

# MEDIATION AGREEMENT

THIS AGREEMENT IS MADE BETWEEN:

**Party A:**

**Party B:**

The Mediator: Roberta Mason

(together referred to as “the Parties”)

and Mediate Online UK

in relation to a mediation to be held on:

Date

Time:

via phone

(“the Mediation”)

IT IS AGREED by those signing this Agreement THAT:

## **The Mediation**

- 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 Mediate Online UK procedures. The Mediator will follow the EU Model Code of Conduct for Mediators, current at the date of this Agreement.

## **Authority and status**

- The person signing this Agreement on behalf of each Party warrants having full unlimited authority to settle their dispute and 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.

- The Mediator shall not 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**

Every person involved in the Mediation:

- 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
- acknowledges that all such information passing between the Parties and the Mediator, 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.

- 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 will not call the Mediator 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 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 in respect of any costs incurred in resisting and/or responding to such an application, including reimbursement at the Mediator’s standard hourly rate for the Mediator’s time spent in resisting and/or responding to such application.

**Settlement formalities**

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

**Fees and costs of the Mediation**

- The Parties will be responsible for the fees and expenses of the Mediator (“the Mediation Fees”) in accordance with Mediate Online UK 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).
- Unless otherwise agreed by the Parties and Mediate Online UK in writing, each Party agrees to pay their own Mediation Fees and also to bear its own legal and other costs and expenses of preparing for and attending the Mediation 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 that 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**

- 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.
- 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.

Signed

**Party A** ..... **Date** .....

**Party B** ..... **Date** .....