

# Mediation Resolution

## MEDIATION AGREEMENT

THIS AGREEMENT dated

IS MADE BETWEEN

Party A

..... of .....

Party B

..... of .....

(together referred to as "the Parties")

The Mediator

..... of .....

(a term which includes any agreed Assistant Mediator)

and

Mediation Resolution of 11 South Street, Ditchling, East Sussex, BN6 8UQ

in relation to a mediation to be held

on .....

at .....

The subject matter of it relates to a dispute that presently subsists between the Parties named above a short summary of which is that .....

[NOTE PLEASE: If court proceedings have been instituted already the venue and title of them is to be specified here as well as the allocated claim/case number.]

("The Mediation")

IT IS AGREED by those signing this Agreement THAT:

The Mediation

1. The Parties agree to attempt in good faith to settle their dispute at the Mediation and to conduct the Mediation in accordance with this Agreement and consistent with the Mediation Resolution's Model Mediation Procedure (copy attached) and the CEDR Code of Conduct for Mediators current at the date of this Agreement.

## **Authority and status**

2. The person signing this Agreement on behalf of each Party warrants having authority to bind that Party and all other persons present on that Party's behalf at the Mediation to observe the terms of this Agreement, and also having authority to bind that Party to the terms of any settlement.
3. Neither the Mediator nor Mediation Resolution shall be liable to the Parties for any act or omission in relation to the Mediation unless the act or omission is proved to have been fraudulent or involved wilful misconduct.

## **Confidentiality and without prejudice status**

4. Every person involved in the Mediation:
  - 4.1 will keep confidential all information arising out of or in connection with the Mediation, including the fact and terms of any settlement, but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants; and
  - 4.2 acknowledges that all such information passing between the Parties, the Mediator and/or Mediation Resolution, however communicated, is agreed to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any Judge, Arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.
5. Where a Party privately discloses to the Mediator any information in confidence before, during or after the Mediation, the Mediator will not disclose that information to any other Party or person without the consent of the Party disclosing it, unless required by law to make disclosure. The parties agree, however, the Mediator may disclose such information to Mediation Resolution provide such disclosure is made by the Mediator and received by Mediation Resolution in strict confidence.
6. The Parties:
  - 6.1 Understand and acknowledge that neither the Mediator nor Mediation Resolution can nor will give legal advice and agree with both jointly and severally that they will not make any claim against the Mediator nor Mediation Resolution in connection with their conduct of the mediation or otherwise;
  - 6.2 Will not call the Mediator or any employee or consultant of Mediation Resolution as a witness, nor require them to produce in evidence any records or notes relating to the Mediation, in any litigation, arbitration or other formal process arising from or in connection with their dispute and the Mediation; nor will the Mediator nor any Mediation Resolution employee or consultant act or agree to act as a witness, expert, arbitrator or consultant in any such process. If any Party does make such an application, that Party will fully indemnify the Mediator or the employee or consultant of Mediation Resolution in respect of any costs any of them incur in resisting and/or responding to such an application, including reimbursement at the Mediator's standard hourly rate (such to be the greater of £260 per hour or the rate applicable in the mediation, whichever shall be the greater) for the Mediator's time spent in resisting and/or responding to such application.

**Settlement formalities**

- 7. No terms of settlement reached at the Mediation will be legally binding until set out in writing and signed by or on behalf of the Parties.

**Fees and costs of the Mediation**

- 8. The Parties will be responsible for the fees and expenses of Mediation Resolution and the Mediator (“**the Mediation Fees**”) in accordance with Mediation Resolution’s Terms and Conditions of Business current at the date of this Agreement (including any provision for additional hours if the mediation process extends beyond the allocated hours).
- 9. Unless otherwise agreed by the Parties and Mediation Resolution in writing, each Party agrees to share the Mediation Fees equally and also to bear its own legal and other costs and expenses of preparing for and attending the Mediation (“**each Party’s Legal Costs**”) prior to the Mediation. However, each Party further agrees that any Court or Tribunal may treat both the Mediation Fees and each Party’s Legal Costs as costs in the case in relation to any litigation or arbitration where the Court or Tribunal has power to assess or make orders as to costs, whether or not the Mediation results in settlement of their dispute.

**Legal status and effect of the Mediation**

- 10. This Agreement is governed by the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement and the Mediation.
- 11. The referral of the dispute to the Mediation does not affect any rights that exist under Article 6 of the European Convention of Human Rights, and if their dispute does not settle through the Mediation, the Parties’ right to a fair trial remains unaffected.

**Changes to this Agreement**

- 12. All agreed changes if any to this Agreement and/or the Model Procedure are set out as follows:

Signed:-

**Party A:** .....

**Party B:** .....

**Mediator:** .....

**MediationResolution:**  
.....

**Dated:** .....

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