior to registration as a Supervisor) in each Category of Work; and
  - (d) successfully completed a Mediation supervision training course recognised by a member organisation of the Family Mediation Council, or any other body that we reasonably specify in the future.
- 18.35 In addition, each Supervisor must as a minimum conduct at least 15 hours of Mediation sessions every year.
- 18.36 Supervisors must also comply with the Family Mediation Council's (or any other body that we may reasonably specify in the future) guidance on supervision.
- 18.37 If any Supervisor ceases to meet the standards set out in Paragraph 18.34 or 18.35 above or fails to perform their duties as a Supervisor in a timely manner and with all reasonable skill, care and diligence, you will notify us and that person must immediately cease acting as a Supervisor.
- 18.38 In relation to every individual who conducts work as a Supervisor for you, you must provide us with their name, the date of their appointment and an explanation of how they meet the requirements of a Supervisor set out in this Specification in any format we reasonably require.
- 18.39 A Supervisor must ensure that all persons performing Contract Work pursuant to this Contract have the appropriate level of experience for the type of Contract Work taking place.
- 18.40 Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively including, but not limited to:
- (a) designating time to conduct supervision of each Mediator, tailoring supervision arrangements to each member of staff according to their knowledge, skills and experience, and in any event must include not less than one hour of one-to-one supervision per quarter;
  - (b) ensuring that the level of supervision provided reflects the skills, knowledge and experience of each Mediator, and that they maintain control over the quality of work; and

- (c) where your supervision arrangements include the supervision of more than one Mediator at a time, you must also ensure that at least two of the supervision sessions per year for each individual Mediator are on a one-to-one basis. Any issues of performance or bad practice must be dealt with by way of one-to-one supervision.

- 18.41 Each Mediator's files must be reviewed by the Supervisor for quality purposes and any issues addressed, remedial action undertaken and checked by a Supervisor. The number of files reviewed must reflect the skills, knowledge and experience of the individual. The outcome of file reviews together with details of any corrective action to be taken, if any, must be recorded by the Supervisor.
- 18.42 Where a Mediator undertakes Contract Work in a location other than where their Supervisor is based, the Supervisor must conduct face to face supervision with the parties present in the same physical location where you determine that this is required.

### **Using an Agent as an external Supervisor**

- 18.43 You may use an Agent as your named Family Mediation Supervisor for the purposes of complying with this Contract.
- 18.44 The external Supervisor's role must be formalised by a contract between you and your Agent, which must document, in detail, the supervisory arrangements in place to ensure accessibility to internal Mediators and control over Contract Work.
- 18.45 At our request, you must be able to demonstrate to our reasonable satisfaction that the external supervisory arrangements fully comply with the terms of this Contract.
- 18.46 If we are not satisfied with any external supervisory arrangements, we may issue a notice in accordance with this Contract requiring you, within a reasonable period, to appoint a new Supervisor.
- 18.47 If a Supervisor is for any reason temporarily unable to act as such, you may for a period of up to 6 weeks either:
  - (a) nominate a Mediator who does not meet all the Supervisor requirements (as defined in Paragraph 18.34) to supervise; or
  - (b) nominate an external Supervisor (or another external Supervisor) to supervise.

- 18.48 If you estimate that your Supervisor may be unable to supervise for more than 6 weeks, or following completion of the 6-week temporary period described above, the Supervisor is not able to resume supervision, you must immediately inform your Contract Manager who will decide at their discretion what you must do to comply with the Contract. This may include:
- (a) extending the use of an employed Mediator as Supervisor for a limited period;
  - (b) formalising the external Supervision arrangement for a limited period;
  - (c) by written notice specifying that you must put in place another permanent Supervisor by such period as the notice specifies; or
  - (d) applying a Sanction.

#### Additional Requirements on Performing Contract Work

- 18.49 We may specify further requirements for performing Contract Work in this Category at any point during the Contract Period and will give you at least six months' notice of the date any such requirements will take effect. Any such further requirements will be based on any relevant accreditation scheme recognised by us and will only be implemented following consultation with Consultative Bodies.

#### **Level of experience for Contract Work**

- 18.50 A Mediator must conduct MIAMs and Mediations. Mediators must follow the Family Mediation Council Code of Practice and any other standards of practice that we may specify on reasonable notice from time to time.
- 18.51 If the Mediation involves direct contact or consultation with a child/ren, the Mediator(s) must have:
- (a) attended and passed a registered training course recognised by the Family Mediation Council (or any other body that we may reasonably specify) on direct contact with Children; and
  - (b) have received standard clearance from Disclosure and Barring Service (previously the Criminal Records Bureau).
- 18.52 If you conduct Mediations of the kind described in Paragraph 18.51, you must provide appropriate facilities for direct consultation.
- 18.53 Where International Child-Abduction Mediation takes place, the Mediator must be an individual on the International Child Abduction and Contact Units official list of recognised Mediators.

## Co- Mediation

- 18.54 Whilst you do not need our prior authority to use Co-Mediation, we would expect Co-Mediation to be used in exceptional circumstances only and any decision to use Co-Mediation will need to be recorded on the file including, where appropriate:
- (a) reasons as to the complexity, legal, psychological or otherwise of the case;
  - (b) a risk assessment for the participants and/or Mediator;
  - (c) any reasons as to the requirement of specialist and/or expert skills;
  - (d) any management issues for the Mediation.

## Location of Work

- 18.55 Family Mediation must be provided from the Office named in the Schedule unless it is:
- (a) provided via an Outreach Service specifically authorised by a Schedule or other contract issued by us; or
  - (b) approved by us in writing in advance; or
  - (c) provided to a Client on an individual basis where the Client for good reason cannot attend a Schedule Office and it is reasonable in the circumstances for you to accept instructions from that Client.
- 18.56 You may perform Outreach Service without our prior authority as authorised by your Office Schedule, and in accordance with the terms set out in the Schedule.

## Referral and Signposting Arrangements

- 18.57 You must have appropriate arrangements in operation so that you can refer or signpost a Client or potential Client to another Provider where:
- (a) you do not provide the services the Client requires;
  - (b) you have so much work that you are unable to provide appropriate services to a Client within a reasonable time;
  - (c) there is a conflict of interest between two or more Clients or potential Clients wishing to access your services; or
  - (d) you are required to make a referral under the professional conduct rules of your Relevant Professional Body.

- 18.58 You must signpost a potential Client at an early stage if it becomes clear that the enquiry concerns a subject which is outside your area of expertise.
- 18.59 If you need to refer a Client after you already have an established Client relationship, have undertaken work on a current case or hold case information or documents, you must inform the Client of any cost implication of referral.
- 18.60 Information about advice and assistance already given and any relevant documentation must be forwarded to the new Provider.
- 18.61 Where you make a referral to another Provider you must ensure, so far as practicable, that that Provider is authorised by us to provide services in the Category of Law most relevant to the Client's problem.
- 18.62 Where you refer an existing Client, such referral should be undertaken in a manner which does not prejudice the Client. You must also keep the Client informed in respect of the progress of such referral. If you are unable (or cease to be able) to perform Contract Work for Clients and you are unable to make any referral to another Provider, your procedures must ensure that you make reasonable endeavours to ensure that your Clients' rights are protected, that they suffer no damage and they are provided with all relevant information.
- 18.63 Not used.
- 18.64 Not used.
- 18.65 Not used.
- 18.66 Not used,
- 18.67 Not used.
- 18.68 Not used.
- 18.69 Not used.

### **Interpreters and Translators**

- 18.70 We may at any time during the Contract Period require you to use only our nominated translation framework agreement when instructing interpreters in connection with Contract Work. We will provide you with not less than three months' notice before activating such requirement and will provide appropriate guidance on how to purchase interpretation and translation services and how transitional arrangements will operate under the framework agreement.



