

MEDIATION AGREEMENT

DATE:

PARTIES:

(1)

(2)

(3)

(Together called “the parties”)

(4)

**Of 13 Old Square, Lincoln’s Inn, London WC2A 3UA.
(the Mediator)**

PARTICULARS:

Date of mediation:

Anticipated duration:

Commencement time:

Place of mediation:

No. of rooms to be provided at 13 Old Square:

Room charges: £ plus VAT; additional rate £ plus VAT per hour.
(applicable only when rooms provided at 13, old Square)

mediation fees:

mediation (including preparation): £ plus VAT

Additional fee £ plus VAT per hour.

mediation papers to be lodged by 4 pm on:
(see clause 10)

Representation:

(first party)

(second party)

(third party)

IT IS AGREED THAT

1. The parties will attempt to settle the issues forming the subject matter of a dispute between the parties (“the dispute”) by mediation pursuant to this agreement (“the mediation”).
2. The Mediator will seek to assist the parties in compromising and settling the dispute by a process of conciliation and discussion during the course of the mediation.
3. The parties and their respective representatives shall attend the mediation at the place above mentioned.
4. The parties hereby agree that their respective representatives have full authority to settle the dispute.
5. Any settlement reached in the mediation will not be legally binding unless and until it has been reduced to writing and has been signed by or on behalf of the Parties. Should the mediation not result in the settlement of the dispute, the parties will remain free to pursue such rights and remedies in respect of the dispute as they would have enjoyed in the absence of the mediation.
6. The mediation and all documents prepared solely for the purpose of the mediation shall be without prejudice.
7. The Mediator shall have the overall conduct of the mediation and shall be entitled to make such direction about the procedure to be followed at the mediation as he thinks appropriate.

8. The parties accept that in relation to the dispute the Mediator is not acting as agent of, or otherwise acting in any capacity on behalf of, any of the Parties.
9. The Mediator:
 - (1) will not during the currency of this agreement, or at any time thereafter, act for any of the parties in any capacity in relation to any aspect of the dispute;
 - (2) will maintain and respect the confidentiality of all information provided to him by the parties.
10. If so requested by the parties, the Mediator will assist the parties in drawing up any written agreement embodying agreed terms but the responsibility for those terms and the correct embodiment thereof is the sole responsibility of the parties.
11. Each party is liable jointly and severally for the payment of the Mediator's fees and room charges. In the absence of an agreement to the contrary, the Mediator's fees and charges will be borne by the parties equally.
12. The Mediator's fee for preparation and the mediation, and the room charges are payable in full regardless of the actual duration of the mediation and whether or not the mediation actually takes place (unless the only reason for the mediation not taking place is the indisposition of the Mediator). The additional fees for the mediator and room charges are payable for each hour or part of an hour that the mediation exceeds the anticipated duration.
13. Unless otherwise agreed in writing with the mediator, the Mediator's fee and the room charges must be paid before the commencement of the mediation and any

additional fee or charges must be paid within 7 days of the submission of an invoice.

14. Unless otherwise agreed between the parties, or ordered by a court or arbitrator in any litigation or arbitration arising concerning the matter being mediated, each party shall bear its own costs and expenses arising out of the mediation.

15. The mediation papers must be lodged at 13, Old Square, Lincoln's Inn London WC2A 3 UA and will comprise:

- (1) if and to the extent that the parties are able to agree the same a concise summary of the relevant facts and the issues in dispute and a bundle of documents likely to be relevant to the mediation; and or
- (2) if and to the extent that the summary or bundle has not been agreed, that party's summary and bundle of documents.

16. If a party wishes the mediator to read or be aware of any document which they do not wish to be disclosed to the other side, the same may be submitted to the Mediator either before or at the mediation but the same must be clearly marked with the identity of the party submitting it and the fact that it is confidential to that party. It is agreed that the Mediator may treat any document not so marked as not being confidential.

17. Unless prior arrangements have been made for rooms to be provided at 13, Old Square, and the room charges have been paid in accordance with this agreement, the responsibility for the provision of, and payment for rooms and refreshments for the duration of the mediation lies with the parties and the Mediator will not be under any responsibility therefore.

18. No formal record or transcript of the mediation shall be made.
19. All documents (which term shall include tapes, discs or computer records in any form) or other information produced for, or arising in relation to, the mediation will be privileged and will not be admissible as evidence and will not be disclosable in any litigation or arbitration connected with the dispute unless such documents or information would in any event be admissible or disclosable in such proceedings.
20. Every person involved in the mediation will keep confidential and will not use for any collateral or ulterior purpose information obtained in the course of the mediation.
21. None of the parties will call the Mediator, or seek to procure the attendance of the Mediator, as a witness in any litigation or arbitration in relation to the dispute. Nor shall any of the parties call or appoint the Mediator as a consultant, arbitrator or expert in any such litigation. The Mediator agrees that he will not voluntarily give any such evidence or act in any such capacity without the written agreement of all the parties.
22. The mediation shall terminate if and when a written settlement agreement is concluded, the anticipated duration of the mediation expires without the parties expressly or by implication agreeing to it continuing, any party withdraws from the mediation (unless it is agreed expressly or by implication that the mediation should continue between the other parties) or if the Mediator decides that it is undesirable or inappropriate for any other reason to continue with the mediation. Without prejudice to the generality of the foregoing the Mediator may terminate a mediation if he considers that he is being asked by a party to convey statements to,

or withhold information from, another party such that the other party could or might be entitled to have any subsequent agreement set aside or is otherwise considered by the Mediator to be acting in a manner compromising or likely to compromise the fair and proper conduct of the mediation.

23. The Mediator shall not be liable to the parties for any act or omission in connection with the services provided by him or in relation to the mediation unless the act or omission is fraudulent or involves wilful misconduct

24. This agreement shall be governed by English law and the courts of England shall have exclusive jurisdiction to settle any claim, dispute or difference which may arise out of or in connection with the mediation.

25. Each representative when signing this agreement is signing on behalf of the party whom he or she represents and on behalf of all individuals representing, advising, or attending the mediation on behalf of, that party

Signed

For and on behalf of

Date:

Signed

For and on behalf of

Date:

Signed

For and on behalf of

Date:

Signed

Mediator

Date: