**MEDIATION AGREEMENT TO BE SIGNED BY ALL PARTIES INVOLVED**

**This agreement is made between:**

**(The Mediator/s) ……………………………………………………………………………………………………………….**

**And the parties listed below:**

**(Party A)** ...................................................... **(represented by)** ..................................................

**(Party B)** .......................................................**(represented by)** ...................................................

**(Party C)** …………………………………………............**(represented by)** ……………………………………………...

**Date ………………………………………………………………………………………………………………………………….**

**Venue ……………………………………………………………………………………………………………………………....**

**…………………………………………………………………………………………………………………………………………..**

**The parties to this Agreement agree to the following:**

**1. The mediator’s role**

The parties acknowledge that the mediator will not impose a settlement on them and that he/she is independent. The parties acknowledge that the mediator does not give legal advice and agree that a claim will not be made against the mediator unless the mediator has acted dishonestly or in bad faith.

The mediator’s duties include:

a. Liaising with either or all of the parties over the telephone to discuss the mediation if asked to do so or if it is deemed suitable to do so, in addition to making sure that he/she has an understanding of the dispute before the mediation by reading over all the documentation sent to him/her.

b. Deciding and then managing how the mediation will proceed.

c. Acting as an impartial referee in assisting the parties to try and settle the dispute.

**2. Preparing for the mediation**

d) In preparation for the mediation, each party will be required to produce and deliver to the mediator:

e. Their ‘Position Statement’ (a brief summary setting out their position in relation to the dispute) and copies of any documentation referred to in the Position Statement and which it will be seeking to refer to during the mediation.

f. The Position Statement is private and confidential and will not be disclosed by the mediator to any third party unless expressly authorised to do so.

g. The Position Statement and documents are to be sent to the mediator not less than 7 days before the mediation.

**4. Legal representation**

i) A party does not require legal representation to attend the mediation. Where a party is not legally represented, that party is advised to obtain legal advice before, during and after the mediation.

**5. The mediation procedure**

j) The mediator shall determine the procedure regarding how the mediation is to be carried out.

k) Any settlement that may be reached in the mediation will not be legally binding until it has been recorded in writing and signed by the parties (or by the representatives of the parties) on behalf of the parties.

**6. Confidentiality**

l) The mediator and the parties agree that confidentiality will be maintained with regard to all communication and matters that arise in the mediation. This includes the terms of any settlement reached by the parties.

m) Confidentiality does not apply however, if any party needs to disclose anything in order to comply with a statutory obligation.

n) All information arising out of the mediation shall be without prejudice, shall be privileged and not admissible as evidence in any litigation proceedings.

o) The mediator is not able to be called by the parties as a witness or expert in any litigation proceedings.

**7. Private sessions**

p) During any private talks with each individual party during the mediation, any information given to the mediator during these will be confidential unless the party who provided that information gives the mediator permission to disclose what was said to the other party.

**8. Authority**

q) Each party must either have the authority themselves to bind that party to any agreement that may be reached, or, if they do not have authority, ensure that a person with such authority is in attendance with them on the day and willing to sign any settlement that may be reached.

**9. Costs**

r) All fees are required to be paid in full prior to any mediation commencement.

**10. Cancellation policy**

s) Where the mediation is cancelled more than 7 days before it is due to take place, the parties will not be charged a cancellation fee other than to cover any irrecoverable expenses consisting of:

- Any venue cancellation fee

- Any preparation time that may have already been incurred by the mediator

t) Where the mediation is cancelled less than 7 days before it is due to take place, 50% of the fee is required to be paid. If the mediation is postponed and arranged for a later date, 40% of the fee is required plus the full mediation fee.

**11. Terminating the mediation**

u) Either party or the mediator shall be entitled to terminate the mediation in their absolute discretion at any time without any reason.

**12. Exclusion of liability**

v) The mediator shall not be liable to the parties for any act or omission relating to the services they provide unless the act or omission is shown to be in bad faith or fraudulent.

**13. Jurisdiction**

w) This Agreement shall be governed by the law of England and Wales.

**14. Binding effect of this Agreement**

x) This Agreement shall only become binding when each party (or their representative) and the mediator signs a copy of it.

y) The participants agree to an observer attending the mediation (a trainee mediator).

**15. We agree to abide by the terms and conditions above:**

**Signature of first Participant ………………………………………………………………………………………………**

**Signature of the first Participant’s Solicitor ………………………………………………………………………..**

**Signature of the second Participant …………………………………………………………………………………..**

**Signature of the second Participant’s Solicitor …………………………………………………………………..**

**Signature of Mediator/s …………………………………………………………………………………………………….**

**Signature of Observer ………………………………………………………………………………………………………..**