



## **FAMILY AND BUSINESS MEDIATION**

The mediator's role is to be an impartial facilitator who will help the parties identify, clarify and, when appropriate, facilitate affective communication between them. She will help parties provide the necessary information, review options, and support parties to make informed choices and decisions. The mediator will not make decisions regarding what the options, outcomes, or agreements should be, but will help client(s):

- Explore, understand, and explain to each other their needs and concerns
- Develop creative and practical options/solutions to resolve differences
- Diffuse conflict between clients and focus the negotiations in a constructive manner

The goal of mediation is to come to a wise, equitable, and workable solution or agreement rather than a settlement at any cost. At no time should the parties feel coerced or threatened into an agreement. Mediation agreements are not legally binding or enforceable, but clients have in "good faith" agreed to fulfill the agreement to ensure success. Mediation promotes the spirit of respectful co-operation; helping to preserve individuals, families, businesses, and agencies trust and dignity. It is important to note that not all mediations require a written agreement.

The mediator will provide information but will not provide legal advice. All conversations and matters related to the sessions in the pre-mediation and mediation processes are without prejudice. **The mediator will not engage or be a part of legal proceedings.** If one party decides to proceed with litigation, that party will provide notice to the other party and the mediator. The parties must agree that they will not at any time before, during, or after mediation:

- Call the mediator as a witness
- Subpoena or demand the production of any of the mediator's records or notes in any legal or administrative proceeding concerning this case

In addition to family and business mediation, *real consulting* also provides family and business counselling and family and business negotiator/coaching services. Please see our website for further information.



## CONFIDENTIALITY

For mediation/counselling/coaching/negotiating to proceed, open and honest communication between clients is essential. The mediator/counsellor/coach/negotiator will not reveal anything discussed in private with one client to the other client *if* she is requested to keep that information confidential. However, to ensure good faith, fairness, and integrity in the mediation/counselling/coaching/negotiating process for all parties concerned, it is paramount that all communications with the mediator/counsellor/coach/negotiator are transparent and disclosures are discussed. **The mediator/counsellor/coach/negotiator will not maintain confidentiality if she has reason to believe that an individual, child, adolescent, or adult needs personal or family protection regarding personal, family, domestic violence and/or sexual/physical abuse. Neither will she maintain confidentiality if she has reason to believe any individual is in danger of bodily harm or is subject to threats of violence and/or sexual/physical abuse.**

The clients can give the mediator/counsellor/coach/negotiator permission to discuss relevant matters about their mediation/counselling/coaching/negotiating with respective outside consultants – if appropriate and when required. Confidentiality release document will require signing by clients. All confidential information will be discussed with clients to ensure their utmost respect and privacy. Copies of relevant reports and documents will be provided to clients. The mediator/counsellor/coach/negotiator will not: engage or be a part of legal proceedings, be called as a witness, be subpoenaed, relinquish any records, notes, or any legal or administrative proceedings concerning the case.

## TERMINATION

While the parties have intentions of mediating/counselling/coaching/negotiating until agreements and/or resolution is reached, it is understood that the client(s) may withdraw from mediation/counselling/coaching/negotiating at any time. If one party is contemplating ending the mediation/counselling/coaching/negotiating, he/she will discuss the situation with the other party and the mediator/counsellor/coach/negotiator prior to termination providing adequate notice to the mediator/counsellor/coach/negotiator.

The mediator/counsellor/coach/negotiator will suspend or terminate the sessions if:

- The process is likely to harm or prejudice one or more of the parties
- Its usefulness is exhausted
- An agreement being reached is grossly unfair to one or more of the clients
- Clients engage in legal proceedings
- Clients are demonstrating abusive behaviour to the mediator/counsellor/coach/negotiator
- Clients fail to pay the designated fees
- Clients are found recording/taping the session(s) without the mediator/counsellor/coach/negotiator's permission



## CANCELLATION POLICY

### **ALL APPOINTMENTS:**

All appointments with *real consulting* require a *minimum of 24 hours business day notice or full fees will be charged*. Please note the office is closed Saturdays, Sundays and all Statutory Holidays.

### **SAME-DAY APPOINTMENTS:**

Any appointments booked and cancelled on the same day will fall under the same-day cancellation policy and will be subject to charges according to the fee scale.

### **1 HOUR APPOINTMENTS:**

For a 1 hour appointment, **24 hours business day notice\*** must be given or charges according to the fee scale will be incurred.

### **2 HOUR APPOINTMENTS:**

For a 2 hour appointment, **48 hours business day notice\*** must be given or charges according to the fee scale will be incurred.

### **3 HOUR APPOINTMENTS:**

For a 3 hour appointment, **72 hours business day notice\*** must be given or charges according to the fee scale will be incurred.

