

CONFIDENTIAL

MEDIATED AGREEMENT

Between

Mr. John X
and
Ms Mary Y

PREPARED BY MEDIATORS

A another

N.B.

This agreement needs to be read in the context that while the assets include 16 properties, including the family home, the total value was €62,300 due to negative equity.

Mr. John X and Ms Mary Y have been in mediation with regard to various issues concerning themselves, their children and the financial issues consequent to their marital separation. This agreement is a summary of the outcome of the mediation and of the agreements reached.

This Mediated Agreement is confidential. It does not record or create a binding agreement between the parties and any proposals set out in this Mediated Agreement have not been set out with the intention of creating legal relations by creation of this document. This agreement is intended to facilitate each of the parties obtaining independent professional advice, which the Mediator has recommended them to do, before they take any steps to enter into a legally binding agreement, whether through Solicitors or informally between themselves. Unless and until they decide to enter into a binding agreement, no such binding agreement exists between them.

Mr. John X and Ms Mary Y have signed an open summary of the financial information disclosed by each of them. They understand that this may be produced to the Court (unlike this Mediated Agreement) and they have had the necessity for full and complete disclosure explained to them and recorded to them in writing. This Mediated Agreement may, of course, be produced to each of their legal advisors on the basis that it is, and remains, a confidential document.

Ms Mary Y is currently living in the family home at Fresh Fields townland and Mr. John X is in a separate dwelling at Fresh Fields townland.

The parties state that they have arrived at the following agreements in the process of mediation:

1. Preamble

- 1.1 These agreements represent a total package carefully balancing our mutual and individual interests.
- 1.2 We have mediated this Agreement with the help of two mediators being fully aware that the mediator's role is to assist us in negotiating our own agreement and not to advise us on legal or other issues.
- 1.3 We have been advised to seek independent legal and financial advice before signing this Mediated Agreement.
- 1.4 This is an informal document not intended by either of us to be legally binding on the other unless and, until, all necessary steps have been taken to give legal effect to our Agreement.
- 1.5 We agree that we will both seek legal advice about pursuing a legally binding Separation Agreement.
- 1.6 It has been a precondition of the mediators assisting us that the mediation has been conducted without prejudice and that any information disclosed by either of us in our negotiations with each other is confidential.
- 1.7 We have signed an open summary of the financial information disclosed by each of us. We understand that this may be produced in Court (unlike this Mediated Agreement)

and we have had the necessity for full and complete disclosure explained to us and recorded to us in writing.

- 1.8 We married each other on the 24/04/1999.
- 1.9 We have two children:
 - “Boy” who was born on 27/09/2020 and is aged 12
 - “Girl” who was born on 11/04/2021 and is aged 11.
- 1.10 Our agreement was reached following mediation sessions conducted on 22nd January 2013, 1st February 2013 and 12th February 2013. Our Mediators have been UI.

The following are the agreements we have made with each other:

2. Parenting our children, “Boy” and “Girl”

- 2.1 We have agreed a plan for the shared parenting of their children as set out in Schedule 1 attached to this Mediated Agreement.
- 2.2 Communication methods for engaging with each other regarding this schedule have been agreed.
- 2.3 A fortnightly time-tabled agreement for shared parenting has been reached and this includes arrangements for term time and holiday time.
- 2.4 Arrangements for the celebrations of the childrens birthdays and for Christmas have been reached, as well as for “Boy” ’s upcoming Confirmation in March 2032.
- 2.5 Arrangements for holidays, both inside the island of Ireland and outside the island of Ireland have been agreed.
- 2.6 That the parenting schedules and other arrangements organised between John X and his son “Boy” are subject to “Boy” ’s agreement.
- 2.7 That “Boy” and “Girl” will be brought to counselling in order to help them in dealing with their parents’ separation and to help “Boy” in building a relationship with his father, hopefully resulting in “Boy” staying overnight, along with “Girl” in his father’s home. To help with this, Mary Y has agreed that her response in front of the children when John X arrives to collect the children will be a neutral response and will not convey any negative feelings towards their father.

3. Home Privacy

- 3.1 Both parties have agreed to respect each others’ privacy in their separate homes and to not enter each other’s homes, except by invitation or with permission from each other.

4. Phone Communication

- 4.1 Communication between the parties, John X and Mary Y will be by text unless there is an issue with one of the children that needs discussion such as, health, education, well-

being. In these instances Mary Y will text John X to let him know about the issue and he will then phone Mary Y to discuss the issue. Conversation will only take place regarding the issue and not on any other topic.

- 4.2 If John X has either or both of the children in his care then it is agreed that he may phone Mary Y about any issue and, again, conversation will only take place regarding the issue and not on any other topic.

5. Maintenance

- 5.1 That maintenance from John X to Mary Y will be set at €250 per week.
- 5.2 That maintenance payment will take effect from 2032.
- 5.3 John X will pay the maintenance by standing order into Mary Y's Bank account: account number and sort code
- 5.4 That this maintenance payment would be supplemented by Mary Y's current receipt of €206 per week from Job Seekers Benefit and by Mary Y sourcing and accessing all possible social welfare supports and/or her return to employment.
- 5.5 That this sum €250 per week is subject to review in 6 months time if either party wishes this to happen.
- 5.6 That this review will be conducted through mediation

6. Properties and Assets, including the Family Home

- 6.1 That both parties agree the valuations of the properties listed in Document 1. These valuations were obtained on a verbal basis by John X from A Auctioneers, Fresh Fields. Additional written valuations for Z CONSTRUCTION Ltd. Properties numbers 1 and 2 were obtained in writing Auctioneers.
- 6.2 That the family home at Fresh Fields be transferred into the sole ownership of Mary Y .
- 6.3 That the family home will not be sold by Mary Y any time before their youngest child is 23 years of age.
- 6.4 That John X will have first option to buy the family home if it is put up for sale at any time after the youngest child is 23 years of age.
- 6.5 That all the other properties and assets named in Document 1 attached to the Financial Statements of John X and Mary Y will transfer into the sole ownership of John X and he will retain sole responsibility for their associated costs.
- 6.6 That Mary Y will transfer her shares in Z CONSTRUCTION Ltd to John X and will cease to have any decision-making or management responsibility thereafter.
- 6.7 That the businesses listed as A Ltd. and B Ltd. have ceased trading and that no assets have accrued.
- 6.8 That Mary Y will act as a witness in any pending legal case in connection with the property in C and the Promissory note pertaining to it..
- 6.9 That John X will share with Mary Y all correspondence he has had, or will have, with PG Solicitors in connection with C.
- 6.10 That Mary Y and John X will agree together as to how any financial proceeds will be distributed should the case regarding C be settled.

- 6.11 That Mary Y states that she does not want any financial proceeds for herself from any resolution of the case regarding C, but she requests that some amount of money will be allocated for the education of “Boy” and “Girl”.

7. Disputed Ownership of Properties

- 7.1 John X is in dispute with his father-in-law, OP, with respect to the ownership of two properties:
- a) House at High Fields
 - b) Apartments and site at Mid Fields.
- 7.2 Mary Y states that she does not wish to make any claim on these assets and does not wish to make any financial claim on any possible financial outcomes that may arise in relation to any possible resolution of the disputes over these two properties.
- 7.3 That both disputed properties will be included on the assets list as “properties in dispute”.

8. Loans and Mortgages

- 8.1 Both parties have agreed that Mary Y will pay off the family home loan and that John X will pay off the home improvements loan.
- 8.2 Mary Y has agreed that she is committed to paying off the family home loan on time each month so that there is no question of arrears being accrued with the possible resulting implications that may arise for the financing of the other properties.
- 8.3 John X has agreed that he is committed to paying off the home improvements loan on time each month so that there is no question of arrears being accrued with the possible resulting implications that may arise for the financing of the other properties.

