

AGREEMENT TO MEDIATE

The Mediator

1. The Mediator is

Parties to the dispute

2. The parties to the dispute (“the Parties”) are set out in the schedule at end of this agreement.

Agreement to mediate

3. The Parties agree to appoint the Mediator to mediate the dispute between them. The Parties understand that the Mediator will seek to facilitate an agreement resolving the dispute and that she has no power or authority to render a binding decision or award. The Parties also understand that the Mediator will not offer legal advice to any of the Parties.
4. The Parties agree to participate in the mediation in good faith with the aim of achieving a settlement.
5. The mediation meeting will be held at a place to be decided between the Parties and the Mediator and on a date agreed between them. The Parties will arrange and pay for the venue for the mediation meeting.

Authority to settle

6. The Parties warrant that they will have someone present at the mediation meeting who will have authority to settle the dispute and to bind that Party to any agreement reached.

Mediation fees

7. The mediation fees are as follows:
 1. Basic fee: £1750 per day (or part) per party for a mediation meeting scheduled to last up to 8 hours (10am to 6pm). The mediation is deemed to run continuously with no deduction made for lunch.
 2. Additional hourly rate: £175 per hour (or part hour) per party. (Any party who will not be able to exceed the scheduled period of eight hours must inform the Mediator before or at the beginning of the mediation.)
 3. The mediation fee includes all preparation and administration time. No further charges are made for travel time or expenses.
 4. Value Added Tax is added to the above prices.

8. The basic fee plus VAT is payable not less than seven days prior to the mediation meeting. The Parties will receive invoices for this sum. If the basic fees are not paid by all the parties by that time the Mediator may at its discretion refuse to hold the mediation meeting and will refund fees already paid by other parties. Any further fees will be invoiced after the mediation and are payable within 14 days of receipt of an invoice.
9. Cancellation fees: This provision takes effect once a date for the mediation has been agreed.
 1. If the mediation is cancelled less than three working days prior to the date scheduled for the mediation the Mediator remains entitled to the basic fees.
 2. If the mediation is cancelled less than seven working days but three working days or more prior to the date scheduled for the mediation the Mediator remains entitled to half the basic fees.
 3. If the mediation is cancelled more than seven working days prior to the date scheduled for the mediation meeting the Mediation Provider shall be entitled to £500 from each party.
 4. Value added tax will be added to the above sums.
10. A Party's solicitors shall be liable to the Mediator for any fees not paid by that Party.
11. Unless otherwise agreed during the mediation or ordered by a court, each Party shall pay its own costs in connection with the mediation.

Confidentiality

12. During the course of the mediation the Mediator will hold private sessions with each of the Parties. These meetings are confidential and are designed to improve the Mediator's understanding of each party's position and to facilitate the settlement of the dispute. The Mediator will not disclose any information obtained during the private sessions unless (a) it is clearly already known to the other Parties or (b) the Mediator is given specific authority to disclose it or (c) he is subsequently required to do so by law.
13. The Parties and their representatives and anyone else with them at the mediation will not disclose to third parties information provided in confidence during or in connection with the mediation or any information relating to the negotiations that take place in the mediation, unless:
 1. The parties agree otherwise in writing;
 2. They are required to do so by law;
 3. It is necessary to do so to implement or to enforce the terms of the settlement;
 4. It is necessary to advise insurers or insurance brokers; or
 5. It is necessary during the mediation for the purposes of the negotiation to discuss these matters with insurers, experts, financial advisers, legal advisers or any other named individuals by agreement between the parties in writing, but in any of those cases only on terms that otherwise preserve confidentiality.
14. All documents and other material produced or given by one party to another party or their representatives for the purposes of the mediation shall be held in confidence by the party receiving it and shall be used solely for the purpose of the mediation. At the end of the

mediation all such material shall be returned to the originating party or forthwith destroyed at the option of the originating party.

15. After the mediation the Mediator will destroy all papers received by her or will return them to the party who sent them to her. All notes taken by the Mediator during the course of the mediation will be destroyed. All confidential documents and information sent electronically to the mediator or his assistant will be deleted from all devices.
16. Where the Mediator is assisted by an assistant mediator or an observer attends the mediation with the Mediator the assistant / observer shall not disclose any information obtained prior to, during or in connection with the mediation; nor shall he / she disclose, in any way that identifies the mediation, the fact that the mediation is to take place or has taken place unless:
 1. Required to do so by law;
 2. It is necessary to notify insurers or insurance brokers; or
 3. All the parties to the mediation have expressly given permission to do so in writing.
17. No recordings may be made of the mediation.

Without prejudice

18. The negotiations that take place during the mediation meeting are without prejudice and things said in the mediation may not be used in any litigation or arbitration of the dispute. However, evidence that is otherwise admissible shall not be rendered inadmissible as a result of its use in the mediation.
19. The Parties will not require the Mediator (nor any assistant mediator or observer) to give evidence or produce records, notes or any other information or material whatsoever relating to the mediation in any context whatsoever. In particular, the parties will not require the Mediator (or assistant or observer) to disclose anything discussed in the private sessions with the other party, whether by application or otherwise.
20. If any Party makes any application which is inconsistent with clause 19 then that Party will indemnify the Mediator and the Mediation Provider (or assistant or observer) in respect of any costs relating to any such application which shall include (but not be limited to) reimbursement at an hourly rate of £300 plus VAT for any time spent resisting, responding or otherwise dealing with any such application, or complying with any order that a court or other judicial body may make.

Termination of the mediation

21. Mediation is an entirely voluntary process. Thus, any of the Parties or the Mediator may terminate the mediation any time without giving a reason.

Settlement

22. If the Parties reach an agreement during the course of the mediation meeting the terms of the agreement will be written down by them or their representatives and signed by or on behalf of each party. The agreement will not be binding until the agreement is signed by or

on behalf of all the Parties. This term is vital to ensure certainty and no party will seek to argue that this clause is not binding whether by estoppel or otherwise.

Conclusion

- 23. The Mediator shall not be liable to any Party for any loss, damage or expense whatsoever or howsoever arising as a result of or in connection with the mediation, whether in contract, tort or otherwise.
- 24. 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 or the mediation.

SCHEDULE

This Agreement is made between:

<p>The First Party</p> <p>Name:</p> <p>Address:</p> <p>Signature:</p> <p>Date:</p>	<p>The First Party's solicitors</p> <p>Name:</p> <p>Address:</p> <p>Signature:</p> <p>Date:</p>
<p>The Second Party</p> <p>Name:</p> <p>Address:</p> <p>Signature:</p> <p>Date:</p>	<p>The Second Party's solicitors</p> <p>Name:</p> <p>Address:</p> <p>Signature:</p> <p>Date:</p>
<p>The Mediator:</p> <p>Name:</p> <p>Signature:</p> <p>Date:</p>	<p>Mediation assistant/observer</p> <p>Name:</p> <p>Signature:</p> <p>Date:</p>

Signed by all other persons present at the mediation who agree to be bound by the confidentiality clause referred to in paragraph 13 above.	
Name	Name
Signature	Signature
Name	Name
Signature	Signature
Name	Name
Signature	Signature
Name	Name
Signature	Signature