18.71 Subject to Paragraph 18.73 below, you may not instruct any individual to provide interpretation services in connection with Contract Work unless such individual providing the service has at least one of the following qualifications (which must be valid at the time the relevant services are provided):

|                                                                                          |
|------------------------------------------------------------------------------------------|
| AIT (formerly IAA) – (Asylum and Immigration Tribunal (Immigration Appellate Authority)) |
| Basic Interpreting Qualification                                                         |
| Community Interpreting Level 2                                                           |
| Community Interpreting Level 3                                                           |
| Community Interpreting Level 4                                                           |
| DPI (formerly Metropolitan Police Test) Unit Pass - (Diploma in Police Interpreting)     |
| DPSI (Health) Partial - (Diploma in Public Service Interpreting)                         |
| DPSI (Law) Unit Pass - (Diploma in Public Service Interpreting)                          |
| DPSI (Local Govt.) Partial - (Diploma in Public Service Interpreting)                    |
| IND (Home Office) – (Immigration Nationality Directorate)                                |
| UK Border Agency Certificate                                                             |
| Language Related Degree                                                                  |
| Language Related Diploma                                                                 |
| Any other qualification that we may require from time to time                            |

18.72 You must place a note on file confirming either that the interpreter has certified to you that they hold one of the qualifications referred to at Paragraph 18.71 (in which case you must specify which qualification is held), or alternatively that the interpreter has been supplied by a recognised agency (the details of which must be specified) and that such agency has performed its own assessment of the interpreters’ qualifications and suitability to provide the services required.

18.73 Where exceptional circumstances exist which mean either that it is not appropriate or reasonably possible for you to comply with the requirements set out at Paragraphs 18.70 to 18.72 above, you may instruct such alternative interpreter as you deem appropriate (a “non-qualified interpreter”). The exceptional circumstances referred to in this Paragraph 18.73 may include but are not limited to the following:

- (a) where it would cause undue delay and/or increased costs (above the prescribed rates);
- (b) where the Client requests an interpreter of a specific gender and such request cannot reasonably be accommodated otherwise than by the use of a non-qualified interpreter (e.g. where the Client has been a victim of domestic violence);

- (c) where there is a rare language or dialect which cannot reasonably be accommodated otherwise than by the use of a non-qualified interpreter;
- (d) where there is an emergency requirement which cannot reasonably be accommodated otherwise than by the use of a non-qualified interpreter;
- (e) where you have contacted three interpreters who meet the qualification requirements specified in Paragraph 18.71 above and none are willing or available as required.

18.74 Where you select a non-qualified interpreter in accordance with Paragraph 18.73 above you must ensure that they have a suitable level of experience and expertise as an interpreter of the language required. You must prepare a file note setting out the exceptional circumstances which exist and a clear explanation as to why it was necessary and appropriate in the circumstances for an alternative non-qualified interpreter to be selected. As part of the file note you must also specify the key qualifications and experience of the interpreter you have selected and the basis upon which you have assessed their competence and suitability to provide the services required.

## **PART C: CARRYING OUT FAMILY MEDIATION CONTRACT WORK**

### **Financial Eligibility**

- 18.75 The thresholds for financial eligibility are those set out in the Financial Regulations.
- 18.76 Satisfactory evidence, as described in Contract Guide, in support of the prospective Client's information as to their means must be provided to you before you assess financial eligibility, subject to the provisions of Paragraph 18.77. The evidence (or a copy) must be retained on the file.
- 18.77 You may assess the prospective Client's means without the accompanying evidence where;
- (a) it is not practicable to obtain it before commencing Family Mediation Contract Work; or
  - (b) exceptionally, the personal circumstances of the Client (such as the Client's age, mental disability or homelessness) make it impracticable for the evidence to be supplied at any point in the case.
- 18.78 Unless Paragraph 18.77(b) applies, you must require the Client to provide the evidence as soon as practicable. If satisfactory evidence of the Client's financial eligibility is not subsequently supplied, or if the evidence shows that the Client is not financially eligible, you may claim the work carried out provided that:
- (a) you have acted reasonably in undertaking work before receiving satisfactory evidence of the Client's means;
  - (b) you have acted reasonably in initially assessing financial eligibility on the information available; and
  - (c) you do not Claim any disbursement beyond those incurred in the period before it is practicable to obtain satisfactory evidence of the Client's means.
- 18.79 When assessing the means of a Child, the appropriate means which you must take into account are:
- (a) those of the Child; and
  - (b) those persons who have care and control or are liable to maintain him/her or usually contribute substantially to the Child's maintenance, subject to the exception provided for by the Financial Regulations.

- 18.80 When assessing means where you accept an application for Family Mediation directly from a Child you must consider whether it is just and equitable not to aggregate the Child's means with those of the person liable to maintain him/her. The presumption is that there should be aggregation but you can decide not to aggregate (and assess only the Child's means) if, having regard to all the circumstances, including the age and resources of the Child and any conflict of interest, you reasonably consider it just and equitable to do so. Non-aggregation is more likely to be justified where there is a conflict between the Child and the person liable to maintain him/her.
- 18.81 Before you commence a Matter, you must ensure that the relevant Application Form is fully and accurately completed by the Client. In particular, you must ensure that:
- (a) the assessment of means section and the Client's details are fully and accurately completed; and
  - (b) the Application Form is signed by the Client in your presence before Family Mediation is commenced, subject to the exceptions set out in the Procedure Regulations and Paragraphs 18.83 to 18.33 of this Specification, and the completed form must be kept on file.
- 18.82 No payment will be made in respect of any Matter where your Client has not signed and returned an Application Form and any work you undertake before your Client signs the Application Form is at your risk.

#### Contract Work via Remote Communication

- 18.83 Subject to Paragraphs 18.84 to 18.86, an application for Controlled Work may be accepted via post, fax, email, or other such method of communication as we may agree from time to time where the Client requests that the application is made in this way and it is not necessary for the interests of the Client or his or her case to attend you in person. Any work conducted in accordance with this Paragraph 18.83 must be done in accordance with the Family Mediation Council Code of Practice and any guidance that either we or the Family Mediation Council may issue.
- 18.84 Applications may not be accepted in accordance with Paragraph 18.83 above where the Client is resident outside the U.K. and:
- (a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the U.K., or
  - (b) the services could be applied for on the same Matter by a person resident in the U.K., or

(c) it is otherwise unreasonable to accept the application.

18.85 Unless we provide specific written authority in advance, the number of Matters where your Client does not attend you in person either because you accept an application under Paragraph 18.83 or provide services via videoconferencing or other means of remote communication under Paragraph 18.86, must not exceed 50% of your total matters opened in any Schedule period. For the avoidance of doubt, where you accept a postal or faxed application under Paragraph 18.83 or provide services via videoconferencing or other means of remote communication under Paragraph 18.86 in order to comply with your duties under the Equality Act 2010, this will not count towards the 50% limit set out in this Paragraph 18.85.

18.86 You may provide services to a Client via videoconferencing or other means of remote communication before that Client has signed the Application form where:

(a) the Client requests and it is not necessary for the interests of the Client or his or her case to attend you in person; and

(b) the Client meets the criteria in the Merits Regulations and Financial Regulations for the provision of Legal Help,

and you may make a Claim for this work provided that the Client subsequently signs the Application Form and provides appropriate evidence in relation to their financial means and identity.

18.87 The Client does not have to attend your Office to sign the Application Form after having been given advice in the manner set out in Paragraph 18.86. You may send the Application Form to your Client, after you have given the advice, for signature and return, subject to Paragraph 18.83.