9. Pension

- 9.1 That John X’s pension with UV, Policy number 0000 , with policy value as at 21st December 2012 of €00.00, will remain with John X .

10. Medical Insurance

- 10.1 That Mary Y will continue to pay for the medical insurance for her and the children

11. Future Debts

- 11.1 That John X and Mary Y agree that each of them will be responsible for any debts incurred by each of them from the time of their separation and they agree not to hold the other liable.

12. Income Tax Assessment

- 12.1 The John X and Mary Y will be separately assessed for income tax and shall be treated as single persons for the future for all tax purposes.

13. Cars

- 13.1 While John X owns a company van, it is agreed that Mary Y will retain a right to her car -
- Make and Model: Volkswagen,
 - Registration number: 0000000.
 - Estimated value: 10k

14. Succession Rights

- 14.1 That John X and Mary Y intend to take legal advice on their succession rights to each other's estate under the Succession Act.

15. Wills

- 15.1 That John X and Mary Y intend to take legal advice on drawing up their wills and that they intend to consider the issue of Guardianship of their children in the event of their deaths.

16. Family Home Contents

- 16.1 That John X and Mary Y will agree the division of the contents of the family home between them post mediation.

17. Return to Mediation

- 17.1 That in the event of any dispute in relation to any of the terms set out above, arising prior to the Mediated Agreement being drawn up into a legally binding Separation Agreement, that the parties agree to return to Mediation.

18. Deed of Separation

- 18.1 Both parties agree to separate from each other and to have this agreement transferred into a legal deed of separation.

Signature of This Agreement

This agreement is to be signed by each party attending the mediation.

Party A. Signed: _____

Name: Mary Y

Date: ____/____/____

Party B. Signed :__ _____

Name: John X

Date: ____/____/____

Mediator - Witness : _____

Name: UI

Date: ____/____/____

etc

Schedule A

Shared Parenting Timetable

| | Mon- day | Tue- day | Wednesday | Thurs- day | Friday | Satur- day | Sunday |
|----------------|-------------|-------------|--|---------------|---|---------------|---|
| Week 1 | | | | | John X will be collecting the children between 5 and 6 oc from Mary Y 's home | | John X will bring the children to Mary Y 's home at 20.00 unless he needs to work away, in which case he will bring them at 14.00 |
| Week 2 | | | John X will collect children from Mary Y 's home between 5 – 6 oc. | | John X will bring the children to school | | |
| Week 3 | | | | | John X will be collecting the children between 5 and 6 oc from Mary Y 's home | | John X will bring the children to Mary Y 's home at 20.00 unless he needs to work away, in which case he will bring them at 14.00 |
| Week 4 | | | John X will collect children from Mary Y 's home between 5 – 6 oc. | | John X will bring the children to school | | |
| Green = John X | | | | | | | |
| Blue = Mary Y | | | | | | | |

1. Shared Parenting Timetable

- 1.1 Both parties agree that the Shared Parenting Timetable and plan will apply during school term time and during school holiday time.
- 1.2 The shared parenting timetable and plan is to start on "Week 1" on Monday 4th February 20xx.
- 1.3 That when John X has the children they will stay with him until 20.00o'c on the Sunday evening, or until 14.00o'c should he need to work in a place that entails a long distance drive on the night before the Monday morning.
- 1.4 That if a bank holiday takes place on the weekend that the children are with John X then they stay with him until 20.00o'c on the Monday bank holiday night, or until 14.00o'c should he need to work in a place that entails a long distance drive on the night previous to the Tuesday morning.
- 1.5 That John X will give Mary Y reasonable notice regarding 1.3. and 1.4. above.
- 1.6 If John X is scheduled to be out of County M at work on a Wednesday on the weeks that he has the children, then he will let Mary Y know on the previous Monday morning and Mary Y will take care of the children on that Wednesday.
- 1.7 Extracurricular activities that the children engage in will be facilitated by the parent in whose care they are at that time.

