



**An Bord Um  
Chúnaimh Dlíthiúil**  
Legal Aid Board

# **Pilot Private Practitioner Scheme for the Provision of Family Mediation Services**

## **Terms and Conditions**

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## Table of Contents

<b>INTRODUCTION.....</b>	<b>3</b>
<b>PANEL OF MEDIATORS.....</b>	<b>3</b>
<b>REFERRAL OF CASES.....</b>	<b>4</b>
<b>QUALITY SERVICE.....</b>	<b>4</b>
<b>MONITORING.....</b>	<b>5</b>
<b>EXCLUSION/REMOVAL/WITHDRAWAL FROM THE PANEL.....</b>	<b>5</b>
<b>FEES PAYABLE.....</b>	<b>6</b>
<b>GENERAL.....</b>	<b>6</b>
<b>Appendix 1 - Schudule of Fees.....</b>	<b>7</b>
<b>Appendix 2 - Application for Entry onto Panel.....</b>	<b>9</b>
<b>Appendix 3 - Form of undertaking.....</b>	<b>10</b>

## **PILOT PRIVATE PRACTITIONER SCHEME FOR THE PROVISION OF FAMILY MEDIATION SERVICES TERMS AND CONDITIONS**

### **INTRODUCTION**

The Legal Aid Board (“the Board”) was set up as a statutory body on foot of the Civil Legal Aid Act, 1995 (“the Act”). The Board’s statutory remit was widened in 2011 to include responsibility for providing a family mediation service.

Under Section 5 (1) and Section 11A(1) of the Act the Board has now decided to establish and maintain a panel of mediators on a pilot basis who are willing to provide services to clients of the Board’s family mediation service in certain matters which are either within the jurisdiction of the District Court – primarily parenting and maintenance – or within the Circuit Court’s separation and divorce jurisdiction. This shall be known as The Pilot Private Mediator Scheme for the Provision of Family Mediation Services in Certain Family Matters (“The Panel”).

### **PANEL OF MEDIATORS**

1. Any mediator wishing to be considered, in accordance with these terms and conditions, to have his/her name placed on the Panel must apply in writing to the Board.
2. Any mediator wishing to apply to be placed on the Panel must hold:
  - Advanced Member of the Mediators Institute of Ireland (MII), which includes a speciality in Family Mediation;

#### **OR**

- An equivalent qualification in Family Mediation that includes a training course with substantive knowledge in Family Mediation (separating couples) and commensurate case work experience of 100 hours.

#### **AND**

- Professional indemnity insurance that is adequate for the purposes of the Scheme. The current figure is € 1.5 million in any one incident but the Board may revise this amount from time to time.

It will be a matter for the Board to determine the eligibility of applicants having regard to their qualifications and experience. The onus will be on the applicant to provide evidence that these criteria are met as part of the application process.

3. Mediators on the Panel must comply with the tax clearance procedures specified in the Department of Finance Circular 43/2006 entitled “Tax clearance Procedures – Public Sector Contracts” or any such circular amending or replacing that circular.
4. The Panel shall be in place for a period of one year from (Date) or such other date or period as the Board may determine.
5. A mediator on the Panel must have access to suitable mediation rooms / an office, which will allow for the conduct of mediation in a safe and confidential manner for clients. Mediators also must have e-mail facilities and IT software that is compatible with Microsoft Office software in order to ensure the effective and efficient administration of the Scheme. In addition it is Board policy that email communications concerning clients are encrypted for security purposes.
6. A mediator on the Panel is expected to keep up to date with their continued professional development and engage in clinical supervision at their own expense with a clinical supervisor that they themselves source. CPD and the regularity of clinical supervision should be in line with the industry standard, as outlined by professional associations, such as the Mediators Institute of Ireland.

## **REFERRAL OF CASES**

7. Applicants for the Board’s mediation services may be assessed for suitability for referral. Suitable applicants will be given the contact details of their assigned mediator from the Panel. The assigned mediator will be provided with basic information e.g, name and contact details for both parties together with any other relevant information.
8. Appointment to the Panel is a personal appointment and cases cannot be transferred to another mediator on the Panel without the express permission of the Board. The Board will determine what fee, if any, is payable before a transfer is agreed.

## **QUALITY SERVICE**

9. A mediator on the Panel is expected to act in a fiduciary manner in relation to all the Board’s clients and to provide a service in keeping with the Board’s Code of Conduct, Code of Ethics and Best Practice Guidelines that may be issued from time to time by the Board.