18.88 You may, other than in relation to the requirements set out at Paragraph 18.81(b) (taking into account the exceptions to that requirement at Paragraphs 18.83 to 18.87), provide services to a Client remotely (including, for example, video conferencing facilities). Any work conducted in accordance with this Paragraph 18.88 must be done in accordance with the Family Mediation Council Code of Practice and any guidance that either we or the Family Mediation Council may issue.

#### Reference numbers for cases

18.89 You must allocate a reference number to each case on your first contact with the Client. You may use your own reference number system, provided it distinguishes between cases and enables us to identify cases for the purposes of audit, or for the purpose of any of our other functions under the Contract.

## **Commencing MIAMs**

- 18.90 You may not open a Matter where the only work to be undertaken by you is incurring the disbursement and passing the service provided (for example, signing a FM1 form) to the Client without the Client receiving Family Mediation in relation to the particular circumstances that have arisen.
- 18.91 Before beginning Mediation, you must determine whether Mediation is suitable to the dispute. Only if it is, may you begin the Mediation. Part of determining whether Mediation is suitable to the dispute may involve contacting the other party to first find out whether they would be prepared to attend a MIAM and consider Mediation. The assessment of suitability must take account of all the circumstances of the Client(s) and the dispute including whether there is evidence of any imbalance of power between the parties, domestic violence or abuse.
- 18.92 Even where it appears that the other party is not willing to consider Mediation, you may hold an Alone MIAM with the party who contacted you first. At this meeting you will be able to give the first party information about Mediation and its benefits.
- 18.93 Where, following a MIAM the matter is considered unsuitable for Mediation or the parties are unwilling to Mediate, parties who attended the MIAM should be advised of this in writing and signatures should be obtained where possible from the parties acknowledging their understanding of the decision reached.

### Categories of Work in Mediation

- 18.94 There are 3 Categories of Work within Family Mediation:
- (a) All Issues Mediation;
  - (b) Child Mediation; and
  - (c) Property and Financial Mediation.
- 18.95 Under each Category of Work, Mediations are classified as either:
- (a) Single Session; or
  - (b) Multi Session.
- 18.96 Mediations may be conducted by a single Mediator (Sole Mediation) or by two Mediators (Co-Mediation) who may both be present for some or all of the Mediation.

## Agreed Proposals and the Mediation Summary

- 18.97 At any stage in a Mediation, Agreed Proposals may be reached in any Category of Work.
- 18.98 The Mediation Summary should be recorded in the Contract Report Form approved by us.
- 18.99 It must be evidenced, by the Mediator signing on the Mediation Summary or elsewhere on the file, that the Mediation Summary is an accurate reflection of the Agreed Proposals by both parties at the end of the Mediation process.

## **Declining Controlled Work**

### *Decline for good cause*

- 18.100 In addition to making a determination that an individual does not qualify for Controlled Work, you may for another good cause decline to receive an application.
- 18.101 Good cause for declining to receive an application under Paragraph 18.100 includes:
- (a) where you do not have the capacity to take on the case or Matter;
  - (b) where you do not have the necessary skill or expertise to take on the case or Matter; or
  - (c) other professional conduct reasons such as actual or potential conflict of interest.
- 18.102 You must give us such information about declining to receive an application under Paragraph 18.100 as we may require.
- 18.103 You must not decline to receive an application under Paragraph 18.100:
- (a) which is within the scope of your Contract and which you have the appropriate skills and capacity to carry out, on any grounds which directly or indirectly discriminate on the grounds of a protected characteristic (as defined in section 4 of the Equality Act 2010); or
  - (b) because a potential Client's protected characteristic (as defined in section 4 of the Equality Act 2010) may result in additional costs or disbursements being incurred compared with a Client without them.

*Declining on the basis of likely cost*

18.104 "Good cause" in Paragraph 18.100 does not include any considerations regarding the level of any Standard Fee you may be entitled to receive under this Contract. You may not decline to receive an application under Paragraph 18.100 on the grounds (however stated) that the Standard Fee you would be entitled to Claim for that work does not represent what you consider to be appropriate remuneration in the circumstances of the individual case or Matter.

**Transfer of Contract Work Between Providers**

18.105 In the event that you withdraw from conducting Contract Work for the Client in relation to a case and such case is subsequently transferred to a new Provider, you must provide all relevant information about the case to the other Provider in good time and in such manner as the new Provider may reasonably request. Such information shall include but not be limited to:

- (a) a complete copy of the file;
- (b) confirmation of whether any Standard Fees have been claimed in relation to a case;
- (c) an explanation of why you have withdrawn (subject to any necessary consent being provided); and
- (d) any other information or documentation reasonably requested by the new Provider.

18.106 In the event of a dispute over which Provider should be paid for Contract Work in relation to a case, the Providers must reach agreement between themselves. If the dispute cannot be resolved, where and to the extent appropriate we will make a determination in relation to the same.

18.107 For the avoidance of doubt, upon receiving new instructions in relation to a case you must make reasonable enquires to establish whether the Client has previously instructed a different Provider and/or previously received Legal Aid in relation to the same case. Where there is evidence that an alternative Provider has been instructed and/or Legal Aid has been received previously you will make such enquiries as are reasonably necessary with your prospective Client and with us to ensure that there is no unnecessary duplication of work and/or cost.



## **PART D: REMUNERATION FOR FAMILY MEDIATION CONTRACT WORK**

### Monthly Payments

- 18.108 We will make Monthly Payments in accordance with the Variable Monthly Payments Guidance or SMP Reconciliation Protocol or the as applicable.
- 18.109 Unless you have elected to receive Standard Monthly Payments, you will be paid by Variable Monthly Payments.
- 18.110 Where applicable we will specify the amount of any Standard Monthly Payments payable (and of any Schedule Payment Limit) in your Schedule. We will set the amount of your Standard Monthly Payments (and of any Schedule Payment Limit) so as to pay or recover any amounts underpaid or overpaid under any previous Schedule.
- 18.111 Each Monthly Payment is triggered by our receipt from you, within 20 days after the end of the previous month, of the appropriate Contract Report Forms. Late receipt by us of the Contract Report Forms will delay your next Monthly Payment and may result in you failing to receive your Monthly Payment until the following month.
- 18.112 If we reasonably anticipate at the start of a Schedule that you will claim the annual equivalent of £2,500 or less for work undertaken in the period of that Schedule then you may not elect to receive Standard Monthly Payments in respect of this work but will instead pay you on the basis of Variable Monthly Payments.
- 18.113 Where applicable we will set the amount of Standard Monthly Payments with the aim of making good any underpayments and recovering any overpayments arising under any previous Schedule.
- 18.114 Your Monthly Payments may be reviewed and amended but only where and to the extent consistent with the applicable rules and guidance in relation to Variable Monthly Payments or Standard Monthly Payments as applicable.
- 18.115 All work is covered by Standard Fees which are set out in the Remuneration Regulations. The Standard Fees cover all associated work and no additional payments will be made e.g. for letters you may need to write or for telephone calls you may need to make.

### **MIAMs**

- 18.116 There is a Standard Fee for MIAMs, which, is payable only once (even if you have met the first party, the other party or both more than once, to carry out the assessment).
- 18.117 Where both parties agree to Mediate, they have the right to attend a Joint or a Separate MIAM. If you have two Separate MIAMs - one with the first party and one with the other party – then the Standard Fee for

a Separate MIAM is payable for each meeting. If you have a Joint MIAM then the Standard Fee for a Joint MIAM is payable. The LAA will pay for a maximum of two Standard Fees for Separate MIAMs, regardless of the number of parties to the Mediation.

