

CVM Mediation

Resolving disputes, preserving relationships

Agreement to Mediate

We, the Participants/the Persons named overleaf, and the Mediators, agree to mediate in good faith under the terms below on xx/xx/xxxx at [Insert Location] from [Insert Time]

1. Mediators

The Participants agree that XXX and YYY will be, respectively, the Mediator and Assistant Mediator (together “the Mediators”).

2. Role

The Mediators are neutrals who work to assist effective without prejudice communication. The Mediators do not give legal advice, or make any judgements, or recommendations. The Mediators will propose effective protocols for the mediation.

3. Process

The Mediators may meet with the Participants separately (“private sessions”) and jointly (“joint sessions”) to develop their awareness of each Person’s ideas, and to facilitate mutual understanding and communication between the Participants. Private information given to the Mediators during such talks will be confidential unless the Person involved allows the Mediators to share the information with another.

4. Confidentiality

Any information produced or received, whether in a document prepared for the mediation or written or spoken during the mediation, is strictly confidential. It can only be used for the purpose of the mediation and cannot be repeated or referred to in any formal investigation, disciplinary matter, or court action or other proceedings unless they raise real safeguarding or child protection concerns, or serious criminal matters. No recording or transcript of the mediation will be made by any Person or the Mediators.

5. Privacy

The Participants agree that they will not call the Mediators to give evidence in any formal investigation, disciplinary matter or court action - or any other proceedings.

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6. Notes

Mediators do not normally take or keep notes during the process. Any documents they have will be destroyed at the end of the mediation process except for the signed copy of this Agreement to Mediate which will be kept for six years.

7. Outcome

Any resolution, outcome or future action agreed in Mediation may be verbal initially but will normally need to be recorded in a written document produced and signed by the Participants, setting out in their agreed words the outcome acceptable to both Persons.

8. Representation

Participants may be represented or supported at the Mediation. Every representative or supporter must sign and agree to be bound by this Agreement to Mediate.

9. Ending the mediation

Mediation is a voluntary process and may be ended any time. Any participant wishing to leave will, however, agree to spend ten minutes in a private session with Mediators before leaving to discuss their reasons. The Participants also agree that the Mediators may in their absolute discretion decide to end the mediation at any time: if the Mediators decide to do so they shall not give a reason nor shall they be asked for a reason.

10. Mediation Fees

The Participants agree that they will both pay the Mediation Fee due from them (namely: £xxx from each Person) not less than 48 hours in advance of the Mediation. The Participants understand that the Mediation Fee is non-refundable after payment if the Participants or a Person cancels the mediation. Overtime is payable at the rate of £300 per hour or part/hour.

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Signed by the Participants

Signed.....

Print.....

Date.....

Signed.....

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Signed by the Mediators

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