



THE Parties in the case known as:

&

Mediation Procedures

The mediation shall be held and conducted according to this agreement to Mediate.

Mediator

Having instructed Mediatelegal to provide a mediator from its expert panel, the parties agree that _____ will be the Mediator. The parties recognise that the Mediator is an independent contractor, has no financial or other interest in the outcome of the mediation and has no power or authority to render a binding decision or award. The parties agree that the Mediator shall establish the order and procedures for the mediation session, and will supply to the Mediator such information that the Mediator may reasonably require in order to better understand the nature of the dispute.

Mediation Fees

The mediation fee will be £_____ per party (plus VAT) for up to _____. An additional fee per party will be charged thereafter for each additional hour or part thereof @ £200 per hour per party (plus VAT). Mediator travel time and preparation time is included. Incidental expenses will be charged where incurred. The parties agree that the total cost of the mediation will be borne equally by the parties unless, as a result of a mediation settlement or prior written agreement, it is agreed otherwise. Settlement or cancellation less than 7 days before the mediation will be chargeable at the full rate.

Consulting with Legal Advisers

Any party not represented by a legal adviser or in appropriate cases another professional adviser is advised to consult one before, during and after the mediation session and before finalising an agreement reached pursuant to the mediation. The parties recognise that the Mediator is not giving legal advice or acting as an advocate for any of the parties or analysing or protecting any party's legal rights.

Private Sessions

The Mediator may hold private sessions with one party at a time. These private sessions are designed to improve the Mediator's understanding of the party's position. Information gained by the Mediator through such a session is confidential unless (a) it is in any event publicly available or (b) the Mediator is specifically authorised by that party to disclose it.

Confidentiality

The parties recognise that the mediation session is for the purpose of attempting to achieve a negotiated settlement and as such, all information provided during the mediation session is without prejudice and will be inadmissible in any litigation or arbitration of the dispute. Evidence which is otherwise admissible shall not be rendered inadmissible as a result of its use in the mediation session. The parties shall not subpoena or otherwise require the Mediator to testify or produce records, notes or any other information or material whatsoever in any future or continuing proceedings. All documents, statements, information and other material produced or given for or during the mediation whether in writing or orally, shall be held in confidence by the parties and shall be used solely for the purpose of the mediation. At the termination of the mediation all such material shall be returned to the originating party or forthwith destroyed at their option.

Termination of the Mediation Session

Either of the parties or the Mediator shall be entitled in their absolute discretion to terminate a mediation session at any time without providing reason for the same.

General Conditions

1. No statements or comments whether written or oral, made or used by the parties or their representatives or the Mediator within the mediation shall be relied upon to find or maintain any action for defamation, libel, slander or any related complaint and this document may be used in evidence for any such action.
2. The parties jointly and severally release and discharge the Mediator in respect of all liability of any kind whatsoever which may be alleged to arise in connection with or relate in any way to this mediation.
3. The parties confirm that they or their representatives who will appear on their behalf at the mediation sessions will have the authority to commit and bind to any agreement arrived at through the mediation sessions.
4. The parties will participate in good faith with the aim of achieving settlement.
5. Neither Mediatelegal, its employees, agents, consultants, or mediators shall be liable to any of the Parties to the mediation (and/or their representatives and/or other parties inn attendance at the mediation) for any act or omission in connection with the mediation or any services connected thereto, unless the act or omission is proven to be fraudulent or dishonest.
6. This mediation agreement shall be governed by, construed, and take effect in accordance with the law of England and Wales.

The parties hereby agree to attendance at the mediation of their dispute on the above terms and conditions:

Signed

Name(s)

Dated

The parties hereby agree to attendance at the mediation of their dispute on the above terms and conditions:

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Dated

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Name(s)

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