## Mediations

- 18.118 If a Single Session is all that takes place, the appropriate Standard Fee for that Single Session is all that is payable and all that you should report. Subject to Paragraphs 18.119 and 18.120 if more than one session takes place, the Standard Fee for a Single Session is not payable, and should not be reported. Instead, the appropriate Standard Fee for the Multi Session as specified in Remuneration Regulations is payable and that outcome should be reported.
- 18.119 Where, save for the application of Paragraphs 18.118 to 18.119 only one party would be entitled to receive public funding for Mediation, then for the purposes of the first Mediation session only (following the MIAM) and subject to the other requirements of this Paragraph, the means test set out in the applicable Financial Regulations shall not apply and payment may be claimed in relation to the party not otherwise entitled to receive public funding for that initial session. The value of any such claim in relation to a party who would not otherwise be entitled to receive public funding shall be limited to an amount equal to one half of the Standard Fee payable for a Single Session where both parties were entitled to receive public funding (irrespective of whether the Mediation continues beyond the initial session).
- 18.120 Irrespective of any entitlement to claim half of the Standard Fee for a Single Session in relation to a party who would not otherwise be eligible to receive public funding, the Standard Fee in respect of the party who is eligible to receive public funding shall be that which is payable in accordance with Paragraphs 18.118 to 18.119 and you must report the Mediation as a single Matter regardless of the fees payable in respect of each party. For the avoidance of doubt the provisions of Paragraph 18.125 shall apply in relation to all work undertaken following the initial Mediation session, and to the Agreed Proposal Standard Fees.
- 18.121 You must report a Single Session or a Multi Session only in two circumstances:
- (a) if you are sure that the parties will either not continue with the Mediation (e.g. your Client indicates that they do not wish to continue) or that the Mediation has been completed; or
  - (b) if you are reasonably sure (e.g. consider it likely) that the parties will either not continue with the Mediation or that the Mediation has been completed and three months have elapsed since the Single Session or the last session.

- 18.122 If, at the end of a Mediation, Agreed Proposals are reached and you produce a Mediation Summary reflecting this, you should report this and Claim the Agreed Proposals Standard Fee specified in the Remuneration Regulations. Agreed Proposals should be concluded at the end of Mediation and include all agreements reached during Mediation.
- 18.123 If the Mediation concludes but the parties return to you within 3 months, you should reopen the case if it relates to the same Matter and submit an amended Consolidated Work Report Form. If the parties return after 3 months since the last visit, you should treat the return visit as an entirely new Matter and for the avoidance of doubt in such circumstances the provisions of Paragraphs 18.118 to 18.120 shall apply in relation to the entitlement of both parties to receive funding for the new initial session.
- 18.124 If you are conducting a Mediation on All Issues but reach Agreed Proposals only on some issues e.g. Property and Finance, then only the Property and Finance Agreed Proposal Standard Fee is payable or if agreement is reached only on the Child Only issues, only the Child Only Agreed Proposal Standard Fee is payable.

*Where only one party is receiving public funding*

- 18.125 Subject to Paragraphs 18.118 to 18.120 above, where only one party is assessed as being financially eligible for public funding for Mediation, only half the specified Standard Fee is payable. The amount you charge the other party depends upon the terms of your agreement with them. The Mediation Contract Report Form requires you to show which Clients are assessed as being financially eligible for public funding.

## **Disbursements**

- 18.126 You may incur disbursements where:
- (a) it is in the best interests of the Client to do so;
  - (b) it is reasonable for you to incur the disbursement for the purpose of progressing the Mediation;
  - (c) the amount of the disbursement is reasonable; and
  - (d) incurring the disbursement is not prohibited by this Specification.
- 18.127 The provisions for reimbursing and claiming for the costs of disbursements depend on the basis of remuneration as set out in the Remuneration Regulations and the provisions of this Specification.

- 18.128 Subject to the provisions of this Specification (including 18.129 below), in cases where not all parties to the Mediation are eligible for public funding, we will generally not reimburse you for the full cost of any the disbursement. Instead, we will reimburse you an amount which is proportionate to the total cost of the disbursement for each eligible party. For example, if you incur a disbursement for a pension evaluation costing £100 in a case involving two parties, but only one party is eligible for public funding, we will reimburse you £50.
- 18.129 Where only one party is eligible we will pay the full costs of any disbursements incurred during a MIAM and the initial Mediation session. In respect of any subsequent Mediation sessions which may be required, where only one party is legally aided and the disbursement in question is for the benefit of both parties (for example the cost of an interpreter where neither party speaks English) then we will only pay half the cost of the disbursement. Where the disbursement s purely for the use of the legally aided Client (for example the Client does not speak English but the other party does) then we will reimburse the full cost of the disbursement.
- 18.130 The following is a non-exhaustive list of disbursements that you may incur:
- (a) Interpreters' fees;
  - (b) Valuers' fees – e.g. surveyors' valuation fees when the value of the property e.g. the matrimonial home is in dispute.
- 18.131 Where you wish to incur a disbursement which:
- (a) meets the requirements of Paragraph 18.126;
  - (b) where the Remuneration Regulations do not specify the level of remuneration for the disbursement; and
  - (c) where there are multiple providers of the services to which the disbursement relates,
- you must obtain and keep on file written quotations from at least three separate providers of the services to which the disbursement relates, and unless we agree that it is not appropriate for you to do so, you must select the provider which you reasonably believe (and can demonstrate) delivers the best value for money.
- 18.132 The following is a non-exhaustive list of disbursements which may not be incurred:
- (a) Mediator or Client travelling expenses;

- (b) The cost of room hire for Outreach work;
  - (c) Costs of or expenses in relation to counselling, treatment, therapy, training or other interventions of an educative or rehabilitative nature unless authorised by the Lord Chancellor;
  - (d) contact centre fees;
  - (e) Client expenses;
  - (f) Any separate administration fee charged by an expert where 'administration fee' includes but is not limited to, a fee in respect of offices and consultation rooms, administrative support including typing services, subsistence and courier; and
  - (g) Any cancellation fee by an expert where notice of cancellation is given more than 72 hours before the relevant appointment.
- 18.133 Where you instruct an expert (e.g. a surveyor) we will not pay in excess of:
- (a) 45 pence per mile travelling costs; and
  - (b) £40 per hour travelling time.
- 18.134 Where a case falls within the definition of Child Abduction, additional disbursements are permitted to cover the costs of flights, hotels where the Client has submitted an application under the Hague Convention or the European Convention to the Central Authority in England and Wales under section 3(2) or 14(2) of the Child Abduction and Custody Act 1985. You must have regard to any Contract Guide issued by us related to disbursements.

## **Assessments**

### General provisions on claiming and assessment

- 18.135 You may only Claim for work that has been actually and reasonably done and disbursements actually and reasonably incurred in accordance with the provisions of the Contract and that is supported by appropriate evidence on the file at the time of the Claim and Assessment. This is without prejudice to your right to Claim Standard Fees.
- 18.136 Without prejudice to the generality of Paragraph 18.135, you should note the following provisions regarding costs and disbursements:
- (a) You must not claim for time spent on purely administrative matters (such as opening and setting up files, the maintenance of time/costing records) or in meeting the administrative

requirements of your Contract (such as the information return and the Claim for costs), unless expressly provided by this Contract or Costs Assessment Manual;

- (b) You must not claim for any additional costs incurred by you or your Client because you are based in a Location distant from your Client where it would have been reasonable for your Client to have instructed a Provider located nearer to him or her;
- (c) You must not claim for matters that properly fall as your overheads, such as internal communications, typing, administration and equipment costs, stationary, postage and courier charges, telephone charges and the time and costs of photocopying, save as provided for in the Costs Assessment Guidance.

18.137 Where you instruct an expert to deliver services of a type set out in the Remuneration Regulations we will not pay fees in excess of those in Remuneration Regulations unless:

- (a) we consider it reasonable to increase such fixed fees or rates in exceptional circumstances; and
- (b) we have granted prior authority to exceed such fixed fees or rates on such basis.

