



Mediation Agreement

Date: XXXX 2020

Place & Time: The Mediation will take place at _____ commencing at _____ on _____

Parties: Party A –
Party B –
Collectively referred to as “the Parties”

Dispute: This is a dispute relating to _____ for which proceedings are under way at _____ Court at reference _____ / for which proceedings have not yet been issued

Participation: The Parties and their representatives have agreed to attempt to settle the Dispute by mediation (“the Mediation”) on the terms set out in the schedule

The Mediator: The Mediators will be Ms E Stevenson and _____

The Representatives: The Representatives of each of the Parties at the Mediation will be:

For Party A:

For Party B:

Confidentiality: Each Party or Representative in signing this agreement is deemed to be agreeing to the confidentiality provisions contained in the schedule and confirms that their representatives and others attending with them agree to this provision

Jurisdiction: This Agreement is governed by the laws of England

IT IS AGREED by those signing the AGREEMENT THAT:

1 The Mediation

- 1.1 The Parties appoint the Mediator to assist them in resolving the dispute during the Mediation in line with this Agreement.
- 1.2 The Parties agree to attempt in good faith to settle their dispute at the Mediation.
- 1.3 The Mediator agrees to conduct the Mediation in accordance with this Agreement and consistent with the European Code of Conduct for Mediators.

2 Authority and status

- 2.1 The person signing this Agreement on behalf of each Party has authority to bind that Party and all other persons present on that Party's behalf at the Mediation, to observe the terms of this Agreement, and also having authority to bind that Party to the terms of any settlement.
- 2.2 The Mediator shall not be liable to the Parties for any act or omission in relation to the Mediation unless the act or omission is proved to have been fraudulent or involved wilful misconduct.

3 Confidentiality and without prejudice status

- 3.1 Every person involved in the Mediation:
 - Will keep confidential all information arising out of or in connection with the Mediation, including the terms of any settlement, unless agreed otherwise by the Parties in writing but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law, or to implement or enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants; and
 - Acknowledges that all such information passing between the Parties and the Mediator, however communicated, is agreed to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.
- 3.2 Where a Party privately discloses to the Mediator any information in confidence before, during or after the Mediation, the Mediator will not disclose that information to any other Party or person without the consent of the Party disclosing it unless:
 - The Mediator or any Party or their representative is required by law to make disclosure;
 - The Mediator reasonably considers that there is serious risk of significant harm to the life or safety of any person if the information in question is not disclosed; or
 - The Mediator reasonably considers that there is a serious risk of being personally subject to criminal proceedings unless the information in question is disclosed
- 3.3 The Mediator will hold securely papers and information from the mediation for a period of 6 months, at which point it will be destroyed, excluding the signed copy of the Mediation Agreement which the Mediator will retain.

4 Mediator not to be called as a witness or sued

- 4.1 The Parties understand the Mediator does not give legal advice and agree that they will not make any claim against the Mediator in connection with this Mediation. The Parties will not make an application to call the Mediator as a witness, nor require them to produce in evidence any records or notes relating to the Mediation, in any litigation, arbitration or other formal process arising out of or in connection with their dispute and the Mediation; nor will the Mediator agree to act as a witness, expert, arbitrator or consultant in any such process.
- 4.2 If any Party does make such an application (as listed above), that Party will fully indemnify the Mediator in respect of any costs they may incur in resisting and/or responding to such an application, including reimbursement at an hourly rate of £250 per hour for the Mediator's time spent in resisting and/or responding to such an application, as well as any legal fees incurred by the Mediator.

5 Settlement formalities

- 5.1 No terms of settlement reached at the Mediation will be legally binding until set out in writing and signed by or on behalf of each of the Parties.

6 Ending the Mediation

- 6.1 The Mediation shall come to an end when a settlement is reached, or when the Parties agree to end the Mediation, or if the duration is reached and no overtime has been agreed.
- 6.2 The Mediator is also able to terminate the Mediation if deemed appropriate. This will not be challenged by the Parties and no reason shall be sought or provided.

7 Fees and costs of the Mediation

- 7.1 The Parties will be responsible for the fees and expenses of the Mediation (“the Mediation Fees”) in accordance with the Mediator’s Terms and Conditions of Business and in line with the invoice sent to each Party.
- 7.2 Full payment of the basic fee is required prior to the Mediation.
- 7.3 Unless otherwise agreed by the Parties in writing, each Party agrees to share the Mediation Fees equally and also bears its own legal and other costs and expenses of preparing for and attending the Mediation (“each Party’s legal costs”). However each Party further agrees that any court or tribunal may treat both the Mediation Fees and each Party’s legal costs as costs in the case in relation to any litigation or arbitration where that court or tribunal has power to assess or make orders as to costs, whether or not the Mediation results in settlement of their dispute.

8 Legal status and effect of the Mediation

- 8.1 This Agreement is governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement and the Mediation.
- 8.2 The referral of the dispute to the Mediation does not affect any rights that exist under Article 6 of the European Convention of Human Rights, and if their dispute does not settle through the Mediation, the Parties’ right to a fair trial remains unaffected.

SIGNED

Each Party in signing this Agreement agrees to the confidentiality provisions and confirms that their representatives and others attending the Mediation with them agree to this provision.

Party A

(sign and print name)

(date)

Party B

(sign and print name)

(date)

Mediator

(sign and print name)

(date)