10. Flip chart sheets/notes must be kept on file in relation to all consultations and phone calls with clients and such notes must be clearly legible. Notes other than flip chart sheets should ideally be typed. All records must be maintained in such a way as to be compliant with current data protection regulations. All records, both electronic and physical, should be destroyed after seven years of the mediation concluding.
11. All Mediation Settlements must be drafted with reference to any Best Practice Guidelines that the Board may have in place.
12. In the event that the Board is not satisfied that the services required under this Scheme have been provided to a particular client, the Board reserves the right to pay a partial fee or no fee at all to the mediator to whom the case has been referred.

## **MONITORING**

13. A mediator on the Panel shall provide the Board with any information relating to a person who is a client of the Board which is required by the Board for the purposes of enabling the Board to discharge its functions under the Act. Such information shall be furnished within fourteen days of any such request.
14. As part of its commitment to ensuring that its clients receive a quality service, the Board will review a number of files so as to satisfy itself that the mediator on the Panel is providing an appropriate level of service. In the event that that review identifies issues of concern in relation to the provision of an appropriate level of service, the Board will inspect any or all files assigned to that mediator.
15. If the Board receives a complaint from a client, or if the Board identifies a performance issue, a copy of the complaint or note of the performance issue shall be forwarded to the mediator for their observations. The Board shall consider the complaint performance issue, in accordance with its Information Leaflet entitled "Customer Care and Complaints Procedure", and also in accordance with the terms and conditions contained herein.

## **EXCLUSION /REMOVAL/WITHDRAWAL FROM THE PANEL**

16. The Board may suspend or remove a mediator from the Panel if it considers that:
  - the mediator's conduct when providing or selected to provide mediation services or his/her professional conduct generally render him/her unsuitable, in the opinion of the Board, to provide such services; OR the mediator has failed to comply with these Terms and Conditions.

17. If the Board decides to suspend or remove a mediator from the Panel, the mediator will be notified in writing on the grounds of the decision. The mediator may, within a period of one month from the date of such notification appeal in writing the decision to the Board's Director of Family Mediation setting out the grounds of appeal in full. The Board's Director of Family Mediation may restore the mediator, if satisfied that a case for restoration to the panel is made out. Any appeal does not delay or negate the suspension or removal of the mediator from the Panel, unless the Director of Family Mediation determines otherwise.
18. Mediators who wish to withdraw from the Panel must inform the Board, in writing of their intention to withdraw. Mediators shall give one month's notice of intention to withdraw in the event they wish to do so. Mediators who withdraw from the panel must complete all outstanding cases that have been referred to them.

## **FEES PAYABLE**

19. There shall be a standard scale of fees as (set out in Appendix 1 below) payable per case to mediators on the panel for the provision of services. The Board will not pay any fee in excess of the fees stipulated in the schedule.
20. No travel and subsistence will be payable in respect of any referral.
21. From time to time, the provision of translation and/or language interpretation services may be required. These will be provided for by the Board, once prior approval is given, in writing, from the Board's Family Mediation Operations.
22. A mediator on the Panel is prohibited in making any charge to the clients.
23. The Claim Form shall be the document whereby the mediator shall be entitled to claim the appropriate fee on conclusion of a case. Care should be taken in completing the Form, as incomplete or improperly completed claim forms will be returned without payment.
24. The completed Claim Form, together with Authority for Referral must be sent to: **Family Mediation Operations, Legal Aid Board, 48 - 49 North Brunswick Street, Georges Lane, Smithfield, Dublin D07 PE0C** or email [fmsops@legalaidboard.ie](mailto:fmsops@legalaidboard.ie)

## **GENERAL**

25. Nothing in these Terms and Conditions shall give rise to, or be construed as giving rise to, a relationship of employer and employee between the Board and any mediator on the Panel.

## Appendix 1

### Schedule 1 - Fees for Services

Fees for provision of Family Mediation Services in family matters with a <b>single issue</b> such as Maintenance or Parenting	Fees (Ex VAT)	Fees & Written Settlement (Ex VAT)
a) Does not proceed beyond pre – mediation	€200	N/A
b) Pre – mediation plus one mediation session	€350	€450
c) Pre – mediation plus two mediation sessions	€500	€600
d) Pre – mediation plus three or more mediation sessions	€650	€750

Fees for provision of Family Mediation Services in family matters with <b>issues</b> involving both Maintenance and Parenting	Fees (Ex VAT)	Fees & Written Settlement (Ex VAT)
e) Does not proceed beyond pre – mediation	€200	N/A
f) Pre – mediation plus one mediation session	€350	€450
g) Pre – mediation plus two mediation sessions	€500	€600
h) Pre – mediation plus three mediation sessions	€650	€750
i) Pre – mediation plus four or more mediation sessions	€800	€900