Subject to such limits where applicable, the amounts claimed for the provision of expert services must be justified on detailed assessment by the court or Assessment by us in the normal way. For the purpose of this Paragraph 18.137, "exceptional circumstances" means that the expert's evidence is key to the Client's case and either the complexity of the material is such that an expert with a high level of seniority is required; or the material is of such a specialised and unusual nature that only very few experts are available to provide the necessary evidence. We will pay expert services of a type not listed in the Remuneration Regulations at such rate as we may from time to time determine and in considering the same we will have regard to the rates set out in the Remuneration Regulations and we may require you to provide us with a number of quotes in respect of the provision of the relevant service.

18.138 Any Assessment undertaken by us or by the Assessor on a subsequent appeal, will be subject to any costs or other limitations imposed by us and costs will only be allowed at the appropriate rates as set out in the Remuneration Regulations.

18.139 We may, however, impose a separate Costs Limit in respect of experts fees.

## Controlled Work Costs Audits

- 18.140 References to "Sample" below mean a sample of no fewer than 20 Claims made by you (or all Claims if you have submitted less than 20 since the last Assessment was undertaken). When we Assess a Sample of Claims, we may apply any Findings to your other Claims for payment for Controlled Work.
- 18.141 When we apply Findings in this way, we may do so for all Matters commenced under this Contract (or any Previous Contract it has replaced) where costs have been claimed from us either:
- (a) in the case of Mis-Claiming, at any time within the two years following its submission to us or within six years if (i) an Official Investigation is underway or (ii) we have received a report that we reasonably consider requires us to Assess such Claims;
  - (b) in the case of Over-Claiming or other claiming issues:
    - (i) since the date of the last Contract compliance Audit; or
    - (ii) from a date 12 months immediately preceding the date the file Sample was requested for Assessment, whichever is the most recent.
- 18.142 If the Sample relates only to a specific group of your files or Category of Law, then we will only apply the Findings to that specific group.
- 18.143 When Findings are applied to a Claim under these provisions, then we have assessed that Claim.

## Appeals

- 18.144 If you are dissatisfied with any decision of ours as to the Assessment of the costs of Contract Work, you may appeal to an Independent Costs Assessor ("the Assessor"). For the avoidance of doubt, subsequent references in this rule in Paragraph 18.47 and its related Contract Guide shall include "Assessors" in cases where an appeal is dealt with by a panel of three Assessors rather than a single Assessor alone.
- 18.145 The appeal must be made in writing (setting out full reasons) within 28 days of notification of the Assessment decision, and must be accompanied by the file. We will only extend the 28 day time limit where you have requested an extension for good reason within 21 days. Any extension of the time limit will be for a maximum of a further 14 days.
- 18.146 Failure to comply with any of the requirements set out in Paragraph 18.145 means that you accept our decision and lose your right to dispute it.

18.147 Where an appeal is to proceed, we also have the right to make written representations (in addition to those contained in the original Assessment) to the Assessor. If we do so, these will be sent to you not less than 21 days before the appeal papers are sent to the Assessor. If you receive such further representations from us then you have the right, within 14 days, to provide a written response to them.

18.148 The appeal shall be dealt with by the Assessor on the papers only. There is no general right for either party to attend or to be represented on the appeal. However, if either party considers that there are exceptional circumstances which mean that concerns or issues cannot be addressed in writing, they may make a written request (setting out full reasons) for an oral hearing, to the Assessor. Such an application must be made at the same time as:

- (a) in your case, you submit your written appeal; and
- (b) in our case, at the same time as we make any written reply (or, where no written reply is made, during the period allowed for making such reply).

Either party may challenge such an application for an oral hearing to the Assessor within 7 days of the application being made.

18.149 The Assessor will consider the request and notify both parties of his or her decision.

18.150 If:

- (a) neither party has made a request for an oral hearing but the Assessor believes that his or her review of some or all of the issues under the appeal cannot be concluded properly without hearing oral submissions; or
- (b) having considered a party's request for an oral hearing, he or she is of the opinion that the request should be granted,

he or she will notify the parties of this. If either party chooses to attend at an oral hearing, having been given permission from the Assessor, the other party will also have a right of attendance and representation at the appeal and shall confirm whether or not they intend to exercise that right.

18.151 In any case, whether or not a party has made a request for an oral hearing, if the Assessor is of the opinion that an appeal is of such complexity and / or value that it should not be considered by a single Assessor alone he or she may, in his or her sole discretion, refer the appeal to a panel of three Assessors either to deal with on the papers only or by way of an oral hearing. If the Assessor is of the opinion that



the appeal should be dealt with by way of an oral hearing, the provisions set out in the preceding Paragraph apply save that a panel of three Assessors shall deal with the appeal rather than a single Assessor alone.

- 18.152 The Assessor may give procedural directions as to the determination of the appeal whether the appeal is to be dealt with on the papers only or an oral hearing basis.
- 18.153 On appeal, the Assessor shall review the Assessment whether by confirming, increasing or decreasing the amount Assessed. In a Controlled Work Assessment, the Assessor may apply his or her findings generally across files outside the Sample before him or her. However, no such decision shall apply to any completed Assessments that you have not appealed within the time limit.
- 18.154 Where in dealing with an appeal on the papers only the Assessor identifies new issues the Assessor will, as he or she considers appropriate in the circumstances, either:
- (a) adjourn his or her final decision; or
  - (b) refer the matter back to us for a new decision appeal and seek representations from the parties before making.

## **ANNEX: QUALITY ASSURANCE STANDARDS**

### **Introduction**

- 18.155 You must comply with all of the requirements set out in this Annex and provide such information and assistance to us as we may reasonably request in order to demonstrate such compliance. A failure to do so may result in a contract notice and/or Sanction being issued.

### **Access to service**

#### Business plan

- 18.156 You must have a current business plan that sets out, in detail for the current year, and in outline for the following two years, the key objectives of you. It must be available to all members of staff and must incorporate the following information:
- (a) description of the client group(s) to be served – i.e. the actual market you intend to target;
  - (b) details of services to be delivered, as well as details for any additional or enhanced services planned (e.g. what is to be offered, to whom, on what basis, and from when);
  - (c) details of opening hours and access arrangements – i.e. how you deliver services and whether you offer facilities to aid access (e.g. access arrangements for people with disabilities);
  - (d) a summary of Mediators' areas of expertise and any (as appropriate) professional/legal qualification(s). This includes Mediator specialisms that are applicable to the service;
  - (e) details of the risk assessment and safeguarding the needs of children policy; and
  - (f) a finance plan/budget – setting out the financial impact, in broad terms, of the planned service on income and expenditure (and any capital investment), i.e. an analysis that shows how you can afford to deliver the planned services (including steps to secure funding or to generate investment capital if necessary).
- 18.157 The current business plan must be reviewed, at least every six months, and a record of that review kept and produced to us on request.

### *Providing service information*

- 18.158 You must ensure that details are made available to Clients and members of the public about the type of work you do, and that you take action to amend this and other information you distribute, where there is any change that has an impact on access and/or the services offered. Information must be provided in a format that is accessible for someone with a disability where it is reasonable to do so

### *Equality of access*

- 18.159 Where your principles or charter require you to offer services to a specific group, *you must have a procedure* specifying the arrangements for explaining your approach to all those who are not in the target Client group(s) and for signposting and/or referring them to alternative providers. The arrangements you have for people who are not in your target client group must be understood by all members of staff who may need to signpost (or possibly refer) them, and be practised whenever the need arises.

