**MEDIATION AGREEMENT**

This mediation agreement is made the day of 2020 between the following parties, namely:

(1) [                                                   ] represented by [                                                   ];and

(2) [                                                   ] represented by [                                                   ],

(collectively the **"Parties"**) who hereby agree to appoint Geoffrey Bryant (**"the Mediator"**) to administer the mediation (**"Mediation"**) of the Dispute on the following terms and conditions:

# Mediation Procedures

## The Mediation shall be held and conducted according to this Agreement to Mediate (**"Agreement"**).

## The Mediator's standard terms and conditions as specified on the Mediator’s website are incorporated into this Agreement. Where there is any conflict between them and this Agreement the terms of this Agreement shall prevail.

## The Dispute shall mean [all matters in dispute between the Parties arising out of ……]

## The Mediation has been scheduled for an initial period of up to four/eight hours (**"Scheduled Period"**) starting at [      ] on [                 ] 2020 at the offices of [                                ].

## Any settlement reached in the Mediation will not legally binding until it has been reduced to writing and signed by or on behalf of the Parties.

# Mediator

## The Parties agree that Geoffrey Bryant will be the Mediator.

## The Parties recognise that the Mediator is an independent contractor, there is no contract between the Parties and any firm to which the Mediator may be a consultant, member, partner or director and no duty of care is owed by any such firm or entity to the Parties.

## The Parties confirm that they shall not bring any claim against the Mediator for breach of contract, breach of duty or negligence unless the Mediator has acted dishonestly towards them.

# Mediation Fees

## The Mediation has been scheduled for an initial period of the Scheduled Period starting at [      ] on [                  ] 2020 at the offices of [                                ] at a cost of £[      ] per room. All sums referred to in this Agreement are exclusive of valued added tax.

## The Mediation fee (**"Mediation Fee"**) shall consist of:

### the deposit payable for the Scheduled Period in the sum of £[       ] to include also all expected preparation time;

### the additional sum of £[        ] plus VAT for each hour (or part thereof) by which the Mediation exceeds the Scheduled Period up to 12 midnight and at £500 plus VAT for each hour (or part thereof) after that time.

## This provision shall not disentitle any party to recover the costs of the Mediation in any subsequent assessment of costs whether or not there has been a concluded settlement of the Dispute which is the subject of the Mediation.

## If the Mediation exceeds the Scheduled Period the Parties and acknowledge and agree that any additional time incurred is not included in the deposit amount and that such additional time will be charged for.

## The parties are required to inform the Mediator either before or during the course of the Mediation session if they do not wish to exceed the Scheduled Period.

## Where a party is CLS funded the legal representative of that party acknowledges that authority has been obtained from the Legal Services Commission in relation to the Mediation of this Dispute and that such authority will cover the full cost of the Mediation.

## Incidental expenses (Mediator's travel costs, refreshments, etc.) and disbursements will be charged at cost.

## The Parties shall pay all invoices within seven (7) days of receipt by electronic transfer to the account shown on the invoices and (save for invoices for additional time) in any case before the date of the Mediation.

## Interest at the prevailing judgment rate will be charged on overdue accounts.

# Consulting with Legal Advisers

## A party does not require legal representatives to attend the Mediation but is free to choose whatever representation it wishes.

## Where a party is not legally represented such party is advised to obtain independent legal advice before, during and after the Mediation and prior to finalising any agreement reached pursuant to the Mediation.

## The Parties recognise that the Mediator does not offer legal advice or act as a legal adviser for any of the Parties to the Mediation nor will the Mediator analyse or protect any party's position or rights.

# Private Sessions

## The Mediator may hold private sessions with one party at a time. These private sessions are designed to improve the Mediator's understanding of the parties’ positions and to facilitate the Mediator in expressing each party's viewpoint to the other side.

## Information gained by the Mediator through such a session is confidential unless:

### it is in any event publicly available; or

### the Mediator is authorised by that party to disclose it.

# Confidentiality

## The Parties recognise that the Mediation is for the purpose of attempting to achieve a negotiated settlement and as such all information provided during the Mediation is without prejudice and will be inadmissible in any litigation or arbitration of the Dispute.

## Evidence which is otherwise admissible shall not be rendered inadmissible as a result of its use in the Mediation.

## The Parties will not issue a witness summons or otherwise require the Mediator or any other person attending the Mediation under the auspices of the Mediator to testify or produce records, notes or any other information or material whatsoever in any future or continuing proceedings.

## All documents, statements, information and other material produced prior to or during the course of the Mediation, save to the extent that these documents have been disclosed already and are in the domain of the litigation, whether in writing or orally, shall be held in confidence by the Parties and shall be used solely for the purposes of the Mediation.

## Any communication by or through the Mediator before the commencement of the Mediation or after its termination shall, unless expressly agreed in writing by the parties, be subject to the same confidentiality provisions as set out elsewhere in this Agreement.

# Termination of the Mediation

Either of the Parties or the Mediator shall be entitled, in their absolute discretion, to terminate the Mediation at any time without giving a reason.

# Warranty

## The legal representatives warrant that:

### they have carried out all necessary checks as recommended by the Law Society and/or the Bar Council to verify their client's identity; and

### advised their clients of the obligations of disclosure on the part of legal advisers and/or mediators under the Proceeds of Crime Act 2002 (POCA).

## The Parties warrant that they or their representatives have full authority to negotiate and enter into a legally binding settlement agreement disposing of the Dispute at the Mediation.

## The Parties warrant that they and their representatives and agents will participate in the Mediation in good faith to negotiate a settlement of the Dispute.

**9. ONLINE Mediations – Special Provisions**

## 9.1 Each signatory undertakes not to enable or intentionally permit any person other than the persons who have signed this mediation agreement and have been notified to the Mediator as participants to observe or eavesdrop or otherwise have access to the mediation sessions.

9.2 No party shall record the mediation sessions.

9.3 Each party undertakes that the mediation will not be disturbed by external noise including the ringing of mobile phones which will at the request of the Mediator be placed on “Mute”.

9.4 The Mediator is expressly exonerated from any liability for loss or damage arising from any defect or failure in the video-conferencing software used in the mediation or from any defect in any relevant internet connection or capacity.

9.5 The parties agree that signature to this agreement and to any settlement agreement shall be deemed sufficient and duly delivered and binding on the party signing if either (i) the party affixes an electronic signature to an electronic document or (ii) the party affixes a handwritten signature to a physical document and makes a photographic or scanned copy of the signature and in either case transmits the copy to the Mediator by email or SMS or WhatsApp.

# Signature

## This agreement is to be signed by the instructed legal representative of each party attending the Mediation (if represented) on behalf of that party.

## The legal representative is liable for the fees of the Mediation in the same way as they are liable for disbursements incurred in the course of litigation.

Signed: ……………………………………. Signed: ……………………..……………

 Representative

Name ……………………………………. Name: ……………………..……………

 Representative

Signed: ……………………………………. Signed: ……………………..……………

 Representative

Name ……………………………………. Name: ……………………..……………

 Representative

Accepted to act as Mediator:-

Dated:

Signed: …………………………………….

 (the Mediator)

The Observer:-

Signed: …………………………………….

Other Attendees:-

Signed: …………………………………….

(who sign only for the purposes of confirming their agreement to be bound by the provisions of clause 6).