

MEDIATION AGREEMENT

Parties and Date

This Agreement is made on [] between:

(1) [Name] of [address] (represented by.....)

and

(2) [Name] of [address] (represented by

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

and

(3) Stephen Wood of 28 Banbury Lane, Kings Sutton, Northamptonshire, OX17 3RX
 (“the Mediator”)

Background

(a) The Parties are in dispute as to [] (“the Dispute”).

(b) Proceedings have / have not been issued.

(c) The Parties wish to mediate the Dispute on [date] (“the Mediation”)

The Mediator

1. The Mediator will:

1.1 attend any meetings or discuss the Mediation on the telephone with any or all of the Parties or their representatives preceding the Mediation if requested to do so or if the Mediator decides that this is appropriate;

1.2 read before the Mediation all the documents sent to him;

1.3 chair, and determine the procedure for, the Mediation; and

1.4 assist the Parties to try to settle the dispute which has arisen between them.

2. The Parties understand that the Mediator is independent. The Parties understand that the Mediator does not give legal advice and agree that they will not make any claim of any nature against the Mediator in connection with this Mediation unless the Mediator has acted dishonestly or in bad faith.

Before the mediation

3. Each of the Parties will prepare and send to the Mediator and all other Parties at least 3 days before the Mediation:
 - 3.1 a brief summary setting out its position in relation to the dispute and;
 - 3.2 any documents to which that Party wishes to refer at the Mediation.
4. Each Party can give to the Mediator further information or documents which are not to be disclosed to the other Parties and such documents shall clearly be marked that they are confidential to the Mediator.

Conduct of the Mediation

5. The Mediator shall decide how the Mediation is to be conducted.
6. The Mediation will take place on [date] at [venue] commencing at [time].
7. No transcript or recording shall be made of the Mediation or any part of it. This shall not prevent the parties or the Mediator from taking and retaining a note. At the termination of the Mediation, all material provided to the Mediator will be returned to the originating Party or will be destroyed by the Mediator. Any notes made by the Mediator are confidential to the Mediator and may be destroyed by the Mediator at the conclusion of the Mediation.
8. Any settlement reached in the Mediation shall not be legally binding unless it is in writing and has been signed by or on behalf of the Parties.

Authority

9. Subject to clause 10 below, each Party confirms that they, or an authorised person attending with them or on their behalf, will have authority to bind that Party to any agreement reached as a result of the Mediation.

10. If the authorised person for a Party will or may need authority from any person or body not present at the Mediation to enter into any settlement agreement, that Party shall so inform the other Parties and the Mediator prior to the date of the Mediation.
11. Each Party will inform the other Parties and the Mediator prior to the Mediation of the names of the persons attending on behalf of that Party.

Confidentiality

12. During and before the Mediation, the Mediator may speak to the Parties separately in order to improve the Mediator's understanding of each Party's views. Information given to the Mediator during such private talks will be confidential unless the Party who provided that information allows the Mediator to give the information to the other Party.
13. Any information, whether or not in writing, arising out of the Mediation shall be confidential and shall not be used for any collateral or ulterior purpose. This includes the terms of any settlement, but does not include the fact that the Mediation is to take place or has taken place.
14. Each Party warrants that the persons attending on its behalf at the Mediation will be bound by and will observe the agreement set out in clause 13 above. Each such person shall also sign the Mediation Agreement and agrees to be bound by clause 13 above.
15. All information, whether or not in writing, arising out of or in connection with the Mediation shall be without prejudice and privileged and not admissible as evidence or disclosable in any current or future litigation or other proceedings whatsoever. This does not apply to any information which would apart from this clause be admissible or disclosable in such proceedings.
16. Paragraphs 12 to 15 shall not apply to the Mediator or to the Parties if and to the extent that:
 - 16.1 All Parties consent to disclosure;
 - 16.2 Any of the Parties are seeking to enforce the terms of any settlement reached in the Mediation before any Court or Tribunal of competent jurisdiction;

- 16.3 The Mediator or any of the Parties or their representatives are required by law to make such disclosure to the appropriate authority or person;
 - 16.4 The Mediator or any of the Parties or their representatives reasonably consider that they may be exposed to the risk of any criminal penalty if they do not make such disclosure to the appropriate authority or person;
 - 16.5 The Mediator or any of the Parties or their representatives reasonably consider that there is serious risk of significant harm to the life or safety of any person if the information in question is not disclosed;
 - 16.6 The Mediator or any of the Parties disclose the details to a professional advisor who is themselves subject to an obligation of confidentiality to the Mediator or the Party; or
 - 16.7 The Mediator or any of the Parties or their representatives are required to make any disclosure by law. In particular the Mediator has an absolute obligation under the Proceeds of Crime Act 2002 (as amended) and/or the Terrorism Act 2000 (as amended) to report to the National Crime Agency any knowledge or suspicion relating to the involvement of the proceeds of crime (including tax evasion) and is precluded by law from informing the Parties of his intention to do so.
17. Where the Mediation has taken place as a result of a Court Order, the Parties agree that the Court can be notified of the fact that the case has resolved through Mediation. The notification will come from the Parties and will take the form of a letter agreed between the Parties at the conclusion of the Mediation. The notification will not disclose the terms of any settlement unless otherwise agreed by the Parties.
 18. None of the Parties shall call the Mediator as a witness, consultant, arbitrator or expert in any litigation or other proceedings whatsoever arising from or in connection with the matters in issue at the Mediation. The Mediator shall not so act voluntarily without the written consent of all the Parties.
 19. In the event that a subpoena, witness summons or other request is made to require the Mediator to testify or produce records, notes or any other information or material whatsoever in any future or continuing proceedings the party making that request,

than 5 clear days before the Mediation date, the Mediation fee and any expenses already incurred which the Mediator is not able to get refunded (but not any expenses which have not already been incurred) will remain payable / will not be refunded.

- 26. Each Party shall, in the absence of agreement to the contrary, bear their own costs and expenses of attending the Mediation.
- 27. 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.

Ending the mediation

- 28. The Mediator or any of the Parties may end the Mediation at any time without giving a reason.

Complaints

- 29. Complaints should be raised at first instance with the Mediator, who will attempt to resolve the matter. If the Mediator is unable to resolve the matter, he will refer the matter to the Members' Complaints Resolution Service provided by the Civil Mediation Council.

We agree to the above terms and conditions

Party 1

Signed (by or on behalf of)

Name

Dated.....

Party 2

Signed (by or on behalf of)

Name

Dated.....

Mediator

Signed (Stephen Wood)

Dated.....

Other Attendees

Who sign only for the purposes of confirming their agreement to be bound by the provisions of clause 13.

Name: Signed:

Name: Signed:

Name: Signed:

Name: Signed:

Name: Signed: