

**For specialist Employment Law advice**

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**MEDIATION AGREEMENT**

The Agreement

The Parties described below hereby agree to submit their dispute in Case Number [ ] in the [ ] Court to Mediation upon the terms and conditions set out below.

**The Parties**

[ ]: represented by [ ] Solicitors and (Counsel)

[ ] represented by [ ] Solicitors and (Counsel)

**The Mediator**

The Parties hereby appoint [ ] to act as Mediator.

**Venue/Date/Time**

The Mediation will take place at [ ] on the [ ].The mediation will begin at 10.00 a.m. and will continue until 17.00 p.m. or such time as the Mediator and the Parties agree.

Terms and Conditions

***A. The Mediator***

1. The Mediator shall throughout the mediation act as an independent impartial neutral facilitator and will not seek to adjudicate, arbitrate, furnish advice, or impose a decision or solution in respect of any of issues between the parties.

2. The Mediator shall not be liable to any party for any act or omission in connection with the conduct of the mediation, save for any willful misconduct.

3. The Mediator shall not be called as a witness or as an expert in any pending or subsequent litigation or arbitration relating to the dispute or subject matter of the mediation, save where the Mediator and all parties agree in writing.

4. The Mediator hereby confirms that all known financial and/or other interests, all social, business or professional relationships with any party and/or their representatives, or any facts or circumstances which may create doubt as to the impartiality of the Mediator, have been disclosed to the parties in writing. The Mediator shall immediately disclose any said interests, relationships or circumstances that become apparent hereafter.

5. The Mediator shall be entitled to conduct the mediation process at his discretion, including the structure of the process, the attendance of participants, the agreeing of a timetable for the exchange of any relevant information or documentation, and the scheduling and re-scheduling of meetings with the parties, both before and during the mediation, whether in private caucus or with the parties jointly.

***B. Representation***

6. The Parties may choose to be represented or to remain unrepresented at the mediation, and the legal advisers to the parties shall be entitled to participate in the mediation, save that:­

i) the manner and extent of their participation shall remain at the discretion of the Mediator insofar as such participation may be appropriate or beneficial or otherwise conducive to the success of the mediation process,

ii) in the event that either party wishes to attend by his or its legal advisors only that party shall communicate such intention to the Mediator and the other party or parties at least 7 days before the date of the mediation or otherwise as soon as practicable; and

ii) the parties shall remain free at all times to consult with their legal advisers.

7. The parties and/or their representatives hereby confirm that they have full authority to settle the dispute.

***C. Confidentiality***

8. The entire mediation process shall be confidential and conducted upon a without prejudice basis. All offers, promises, statements, whether oral or in writing, in the course of the mediation shall not be disclosed to third parties and shall remain privileged and confidential,

save that:

i) any disclosure may be made that is or may be necessary for the implementation of any agreement reached in the mediation;

ii) any evidence that would otherwise be admissible or disclosable shall not be rendered inadmissible or not disclosable by reason only of its use in the mediation;

iii) where any information is given or received which relates or gives rise to a material risk of harm, injury or other risk to safety, the duty of confidentiality shall not apply, save that the Mediator shall seek prior agreement from the parties as to the manner and extent of any disclosure to be made.

|  |  |  |
| --- | --- | --- |
|  | 9. | At the conclusion of the mediation, at the request of any of the parties, any written materials |
|  | 10. | or documentation furnished to the Mediator or to another party shall be returned without the  Mediator or the parties retaining copies thereof.  There shall be not stenographic, audio or visual record made or kept of the mediation |
|  | ***D.***  11. | process without the written agreement of the Mediator and all parties.  ***Termination***  The Mediation process may be terminated when: |

1. the parities and the Mediator are in agreement that the mediation has been unsuccessful; or
2. the Mediator is of the view that further steps in the mediation process are unlikely to achieve a settlement; or
3. one party withdraws from the mediation.

***E. Settlement***

12. If agreement is reached between the parties, or if any issues are resolved, the parties or their representatives will execute Heads of Agreement for signature by or on behalf of all the parties to the agreement.

13. Such agreement shall not be binding until it has been reduced to writing and signed by or on behalf of all the parties to the agreement.

***F. Fees and Costs***

14 All fees for the professional services of the Mediator shall be borne by the parties equally, unless otherwise agreed in writing.

15. The Mediator's fee for the said mediation shall be £[ ] to include time for reading and preparation and £[ ] per hour or part thereof in the event that the mediation continues after 17:00 p.m.

16. All fees and expenses shall become due upon execution by the Parties of this agreement and shall be paid within 30 days of the issue of the fee note. Thereafter interest shall accrue on the unpaid balance of any fees at the rate of 0.25% per month.

***G. Jurisdiction***

17. This Agreement shall be construed and be governed by the law of England and Wales and any dispute relating hereto shall be determined in accordance with such laws and in the courts of England and Wales.

**DATED** the day of

**SIGNED:**

**for and on behalf of**

**SIGNED:**

**for and on behalf of**

**SIGNED:**

**by the Mediator**