## **SEAMLESS SERVICE**

### Signposting and referrals

- 18.160 You must ensure that individuals receive the right help at the earliest opportunity, and ensure that, if the Mediation service being offered is not appropriate for the Client, a procedure for signposting or referral is operated that assists that Client to find another more suitable service. Staff must be able to demonstrate how they identify when to signpost and when to refer.
- 18.160A The need for signposting will usually arise when the individual first provides information about the type of legal problem they have, and you realise they require a service that you cannot provide e.g. you may identify that the Clients could benefit from participation in Separated Parents Information Programme ("SPIP") before they participate in Mediation and Mediators should have good contacts with their local SPIP providers, and be able to encourage service users to engage with and benefit from the service. Often this will be when they make their first contact with you to seek help, though sometimes it may become apparent only after an initial diagnostic interview/appointment.
- 18.160B The requirement for referral arises only where you have an established Client relationship in a current matter. Good referral practice means that you will usually identify the need for, and make, a referral before you reach the point where you cannot offer further help. In case of referrals (unlike signposting), you are expected to make arrangements for the Client to see someone from the new organisation, and you will need to provide information to both the Client and the new organisation.

- 18.161 For signposting you must have a procedure that confirms that, as a minimum, you will signpost any individual whom you is unable to help. Signposting means that you must do at least one of the following:
- (a) provide access to details of other services which support the resolution of disputes; or
  - (b) provide a list of local (or specialist) legal service providers that you have produced by area of law, or provide your own recommendation (as long as, in both cases, preference is given to, or you clearly identify, legal services providers that hold a legal aid contract); or
  - (c) support them to access relevant information on gov.uk (for example the Can you get legal aid tool) and offer of assistance to guide them through it.
- 18.162 For referrals – your must have a procedure that includes, as a minimum, the practical steps to be taken to identify appropriate service providers. The process you adopt for referrals must ensure that in all instances:
- (a) the Client is told what role you will take and what service(s) they should expect from the new service provider;
  - (b) any feedback that is later given (by the Client) on the service provided by the new service provider is recorded and reviewed;
  - (c) information about advice or assistance already given (and any relevant documentation) is forwarded to the new service provider; and
  - (d) any cost implications identified are discussed with the Client and noted on file.
- 18.163 You must maintain records of referrals (including records of all instances where no suitable service provider could be found), and these should be reviewed at least annually. The records for all referrals must identify, as a minimum, the Client or case, who made the referral, to whom the Client was referred, and the reason for referral (e.g. related to the scope of the matter type, case capacity or to the limits of the Mediator’s competence).

## **RUNNING THE ORGANISATION**

### Staff structure

- 18.164 You must have a document that is available to all members of staff that identifies them, their current jobs and lines of responsibility. This includes support staff and volunteers.

- 18.165 The person's name, title and main responsibilities must be given for all staff responsible for the management of the organisation, for staff responsible for the management of a department and for the staff with overall responsibility for finance and quality. Names, titles and responsibilities must also be given for those with key responsibilities relevant to each department; these people must include, as a minimum, those with the authority to handle complaints, those with file review responsibilities, and the category supervisor(s).
- 18.166 The document must be updated to reflect changes of staff or to job titles or responsibilities within three months of that change.

#### Management committee

- 18.167 Where a management committee runs your organisation, the committee must demonstrate its independence.
- 18.168 Funding bodies must remain a minority within the committee membership (no more than 50% of members on the committee should be funders). The governing document must be detailed and the relationship between the committee and those running the organisation must be clear.
- 18.169 Where a management committee is involved in running the organisation, the decision-making process must be identified from its written constitution, together with the definition of its role, quorum and terms of reference (including any subcommittees).
- 18.170 Up-to-date lists of members must be kept, together with an identification of roles and responsibilities. You must have a written description of the management structure and designate the responsibilities of individuals within it. The relationship between the responsibilities of the management committee and those of any paid or volunteer staff of the organisation must also be clear.

#### Membership of professional organisations

- 18.171 Mediators should be members of and regulated by a member organisation of the Family Mediation Council or such other organisation as we may designate from time to time. Charities should comply with regulation by the Charity Commission.

#### Resource provision

- 18.172 You must have a process for reviewing levels of service performance against the service delivery aims on an annual basis. You must consider your service's capacity in the light of available resources, so that you plan to deliver a service that is based on individuals' caseloads and responsibilities.

- 18.173 You must have a written procedure that is in effective operation so that those responsible for running the organisation can keep service performance under review. Your procedure must detail how and what you intend to monitor in terms of actual performance, and the key targets against which you will compare.
- 18.174 Performance information must be collected on an ongoing basis, and this must be cross-checked with your service delivery aims to ensure that your business plan remains on track. In addition, you must feed into the process any other information relevant to service delivery which has been collected (e.g. from monitoring questionnaires, from complaints or from referral feedback). The main resources reviewed will be human; however, other resources, such as buildings and equipment, may feature.

#### Financial control

- 18.175 Financial management must be exercised in line with agreed statements of financial policies, procedures and authorities.
- 18.176 You must be able to provide evidence as to how often financial information is produced, and how it is used to assist in the financial management of the organisation (i.e. who reviews the figures, how often, and for what purpose). This may be documented in your procedure where you choose not to disclose the content of financial documents. You can maintain financial information in any recognised format.
- 18.177 You must provide written confirmation from an independent accountant that the organisation's accounts have been either certified or audited to their satisfaction. An accounting period must last no longer than 18 months, and each one must begin immediately after the previous one ends. Confirmation that accounts have been certified/audited to the accountant's satisfaction must cover the last accounting period.
- 18.178 Financial information must be reviewed at least every six months to ensure confidence in the continuing financial position of the organisation. Findings must then feed into the business-planning process, so that decisions can be taken about what changes (if any) need to be made to the service being delivered.
- 18.179 You must be able to provide evidence to confirm that the review of overall finances has been carried out every six months (usually evidenced by providing the documents reviewed or the minutes of a review meeting).
- 18.180 Public liability insurance certificates must be on display in every office where Mediation takes place.

## Suitable premises

- 18.181 You must have facilities available to enable Clients to wait separately prior to the Mediation, where appropriate.
- 18.182 You must have access to a minimum of two suitable rooms as in some instances, Clients will need to be seen separately, or a form of shuttle Mediation will take place.
- 18.183 The Mediation service must be clearly identified in mixed services, and be clearly identified as being separate from any other service (i.e. advice service) run from the same premises.
- 18.184 Where you consult children as part of the Mediation process, you must ensure that suitable child facilities, such as play materials, are available.

## People management

### Roles, responsibilities recruitment and equal opportunities

- 18.185 You must ensure that a current job description is available for every member of staff, and a job description and person specification is available for every post to be recruited.
- 18.186 You must ensure that all staff know their current key responsibilities and objectives, and these are documented. Documents **must** be sufficiently detailed and accurate to ensure that:
  - (a) staff are clear about what is expected of them in their roles including signposting/referring to other Dispute Resolution services;
  - (b) documents can be used for appraisal purposes;
  - (c) documents can be used as a basis for reviewing training and development needs; and
  - (d) documents identify the skills, knowledge, experience and attributes required for the post, and outline the job purpose and lines of accountability.
- 18.187 You must have a written Equality and Diversity Policy that is in effective operation. This policy must be available to all staff. There must be a named person with responsibility for implementing Equality and Diversity in the policy and in any document showing lines of responsibilities and key decision makers. The policy must also outline the action to be taken if any breaches occur.
- 18.188 You must have a documented procedure to ensure staff, volunteer and Client safety throughout the Mediation process. As a minimum, your

written procedure must ensure that a sole member of staff/volunteer is never left alone with Client(s) on the premises. It must also detail the procedures to be followed in the event of any violence toward staff, volunteers or Clients.