Fees for provision of Family Mediation Services Separation and Divorce cases	Fees (Ex VAT)	Fees & Written Settlement (Ex VAT)
a) Does not proceed beyond pre – mediation	€200	N/A
b) Pre – mediation plus one mediation session	€350	N/A
c) Pre – mediation plus two mediation sessions	€500	N/A
d) Pre – mediation plus three mediation sessions	€650	N/A
e) Pre – mediation plus four mediation sessions	€800	N/A
f) Pre – mediation plus five mediation sessions	€950	N/A
g) Pre – mediation plus six or more mediation sessions with our without a Mediated Settlement and no property or pensions.	€1,100	N/A

Where the mediation ends in a written settlement an additional fee will be paid for		
h) Written Mediation Settlement for decision with no property or pensions that incorporates sufficient detail to enable a Divorce or Judicial Separation to be granted.		€300
i) Written Mediation Settlement for decisions, including property or pensions that incorporate sufficient detail to enable a Divorce or Judicial Separation to be granted.		€400
j) Written Mediation Settlement for all matters pertaining to the divorce, including agreement on property and pensions that incorporates sufficient detail to enable a Divorce or Judicial Separation to be granted.		€600



## APPENDIX 2

### Application for Entry onto Panel



#### Private Practitioner Scheme for provision of Family Mediation Services in certain family matters

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Eircode: \_\_\_\_\_

Tel No: \_\_\_\_\_

Email: \_\_\_\_\_ VAT No: \_\_\_\_\_

I have read and understood the terms and conditions pursuant to the Scheme and I wish to participate in the Scheme Provision of Family Mediation Services in certain family matters. ☐ Yes ☐ No

Please indicate which areas you are willing to serve by highlighting the appropriate areas below and return this list with your application. **Travel and subsistence expenses will not be paid on foot of this Scheme.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please provide details of experience you have in providing mediation services to clients of the Board's family mediation service in certain matters which are either within the jurisdiction of the District Court – primarily parenting and maintenance cases. If you are providing details of experience in providing services for the above mentioned you should provide details of advocacy experience.

Applicants are drawn to the provisions of paragraphs 2 and 6 of the Terms and Conditions. **It is in your own interest to provide a detailed and accurate account of your relevant experience on the application form.**

**You can continue on a separate sheet**

**NB:** Applicants must also return the signed form of undertaking below and an e –Tax number.

**It is a requirement that all applicants applying to make an application for entry onto the panel will be Garda Vetted.**

## APPENDIX 3

### FORM OF UNDERTAKING



#### **Private Practitioner Scheme for Provision of Family Mediation Services in certain family matters**

I hereby apply to have my name entered on the Private Practitioner Scheme for provision of Family Mediation Services in certain family matters maintained by the Legal Aid Board ("The Board") on foot of the Civil Law (Miscellaneous Provisions) Act 2011 for which purpose I hereby apply to have the following information recorded on the Panel:

1. I hereby confirm that I have read the attached Terms and Conditions and I undertake to abide by those Terms and Conditions when providing family mediation services to clients on behalf of the Legal Aid Board. ☐ Yes ☐ No
2. I confirm that I am not currently and have never been the subject of any disciplinary proceedings relating to my professional conduct before any committee, tribunal, court or other similar body, other than proceedings in which the complaint has been found to be unwarranted. ☐ Yes ☐ No
3. I confirm that I am willing to provide family mediation services in accordance with the Civil Law (Miscellaneous Provisions) Act 2011, the Mediation Act 2017 and Terms and Conditions of the Scheme as may be determined from time to time by the Board. ☐ Yes ☐ No
4. I confirm that I am covered by professional indemnity insurance for a claim of up to €1.5 million and that I shall notify the Board in the event of this not being the case at any time. ☐ Yes ☐ No
5. I confirm that I have access to email facilities and that the IT software used by me is compatible with Microsoft Office software and that I am willing to abide by the Board's requirements to send confidential emails using the Board's secure email facility. ☐ Yes ☐ No

<b>Signature</b>	
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<b>Date</b>	
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**PLEASE COMPLETE IN BLOCK CAPITALS:**

1.	Name of Mediator	
2.	Address (including Eircode or NI Postcode)	
3.	Contact details	
	Telephone	
	Mobile	
	Email	
4.	VAT Number	
5.	E-Tax Number	
6.	Tax clearance certificate enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No	
I have read and understood the terms and conditions pursuant to the Scheme and I wish to participate in the Scheme Provision of Family Mediation Services in certain family matters. <input type="checkbox"/> Yes <input type="checkbox"/> No		

<b>Signature</b>	
<b>Print</b>	

<b>Date</b>	
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