

# Stephen Wood Mediation

Civil & Commercial Mediator

Workplace Mediator

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## **Agreement to Mediate (Workplace Mediation)**

Date/s of Workplace Mediation:

Private Meetings: [Employee A] at [Time and Date] and at [Time and Date].  
[Employee B] at [Time and Date] and at [Time and Date].

Joint Meeting/s: At [Time and Date].

Location of Workplace Mediation: [Address]

The following parties:

A. [Employee A]

B. [Employee B]

(collectively the “Parties”) hereby agree to appoint Stephen Wood (“the Mediator”) to administer the mediation.

The purpose of the mediation is to discuss and attempt to reach agreement concerning working relationships.

on the following terms and conditions:

1. The Mediator's role is to assist the Parties to reach an agreement in settlement. The Mediator will not adjudicate between the Parties and will remain neutral throughout.

2. The Mediator will not give any legal advice to the Parties. The Mediator will not be a party to any settlement agreement reached between the Parties and will not be liable to the Parties for the drawing up, content or effect of any such agreement.

3. The Mediator will not act for any party in relation to this matter.

4. Mediation is a voluntary process and the Mediator cannot compel the Parties to settle or to continue the mediation. The Parties or the Mediator can end the mediation at any time without giving a reason.

5. The Parties may wish to (but are not obliged to) send to the Mediator before the first mediation meeting or in accordance with such timetable as may be agreed:

- a) a brief summary of matters from their point of view;
- b) the key documents which the party wishes to draw to the Mediator's attention;
- c) the names of all parties and representatives who will attend the mediation; and
- d) where the Parties are represented, written confirmation that the representatives will have authority to settle the matter at the mediation.

6. Unless previously agreed with the Mediator, [Employer] will make whatever accommodation arrangements are required. The Mediation will take place at: [Location].

7. No person shall attend the mediation without the consent of the Parties and the Mediator.

8. To maintain the integrity of the process, it is important that the mediation sessions are confidential. By signing this Agreement to Mediate, the Parties and the Mediator and all other person/s present agree that the mediation communications are confidential. Accordingly, the Parties, the Mediator and all other person/s

present agree not to discuss or otherwise disclose any mediation communication to any other individual unless the Parties agree.

9. Any documents or communications disclosed or produced for or in the course of the mediation are “without prejudice”. Any settlement proposals are without prejudice unless and until they are reduced to a written agreement signed by the Parties or their authorised representatives. It is for the Parties or their authorised representatives to agree whether or not any written agreement should remain confidential to them.

10. 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. The Parties will not to seek the production of any notes made by the Mediator or call upon the Mediator to give any evidence whatsoever in relation to the subject matter of the mediation or what took place upon, at or after the mediation. There shall be no sound recording or transcript of the mediation.

11. [Employer] will pay the Mediator’s fees and expenses as per the Mediation Fee Agreement. Any invoices will be paid within 14 days of the date of the invoice.

12. The Mediator will be entitled to charge interest on overdue payments of sums invoiced at the rate of 8% p.a.

13. If any party wishes to cancel the mediation they may do so by giving reasonable notice to the Mediator and to the other Parties prior to the first meeting.

14. If the Mediator has to cancel the mediation, is late or is unable to attend for any reason, the Mediator will make reasonable attempts to re-schedule the mediation at the convenience of the Parties. In any event, the Mediator’s liability will be limited to his fees for the mediation.

15. This agreement shall be governed by, construed and take effect in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction to settle any claim or dispute which may arise out of or in connection with the mediation.

Signed:

Party A: ..... Date: .....  
([Employee A])

Party B: ..... Date: .....  
([Employee B])

Mediator: ..... Date: .....