

Mediation Agreement

We (mediators)

.....and

.....and

have decided to conduct a mediation, after individual meetings to inform each other about the mediation process.

The mediation will be conducted in a *consensual* and neutral manner by Maiwald.Mediation.online, namely:

..... and

The mediators intend to settle their conflict together with the help of the mediator
The independence of the mediator is presumed.

1. The purpose of mediation is to work out agreements in a joint discussion - **out of court** and on one's own responsibility. We have been informed about the principles and procedure of the mediation process.
2. We strive for a solution that all parties involved consider to be fair and in line with their needs. Separate discussions may be held for mutual agreement. Third parties can only be involved in the mediation with the consent of all parties.
3. We undertake to disclose in mediation all information relevant to the search for a fair solution. All mediators will be involved appropriately and in a fair manner.
4. We agree that mediation is a *voluntary process* and that everyone has the right to interrupt or leave the mediation. In such a case, we will still meet to discuss the reasons.
5. The content of the mediation discussions is strictly confidential. The mediators are bound by professional secrecy. The mediators will not answer any questions concerning the content of the mediation talks, as this breach of *confidentiality would be dishonourable* to them, unless there is a threat, e.g. to public order/the best interests of the child. None of us will name one of the mediators as a witness in court proceedings. The mediators will also treat the content of the discussions, including among themselves, as confidential.

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6. No legal advice will be given during mediation. If deemed necessary, we will obtain information about our rights and obligations from persons authorised to give legal advice outside the mediation process. If contractual or legal deadlines come into effect during the mediation, we as mediators take responsibility for this ourselves. The mediators assume no liability for this.

7. The duration of the mediation session is a maximum of 90 minutes.

8. Your expenses for one session will be 180,-€/360,- € (incl. co-moderator), as an allowance for the circle of friends. We jointly commit ourselves to transfer 50% to Ch. Maiwald for „the circle of friends“ up to two days before the agreed mediation, 50% after the mediation session.

9. Written work on the part of Maiwald.Mediation.online, e.g. preparation of minutes, is to be discussed separately with regard to the allowance.

10. The other participants shall be informed of cancellations at least 24 hours in advance. Otherwise, the person who does not cancel in time or does not appear at the appointment shall pay the full fee alone.

11. The mediators may terminate the mediation at any time. Maiwald.Mediation.online may also terminate the mediation, in particular if the mediator is of the opinion that independent communication or agreement between the mediators cannot be expected.

12 Supplementary agreements.....

We agree to the aforementioned conditions.

Place, the

Mediand.....

First name and surname, legible

Mediand.....

First name and surname, legible

Signature Maiwald.Mediaton.online

Freundeskreis c/o

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