

# Mediation Agreement

**DATE:**

**PARTIES:**

**Claimant**

**Defendant**

(collectively "the Parties")

**Stella Parker** ("the Mediator")

**DISPUTE:**

Matters which are the subject of proceedings in the \_\_\_\_\_ County Court under  
Claim No \_\_\_\_\_ ("the Dispute").

The Parties have agreed to refer the Dispute to mediation by the Mediator under the  
terms of this agreement ("the Mediation").

**IT IS AGREED THAT:**

**Venue, Date and Time**

1. The Mediation will take place on ( )

**Representatives**

2. The Parties will be represented at the Mediation by

For the Claimant

And

For the Defendant

3. Each Party will:

3.1 use their best endeavours to settle the Dispute by Mediation and agree  
to the appointment of Stella Parker as Mediator;

3.2 inform the Mediator and each other immediately if there is a change to their  
representatives;

3.3 ensure that at least one of its representatives has full authority to negotiate,  
compromise or settle the dispute

- 3.4 attempt to agree a bundle of relevant documents (“Documents Bundle”) and supply the Mediator with the Documents Bundle by ( )
- 3.3 exchange with each other and supply the Mediator with a Position Statement by ( )
- 3.4 pay it’s share of the Mediator’s fees by ( )

### **Mediator**

4. The Mediator will:
  - 4.1 assist the Parties to compromise and resolve the Dispute;
  - 4.2 determine the procedure at the Mediation, in consultation with the Parties;
  - 4.3 assist (if requested) in drawing up any settlement agreement;
  - 4.4 decline hereafter to act for any Party in any capacity in connection with the Dispute;
  - 4.5 maintain and respect the confidentiality of all information provided to him by the Parties, save as may be required by law, whether under the Proceeds of Crime Act 2002 and/or any Regulations relating thereto or otherwise.
5. The Parties accept and agree that the Mediator acts as an independent contractor and not as an agent of or in any capacity for any Party, and that the Mediator has no personal or financial interest in the subject matter of the Dispute.
6. If the Parties are unable to reach settlement during the Mediation with the unanimous agreement of the Parties and the Mediator the Mediation may be adjourned to such time and place as may be agreed between the Parties and the Mediator.
7. In no circumstances shall any Party or their advisers or representatives take any steps in any jurisdiction to require or compel the Mediator either to act as a witness in any proceedings connected in any way with the Mediation or the subject matter of the Dispute, or to disclose any documents or notes she may have prepared in connection with the Mediation. The Mediator will not voluntarily act as a witness for or advisor to any of the Parties.
8. If, notwithstanding the provisions of clause 7 above, any Party seeks to require or compel the Mediator to act as a witness in any proceedings connected in any way with the Mediation or the subject matter of the Dispute, that Party shall indemnify the Mediator for all her time, costs and expenses arising out of, or in connection with, such action.
9. The Mediator shall not be liable to any Party or their representatives or advisers for any view expressed by him during or in connection with the

Mediation or for any act or omission in connection with his conduct of the Mediation unless the view expressed or the act or omission is shown to have been in bad faith or in breach of this agreement.

### **Binding agreement**

10. No settlement agreement reached between the Parties as a result of the Mediation shall be legally binding until it has been reduced to writing and signed by or on behalf of the Parties.

### **Termination**

11. The Mediation shall terminate when:
  - 11.1 a written settlement agreement is executed by the Parties, or
  - 11.2 a written notice of withdrawal is given by any Party, or
  - 11.3 the time set for the Mediation has expired without agreement for continuation or resumption, or
  - 11.4 the Mediator decides, and notifies the Parties, that continuing the Mediation is unlikely to result in a settlement, or is undesirable or inappropriate for any other reason.

### **Confidentiality and Privilege**

12. The Parties and the Mediator shall:
  - 12.1 keep confidential and regard as privileged, and shall not use, any of any nature produced for, or arising in connection with, the Mediation save:
    - as may be necessary to implement and/or enforce any settlement agreement and/or;
    - as may be required by law and/or;
    - to professional advisors, if strictly necessary and for bona fide reasons, and on the basis that the recipient is informed of the confidentiality of the information and agrees to maintain that confidentiality
  - 12.2 keep confidential and regard as privileged, and shall not use what happened and what was said at the Mediation and the terms of any settlement (unless the settlement agreement has its own confidentiality terms in which case those terms will prevail).
13. Each Party shall ensure that all those present at the Mediation on its behalf and any person in receipt of confidential and/or privileged information arising out of, or in connection with, the Mediation from that Party shall agree to be bound by clause 12 of this agreement.

14. All documents, correspondence or information (in any format) produced for, arising out of, or in connection with, the Mediation will be treated as privileged, and shall not be admissible as evidence or be disclosable in any proceedings connected in any way with the subject matter of the Dispute, unless such documents or information would have been admissible or disclosable in any event.
15. No formal record or transcript of the Mediation shall be made.

### **Costs of the Mediation**

16. The Mediator's fees, costs and expenses and each of the Parties own costs and expenses arising out of the Mediation ("Mediation Costs") shall be treated as follows:

- 16.1 Subject to clause 16.5 below and unless agreed otherwise in any settlement agreement, each Party shall bear its own share of the Mediator Fee;

- 16.2 Each Party will pay its share of the Mediator Fee on or before ( )

- 16.3 The solicitors to the Parties are liable for their respective client's share of the Mediator Fee in the same way as they are liable for the disbursements incurred in the course of litigation;

- 16.4 If there is a settlement at the Mediation:

- 16.4.1 the Mediator Fee will be borne by the Parties as set out in clause 16.1; and

- 16.4.2 the Mediation Costs will be borne by the Parties in accordance with the term as to those costs agreed between the Parties and set out in the settlement agreement;

- 16.5 If there is no settlement at the Mediation, the Mediator Fee and the Mediation Costs of each of the Parties are to be treated as costs in the case in any litigation or arbitration in which the court or the arbitrator has power to assess, or make orders as to costs.

- 16.6 If any Party cancels the Mediation, the following proportion of the Mediator Fee will be payable by each Party as follows:-

- 16.6.1 if the cancellation is made less than 24 hours before the date of the Mediation, the full Mediator Fee; or

- 16.6.2 if the cancellation is made less than four working days before the date of the Mediation, half the Mediator Fee in either case without prejudice to a Party's to recover such sums from any Party it may consider to be at fault for the cancellation.

**Law and Jurisdiction**

17. The Mediation and this agreement shall be governed by and construed in accordance with English law and any claim, dispute or matter of difference which may arise out of or in connection with the Mediation and/or this Agreement shall be settled under the jurisdiction of the English Courts.

**SIGNED:**

Claimant .....

Solicitor for Claimant .....

Defendant .....

Solicitor for Defendant .....

The Mediator .....

Stella Parker