\*Saturday, Sunday, and Stat Holidays **will not** be accepted as business day notice



## FEES

- **The rate for Individual Counselling is \$150.00 + GST/hour**
- The rate for 'Taming the Red Bull' **Individual** Anger Management is \$150.00 + GST/hour
- The rate for 'Taming the Red Bull' **Couples** Anger Management is \$175.00 + GST/ hour
- *\$200.00 + GST Retainer Fee for Anger Management Reports*
- **The rate for Couples Relationship Rebuilding is \$175.00 + GST/ hour**
- **The rate for a Family Session is \$175.00 + GST/ hour for 2 people**
- The rate for a **Family** Session is \$200.00 + GST/ hour for **3 people or more**
- **The rate for Individual Workplace/Business Session is \$175.00 + GST/hour**
- The rate for **Family/Unrelated Parties** Workplace/Business Session is \$250.00 + GST/hour for **2 people**
- The rate for **Family/Unrelated Parties** Workplace/Business Session is \$275.00 + GST/hour for **3 people or more**
- **The rate for Individual Separation/Divorce Intake\* is \$200.00 + GST/hour**
- The rate for **Couples** Separation/Divorce **Intake\*** is \$250.00 + GST/hour
- The rate for **Individual** Separation/Divorce/Parent/**Negotiator/Coach Consultation\*\*** is \$250.00 + GST/hour
- The rate for **Couples** Separation/Divorce/Parent/**Negotiator/Coach\*** is \$300.00 + GST/hour
- The rate for **Couples** Post-Separation/Divorce/Parent/**Negotiator/Coach** is \$300.00 + GST/hour
- \$1,400.00 + GST Retainer Fee for Parenting Plan Agreement - **DRAFT AGREEMENT ONLY\*\*\***
- \$1,700.00 + GST Retainer Fee for Separation Agreement + Parenting Plan - **DRAFT AGREEMENT ONLY\*\*\***
- \$1,200.00 + GST Retainer Fee for Pre-Nuptial Agreement, Post-Nuptial Agreement, and Cohabitation Agreement - **DRAFT AGREEMENT ONLY\*\*\***

**\*Clients seeking support regarding Domestic Violence will come under the Separation/Divorce fee structure**

**\*\*Individual Separation/Divorce Consultation covers situations in which one party refuses mediation but the other party wishes to prepare a reasonable proposal for presentation rather than engage in litigation**

**\*\*\*The aforementioned fees are to secure DRAFT agreements ONLY and are subject to *additional costs of \$200.00 + GST/hour as required* to alter FINAL documents, letters, and reports**



## ADDITIONAL FEES

Rates are applicable according to fees outlined on page 5 to time spent regarding:

- Telephone discussion, text and email correspondence with clients\*
- Telephone discussion, text and email correspondence, and meetings with collateral contacts when required – e.g. lawyers, counsellors, teachers, etc.
- Writing short reports/letters – as required 1 page (**\$200.00 per report/letter**)  
**Extensive reports to include 2 pages and more (\$300.00-\$700.00)**
- Preparing relevant information
- Pre-counselling/coaching/negotiating/mediation preparation and any follow-up work as required
- The rate of **.60 cents per Kilometre** is charged for travelling to and from collateral professional appointments or contract work (**outside High River only**).

\*Not including initial inquiries and appointment bookings

Please note that all reports, letters, correspondence, and collateral contact require *payment in advance*.

## PAYMENT

All costs are to be paid by Cash, Debit, Visa, MasterCard, American Express or **E-Transfer** at the end of each session. **No cheques.**



Pre-payment for a minimum of 1 hour counselling, coaching or mediation session is required to be sent etransfer **in advance of the session will be required.**



## Support and Care

- **Face to Face In Office**

This service provides an optimum way to address your needs. Quiet, confidential, and discreet.

- **Remote/Online**

You are busy and need service on your lunch break. Ready to provide what you require!

Pre-payment for a minimum of 1 hour counselling, coaching or mediation session is required to be sent etransfer **in advance of the session will be required.**

- **Local Location**

Nanton Quality of Life is pleased to offer counselling, coaching, and mediation services in partnership with REAL Consulting for individuals, couples, families and businesses for the community of Nanton. Services offered Face to Face in office, Remote/Online and in Nanton location.

Please contact Jennifer Herman Executive Director Nanton Quality of Life at 403-646-2436 or Kim Muscroft – McDonnell at REAL Consulting at 403-601-5183.

## EMPLOYMENT ASSISTANCE PROGRAMS (EAP) (IMPORTANT)

The **real consulting** office does accept **some** EAP coverage. However, if clients wish to have their counselling/coaching/mediation subsidised it is their responsibility to inquire with their company to ensure services will be covered. If EAP companies wish to *contact the office* to request information or documentation to commence the process of subsidizing that is acceptable. **real consulting will not be responsible for clients' failure to procure EAP permission prior to attending counselling, resulting in no coverage.**

Please contact the office for further information. We are happy to help!



## SIGNATURES

I ..... have read, understood and have been provided an opportunity to ask questions, receive relevant information and clarification with the mediator/counsellor/coach/negotiator regarding the guidelines set out in this 7-page document, and have agreed to the guidelines set out in this 8-page Terms and Conditions document.

Print Name : .....

Signature : .....

Date : .....

I ..... have read, understood and have been provided an opportunity to ask questions, receive relevant information and clarification with the mediator/counsellor/coach/negotiator regarding the guidelines set out in this 7-page document, and have agreed to the guidelines set out in this 8-page Terms and Conditions document.

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