#### Induction, appraisal and training

- 18.189 You must have an induction process for people who join the organisation.
- 18.190 You must ensure that a performance appraisal of all members of staff is undertaken at least annually.
- 18.191 You must have individual training and development plans for all staff which are reviewed annually. Assessment of training needs must cover organisational, managerial and/or Mediation competence as necessary. All training must be recorded in writing.

#### Operation of the supervisory role

- 18.192 Supervisors must be able to demonstrate that staff only undertake work that is appropriate for their role, and that it falls within their limits in terms of competence and capacity. It is not a requirement that supervisors allocate work on a day-to-day basis, but, where they do not, services must be able to demonstrate how work is allocated so that it incorporates the supervisor's assessments
- 18.193 Arrangements for supervision must be tailored to each member of staff and each volunteer according to their knowledge, skills and experience, and must be not less than one hour per quarter one-to-one supervision.
- 18.194 Supervisors must be able to demonstrate control over the quality of work produced by the staff and volunteers they supervise and must demonstrate how they ensure that the skills and knowledge of staff and volunteers are being developed continuously through supervision.
- 18.195 Supervision sessions must be recorded, including date, type of session, cases and issues discussed areas of action /change and relevant timescales. Supervision sessions do not have to be one-to-one sessions with individual Mediators, and can be performed with a group of Mediators at the same time subject to the requirements set out in 18.193 and 18.196.
- 18.196 If you make use of group supervision, you must also ensure that at least two of the supervision sessions per year for each individual Mediator are one to one. If there are issues of bad practice, these must be dealt with by way of one-to-one supervision. The supervisor must make the decision as to whether group supervision or one-to-one supervision is



the most appropriate, and this decision must be justifiable to the auditor.

- 18.197 Staff and volunteers must be able to demonstrate referral of cases internally (or externally where appropriate), or explain the point at which they would refer a case that had reached the limit of their competence.
- 18.198 Exceptions may be made on a case-by-case basis, only where the referral is not possible due to the specific circumstances of the Client (e.g. their mental state), the urgency of the case, or the lack of availability of an appropriate person to refer to.

#### Updating best practice

- 18.199 An effective process must exist for giving timely information to staff about changes in law, practice and procedure that are pertinent to the services they deliver.

### **Running the service**

#### File management

- 18.200 You must ensure that documents are properly managed and controlled both overall (from an organisation perspective) and individually. You must have documented procedures which are effective in:
- (a) identifying potential conflicts of interest;
  - (b) locating files and tracing documents, correspondence and other items relating to any case that has been closed for less than six years; and
  - (c) maintaining a back-up record of key dates.
- 18.201 The procedures must identify when a potential conflict of interest could arise, the process that is followed, and who is responsible for the process, and as a minimum, how to deal with circumstances where:
- (a) the case may involve disputes with the organisation, a member of its staff or management committee, or a funder;
  - (b) a dispute that the Mediator or service knows to be based on false information;
  - (c) a case where the Mediator has acquired any relevant information in any private or professional capacity;
  - (d) where Mediation services are offered as part of a practice/consortia offering other professional services, a Mediator from that practice/consortia may not act as a family Mediator for any Client

who has received other professional services from that practice/consortia unless the Mediator is able to demonstrate that the information given to other professionals at the practice/consortia has no bearing on the issues to be addressed in the Mediation, and that the Client has given personal consent to that person acting as a Mediator, having been informed of the potential conflict of interest; and

(e) the procedure must allow you to access files (at least those containing correspondence) from your on-site filing system or from archive, for files closed up to six years ago.

18.202 The procedure(s) must outline the process and identify how frequently reviews will take place. There must be justification for any interval longer than three months.

18.203 In mixed practices i.e. one that offers both Mediation and other services (e.g. solicitor/mediator practice) files relating to the Mediation service must be kept confidentially and separate from any files relating to another service.

18.204 You must have a documented procedure must be in place to detail the information that is to be recorded on the file during each Mediation session. The written procedure must detail the information that should be recorded on Client files during or after each Mediation session, and as a minimum must include:

- (a) who attended each session (and, if others attended, their relationship to the Clients);
- (b) the agreement of both parties to Mediation (unless a formal written agreement exists), and any appropriate ground rules;
- (c) information relevant to the Mediation;
- (d) relevant issues and proposals of either party;
- (e) relevant options identified during the session;
- (f) any action to be taken (by either party or the Mediator); and
- (g) the outcome of the session and issues for the next session where appropriate.

#### Mediation reviews

18.205 You must have a documented procedure(s) to ensure that:

- (a) for each Mediator member of staff, both the number of Mediations to be reviewed, and the frequency and method of reviews, have been determined according to that person's experience, expertise and quality of work;
  - (b) the [sample] of work reviewed for each member of Mediation staff can be demonstrated to be representative of their overall caseload;
  - (c) review findings are communicated in accordance with a (written) procedure to relevant member(s) of staff; and
  - (d) corrective action is completed within a reasonable timescale and to the satisfaction of the reviewer in accordance with a (written) procedure.
- 18.206 The independent review of Mediation delivered by individuals can be performed in two ways. Either:
- (a) review of files containing a record of the Mediation session(s) and evidence that internal procedures have been followed, or
  - (b) review of the Mediation session as it happens (i.e. by a Co-Mediator or an additional Mediator observer) together with a review of the file to ensure that internal procedures have been followed.
- 18.207 You must document the number of files to be reviewed, the frequency, and (where other than file content only, e.g. one to one) the method(s) of review, for each Mediator (to whom cases have been allocated) and you must be able to justify these on the basis of experience, expertise, caseload and on any findings that have implications for the quality of their work (e.g. previous Mediation reviews). If Mediators are not currently working or there are a small number of cases available to review, it may not be appropriate to review files if this would mean reviewing the same files over and over again. However when the Mediator begins work again, it may be appropriate to increase the number of files reviewed to ensure that the period spent not working has not resulted in a reduction in quality.
- 18.208 You must be able to demonstrate that the files selected for review reflect the range of work conducted by each individual over the period of a year. You are likely to have a process to ensure that this happens and may want to document the categories of work covered alongside the numbers of files to be reviewed and the method to be used, although it is not a requirement to do so.
- 18.209 Your procedure must outline how the individual is to become aware that a file has been reviewed, how the review findings (including any

corrective action identified) will be communicated, and within what timescales. You may want to have different processes and/or timescales for reviews in which corrective action is identified, as opposed to those where it is not.

- 18.210 Your procedure must set out the process you use to ensure that corrective action has been completed and within the timescale agreed (and that the timescale for completion and for review of corrective action can be justified to the auditor in terms of the significance of error, the risk posed to you, the Client or a funder, and the urgency required).
- 18.211 The supervisor must be able to demonstrate that Mediation review processes and procedures are followed, and that they are aware of the status of reviews and all findings, including any reviews not carried out by them personally, and of findings from periodic monitoring.
- 18.212 Reviews must be carried out by a Mediator who has not had conduct of the Mediation, and who holds the FMCA or other standard designated by us from time to time in the appropriate area of work, ideally by the supervisor and all reviews (other than for supervisors, of their own work;) must be carried out by the supervisor, other than where one of the following applies;
- (a) reviews by a temporary supervisor may occur for short holiday periods and in exceptional circumstances (where the conditions for temporary supervisors will apply);
  - (c) reviews have been delegated to deputy supervisors or
  - (d) procedural checks (only) have been delegated to other members of staff.
- 18.213 Files that have been reviewed must contain a note that, as a minimum, confirms the date of review and the identification of the reviewer. Where corrective action was identified, it must also include details of the action to be taken and the timescale within which it must be completed.
- 18.214 Records must be kept together (centrally and/or on the individual's personal files), but must be presented in a way that is easy to manage (e.g. to monitor samples and corrective action, to identify trends and to conduct performance appraisals). Each record must provide key Mediation review information, including:
- (a) file reference;
  - (b) date of review;
  - (c) mediator and reviewer identification; and

- (d) method (where it may be other than file content only, e.g. one to one).
- 18.215 A note which confirms that each of the following has been checked and found satisfactory, or details of any adverse findings in respect of:
- (a) quality of Mediation;
  - (b) action proposed or taken; and
  - (c) adherence to organisational procedures.
- 18.216 Evidence about corrective action (i.e. whether corrective action was required or a training need identified, and, in either case, a summary of the problem or scope for improvement, the action proposed and subsequent confirmation of completion). The record may be in the form of a single document completed at the end of each review, or may be a collection of copies of the review forms if a standard form is used.
- 18.217 You must show that all records are reviewed at least once a year to identify recurring or emerging trends in performance (for individuals and/or departments and/or the organisation as a whole), and that action is taken wherever negative trends are identified.

### **Meeting Client needs**

- 18.218 You must provide Clients with information regarding the Mediation process (both verbally and in writing). This information must be given before a Mediation session begins and must include information on:
- (a) an overview of the Mediation process including the availability of face-to-face Mediation appointments;
  - (b) note-taking;
  - (c) confidentiality, including where confidentiality may be waived due to safety issues arising in respect of the other parties and associated people (including children);
  - (d) the independence and impartiality of Mediators;
  - (e) the voluntary nature of participation;
  - (f) other complementary services where relevant, e.g. Relate; and
  - (g) your complaints processes.
- 18.219 You must have a written procedure which sets out how Client safety on arrival and departure is ensured and maintained throughout the Mediation.

- 18.220 You must ensure that you have a process in place to ensure that the following information will be confirmed in writing to the parties as soon as possible after the decision has been made that the case is suitable for Mediation:
- (a) date and venue of the Mediation session;
  - (b) name of the Mediator(s) involved, and to whom complaints should be addressed;
  - (c) any relevant key dates the Client(s) has/have told the Mediator about;
  - (d) any action to be taken (by either party or Mediator);
  - (e) any limits on the Mediator's ability or willingness to mediate and
  - (f) the availability of independent legal advice.
- 18.221 You must have a process in place to ensure that, during the Mediation, you write to Clients, at a minimum, in the following circumstances:
- (a) when there is any change in planned action;
  - (b) if it becomes clear that Mediation is no longer appropriate; or
  - (c) if there is a change in Mediator responsible.
- 18.222 You must have a process in place to consider whether Clients have a need for specific complementary services and provide information on the following as appropriate:
- (a) a marital counselling agency. Change to relationship counselling, whether this is aimed at assisting in sustaining a relationship, easing the emotional impact of the separation, or assisting with the parents' emotional adaptation to co-parenting;
  - (b) a financial adviser;
  - (c) a child counselling service;
  - (d) the Separated Parent Information Programme ("SPIP") which is available across England.
  - (e) an organisation with a Contract with us to provide legal advice in the Family Category of Law;
  - (f) organisations accredited with the National Association of Child Contact Centres to deliver supported or supervised contact; and

- (g) A parenting plan including the on-line services aimed at helping parents to learn new behaviours to make contact work better for their children.

18.223 There must be a process in place to ensure that:

- (a) for Family Mediation involving property or financial matters, a written memorandum of understanding is produced, together with a letter confirming its meaning and effect if the document itself does not already make this clear;
- (b) for non-financial and non-property Family Mediation issues, a written outcome statement is produced listing key actions that parties are willing to take;
- (c) if no agreement is reached, the Mediator writes to all parties explaining the outcome of the Mediation and any further action that is to be taken by either party or the Mediator;
- (d) in all cases, original documents are returned to the Client, if appropriate;
- (e) in all cases, Clients are told in writing of any storage arrangements for their files;
- (f) if appropriate, Clients are offered, in writing, a review in the future; and
- (g) copies of the memorandum of understanding, outcome statement or result of the Mediation, where an agreement has not been reached, must be provided or sent to all parties within ten working days of the last Mediation session.

18.224 Clients must be informed in writing of their right to independent legal advice, regardless of the outcome of the Mediation. A standard blanket statement at the bottom of the memorandum of understanding, outcome statement or written letter, where no agreement has been reached, would satisfy the auditor that this requirement has been met.

18.225 The files must show that Clients are reminded that reconciliation is an option where appropriate, and the files must contain, where financial disclosure has been made, a statement regarding whether financial disclosure is full or partial, which has been signed by the parties.

18.226 Clients must be informed in writing of the potential cost implications of matters proceeding to court rather than Mediation (i.e. statutory charge or contributions), to enable Clients to assess the cost benefit of the Mediation process. The cost implications estimates must be based on the best available information.

## Client confidentiality

- 18.227 You must have a procedure that is understood by all staff in the organisation who have access to case information (i.e. not only casework staff). It must include circumstances in which a breach of the duty of confidentiality should be considered (see Guidance) and the process that must be followed at that point.
- 18.228 Where confidentiality might be a particular issue (including, for example, where more than one organisation shares the same premises, where you act for different parties (e.g. co-defendants) in the same matter, or immediately following a merger with another organisation), your procedure must include guidance specifically on how confidentiality will be maintained in those circumstances.
- 18.229 You must have facilities to be able to discuss matters with a Client in a private location.

## Quality

### Complaints procedure

- 18.230 You must ensure that Clients have information about what to do if they have a problem with the service provided. You must provide details of how and to whom they should complain, in writing, at the outset of the case.
- 18.231 You must have a procedure for identifying and dealing with complaints. Your procedure must contain details of, at least, all of the following:
- (a) the definition of a complaint;
  - (b) who has responsibility for complaints handling (generally and ultimately in the organisation, including who is responsible for complaints made about the person who would ordinarily have ultimate responsibility);
  - (c) how complaints are identified;
  - (d) how complaints are recorded;
  - (e) how to identify the cause of a complaint and respond to it (including acknowledging complaints and telling the Client when they will receive a substantive response, explaining to whom they should take matters if they remain dissatisfied at any stage, providing options for redress and for correcting any underlying problem or unsatisfactory procedure or process);
  - (f) the process for reviewing complaints (i.e. what is reviewed, by whom and when) and



(g) your procedure must be compliant with the Family Mediation Councils Code of Conduct.

18.232 Details of complaints received (e.g. face to face, over the telephone or in writing) must be held in a central record, and copies of any documentation (usually correspondence) showing how the complaint was resolved must be available (i.e. either on the central record, or held in the case file with a cross reference in the central record).

18.233 The central record must be reviewed at least annually to identify trends and to determine whether action can be taken, as a result, to improve the service being delivered. The results (i.e. trends identified and any action proposed as a result) of the annual review (or at least one review if you carry out more than one a year) must be documented.

#### Client satisfaction feedback

18.234 You must have a written Client satisfaction feedback procedure that encourages Clients to provide feedback about the quality of service they received and that includes *all* of the following:

- (a) Whether the service was approachable and friendly;
- (b) Whether the Client was kept informed;
- (c) Whether the information explained sufficiently to the Client;
- (d) Were matters managed in a competent and timely manner;
- (e) Whether the Client issues were resolved; and
- (f) whether the Client felt the outcome was in the best interests of the child?

18.235 You must review Client feedback at least annually and document the review findings. The documentation must include feedback findings (trends identified) and outcomes from the review (of action proposed to resolve concerns or to improve the service) and must be kept for at least three years.

#### Office manual

18.236 You must have access to an office manual available at each site. As a minimum, your office manual must include all documented procedures and policies, and all standard pro-formas that are used in your practices/processes.

18.237 The manual must be reviewed at least annually to check that they are up to date and accurate on paper and in practice.