- 1.8 John X has agreed that when the children are staying overnight with him on week nights he will ensure that their homework is completed and that their work for the next day, or for examinations, is completed.
- 1.9 When John X calls to collect the children, he will text Mary Y 10 minutes beforehand to let her know that he is calling and the children will be at the door ready for him.

2. Parents telephone contact with children

- 2.1 That the children will be able to phone the parent with whom they are not staying, and to also receive phone calls from that parent.

3. Birthdays

- 3.1 If a child has a birthday during the time they are with one of the parents, then that parent will hold the celebration for the child and the other parent will plan a celebration either before the birthday date or after the birthday date when this child is staying with them.

4. Christmas period

- 4.1 Christmas Eve – John X will have the children from 10.00 – 14.00 if they are in the care of Mary Y as per the agreed schedule.
- 4.2 If the children are already in the care of their father, John X , then he will drop the children to Mary Y's home at 17.30 on Christmas Eve.
- 4.3 Christmas Day – The children will remain with their mother, Mary Y , until 17.30 on Christmas day at which time John X will bring them to his home where they will remain to stay with him on Christmas night.
- 4.4 St. Stephen's Day – the children will remain with their father, John X and will also stay with him on St. Stephen's night.

5. Confirmation

- 5.1 "Boy" 's confirmation will be on 8th March 20xx. John X and Mary Y have agreed that John X will bring "Boy" and "Girl" to John X 's parents' home at 11.00 on the morning of the confirmation, where they will stay for lunch with their grandparents who will then bring him to the church for the confirmation ceremony.
- 5.2 After the ceremony, the children will go to Killarney for dinner with their mother, Mary Y
- 5.3 The proviso on all of the above confirmation arrangements is that "Boy" agrees with the plan to spend this time with his grandparents.

6. Counselling and Support for children

- 6.1 Both Mary Y and John X have agreed that “Boy” and “Girl” will be brought to counselling in order to help them in dealing with the separation of their parents and to help “Boy” in building a relationship with his father, hopefully resulting in “Boy” staying overnight, along with “Girl”, in their father’s home.
- 6.2 Mary Y has agreed that her response in front of the children when John X arrives to collect them will be a neutral response and will not convey any negative feelings towards their father.

7. Phone Communication in regard to the Children

- 7.1 Communication between the parties, John X and Mary Y will be by text unless there is an issue with one of the children that needs discussion such as, health, education or general well-being. In these instances Mary Y will text John X to let him know about the issue and he will then phone Mary Y to discuss the issue. Conversation will only take place regarding the issue and not on any other topic.
- 7.2 If John X has either or both of the children in his care then it is agreed that he may phone Mary Y about any issue and, again, conversation will only take place regarding the issue and not on any other topic.

8. Gifts for Children

- 8.1 John X is in agreement with buying presents for both “Boy” and “Girl” and not just for one of the children. However, when one of the children needs a replacement item, such as new football boots to replace their worn football boots, then he will only provide this replacement solely for the child concerned.

9. Holiday Travel

- 9.1 Within the island of Ireland:
That both parents will permit the other party to take the children on a holiday within the confines of the island of Ireland
Outside the island of Ireland:
That both parents will permit the other party to take the children on a holiday outside the island of Ireland provided each of the parents has an adult relative accompanying that parent on their holiday.
- 9.1.1 Each party will give the other parent two weeks’ notice to any change of the shared parenting schedule that will result in the event of either parent taking the children on a holiday.
- 9.2 That both parents agree to give whatever consents are necessary to obtain passports for either of their children, as the need arises. The childrens’ passports will be held by their mother, Mary Y .

- 9.3 The agreements regarding the childrens holidays with both parents are dependent on each of the children consenting to the holiday trip.

10. Agreement of "Boy"

- 10.1 The parenting schedules and other arrangements organised between John X and his son "Boy" are subject to "Boy" 's agreement.