

MEDIATION AGREEMENT

BETWEEN

THIS AGREEMENT is made between:

- (1) [Name] of [address]
and
- (2) [Name] of [address]
and
- (3) [Company name] of [company address]
and
- (4) [Company name] of [company address]
- (5) [Individual name] of [address] for himself and on behalf of [company name] of [company address]
and
- (6) [Individual name] of [address] for himself and on behalf of [company name] of [company address]

Both / all of whom are together referred to in this Agreement as “the Parties”

and

Ralph Wynne-Griffiths (“the Mediator”)

BACKGROUND

- (a) The Parties are in dispute as to [] (“the Dispute”)
- (b) Proceedings have / have not been issued in the [] Court / Tribunal under action number []
- (c) The Parties wish to mediate the Dispute.

AGREEMENT

The Mediator

1. The Mediator will mediate the Dispute on a date to be agreed between the Mediator and the Parties (“the Mediation”) / on [date] (“the Mediation”).
2. The Mediator will mediate the Dispute in accordance with this Agreement.
3. The Mediator will:
 - 3.1 Determine the procedure at and for the Mediation to include the submission of any documents to the Mediator or between the Parties prior to the Mediation;

- 3.2 Be independent and will act impartially;
 - 3.3 Chair the Mediation and facilitate joint meetings or separate meetings with each of the parties as may be appropriate;
 - 3.4 Facilitate the drawing up of any settlement agreement at the Mediation.
4. The Parties accept that the Mediator is not acting as agent for the Parties in connection with the Dispute and that the Mediator will not offer legal advice to the Parties and that no comments made by the Mediator during the Mediation should be construed as legal advice.

The Parties

5. The Parties will send to the Mediation negotiators who have sufficient authority to settle or compromise the Dispute. If there are any restrictions on the authority of the persons attending the Mediation on behalf of any of the Parties they will disclose the same to the Mediator as soon as practicable and in any event before the Mediation.
6. The Parties will comply with any directions made by the Mediator under paragraph 3 of this Agreement as to the conduct of the Mediation or as to the submission of any documents to the Mediator or to any other Party prior to the Mediation.
7. The Parties shall furnish to the Mediator such original or copy documents as the Mediator may require in order to establish the identity and address of each of the Parties and the Mediator shall be under no obligation to proceed with the Mediation until the Parties have done so.

The Mediation

8. The Mediation will take place at the time and venue agreed between the Parties and the Mediator and will continue for up to one day unless terminated by any of the Parties or the Mediator.
9. No recording or transcript of the Mediation will be made.
10. The Parties will attend the Mediation to attempt to negotiate a settlement of the Dispute but no offer, proposals or comment made at the Mediation will constitute a binding offer or agreement until the same are committed to writing and signed by all the Parties.
11. If the Parties are unable to reach a settlement at the Mediation the Mediator may, if all the Parties so request, produce a non binding recommendation on possible terms of settlement but the Mediator shall, even if all Parties so request, be under no obligation so to do. Any such recommendation shall not represent legal advice to the Parties nor will it represent an opinion as to what a court or tribunal might order but it will set out what the Mediator considers are appropriate terms of settlement in all the circumstances.
12. Any of the Parties may withdraw from the Mediation at any time whereupon the Mediation will terminate.
13. The Mediator may in his or her absolute discretion adjourn the Mediation for a period up to 35 days or terminate the Mediation at any time after the date of this Agreement. The Mediator shall not be obliged to give reasons for any such adjournment or termination. The Parties specifically acknowledge that the Mediator's professional judgment as to what may best facilitate a settlement of the Dispute as well as statutory obligations imposed on the Mediator including (but not limited to) those under the Proceeds of Crime Act 2002 may make it appropriate for the Mediator to so adjourn or terminate the Mediation without giving reasons.

Proceedings

14. The Parties may commence or continue litigation notwithstanding the Mediation.

Confidentiality

15. The Mediation shall be without prejudice and legally privileged and the Mediator and the Parties will keep strictly confidential and not disclose outside the Mediation to any other person or use for their own purposes:

- 15.1 The fact that the Mediation is to take place or has taken place;

- 15.2 Any information or documents (whether supplied orally, in writing or otherwise) which are acquired by the Mediator or the Parties in the course of the Mediation (or as part of any disclosure or submission made under this Agreement prior to the Mediation);

- 15.3 The outcome of the Mediation including the terms of any settlement or the fact that the Mediation did or did not settle the Dispute.

and the Mediator shall further keep strictly confidential and not disclose to any other Party (unless authorized so to do) any information supplied to him or her by any of the Parties in any private session at the Mediation (being a session at which not all of the Parties are present) provided however that nothing in this Agreement shall prevent disclosure:

- 15.4 By the Parties to any court or tribunal of competent jurisdiction (or Arbitrator) which is or becomes seized of the Dispute of the fact that the Mediation is to take place or has taken place;

- 15.5 By the Parties to any court or tribunal of competent jurisdiction (or Arbitrator) which is or becomes seized of the Dispute of any information or documents acquired by them in the course of the Mediation (or as part of any disclosure or submission made under this Agreement prior to the Mediation) which would in any event have been disclosable in such proceedings;

- 15.6 By the Parties in proceedings to enforce the terms of any settlement reached in the Mediation before any court or tribunal of competent jurisdiction to such court or tribunal of the terms of the settlement reached;

- 15.7 By any of the Parties or by the Mediator to the appropriate authority or person in so far as they may be required by law to make such disclosure;

- 15.8 By any of the Parties or by the Mediator to the appropriate authority or person in so far as they reasonably consider that they may be exposed to the risk of any criminal penalty if they do not make such disclosure;

- 15.9 By any of the Parties or by the Mediator to the appropriate authority or person in so far as they reasonably consider that there is a serious risk of harm to the life or safety of any person if the information in question is not disclosed.

- 15.10 By any of the Parties to any professional or medical advisor who is themselves subject to an obligation of confidentiality to that Party.

16. The Parties will not call the Mediator as witness, consultant, arbitrator or expert in any proceedings or litigation or other proceedings arising in connection with the Dispute or out of or in connection with the Mediation.

Fees and Expenses

- 17. The Parties will be jointly and severally liable for the Mediator’s fees and travelling expenses and for any expenses of and incurred at the Mediation venue. As between themselves the Parties shall in the absence of agreement to the contrary, and subject to clause 22 below, share all such fees and expenses equally.
- 18. The Mediator’s fees shall be [] plus VAT and expenses shall be [], payable in the first instance as to [] plus VAT and [] in respect of expenses by each party.
- 19. The Mediator’s fees and expenses shall be payable forthwith and in any event before the commencement of the Mediation.
- 20. Each Party shall in the absence of agreement to the contrary bear their own costs and expenses of attending the Mediation.
- 21. As between the Parties, nothing in this Agreement shall, in the event that the Dispute is not settled at the Mediation, prevent any Court or Tribunal that is or becomes seized of the Dispute making any order in respect of the Mediator’s fees and expenses or the Parties’ costs and expenses of attending the Mediation.

Exclusion of Liability

- 22. The Parties acknowledge that in attempting to facilitate a settlement of the Dispute, the Mediator will use his or her personal experience, skill, judgment and intuition. The Parties further acknowledge that by reason of the Mediator’s obligation under clause 15 of this Agreement to keep confidential and not disclose to the other Party the information supplied by each of the Parties in private session during the Mediation that none of the Parties will know the full circumstances in which the Mediator so exercises his or her skill, judgment and intuition and that the Mediator will be prevented by clause 15 from disclosing the same. Accordingly, the Mediator shall not be liable to the Parties for any act or omission in the services provided by the Mediator under this Agreement unless such act or omission was in bad faith.

Law and Jurisdiction

- 23. This agreement shall be construed in accordance with the law of England and Wales and the parties hereby submit to the non exclusive jurisdiction of the courts of England and Wales.

SIGNED by [individual name].....

SIGNED by [individual name].....

**SIGNED by [individual name].....
for himself and on behalf of [company name]**

**SIGNED by [individual name].....
for himself and on behalf of [company name]**

SIGNED by [Mediator].....