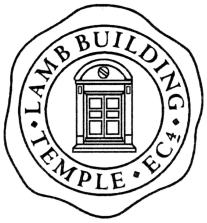
LADR

National Mediation Helpline Accredited



Civil Mediation Council Registered

Lamb Building, Temple EC4Y 7AS

Mr [LADR MEMBER]

Accredited Mediator (SPC), Barrister

MEDIATION AGREEMENT

The Agreement

The Parties named below hereby agree to submit their dispute to Mediation upon the terms and conditions set out below.

The Mediator

The Parties hereby appoint **[LADR MEMBER]** to act as Mediator, and
[LADR MEMBER] as Assistant Mediator

<u>The Parties</u>

Party A: **[.....]**
represented by [..... **Solicitors, Counsel]**

Party B: **[.....]**
represented by [..... **Solicitors, Counsel]**

Venue/Date/Time

The Mediation will take place at the **[Chambers of Ami Feder, Lamb Building, Temple, London EC4Y 7AS]** on **[.....]** and will begin at

[10.00 am] and will continue until [**5.30pm]** or until 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 the issues, save by agreement with 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 wilful 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 appoint an Assistant Mediator of his own choice at no further cost to the parties. 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 un-represented 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, and

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

C. Authority to Settle

7. The parties and/or their representatives hereby confirm that they have full authority to settle the dispute. In the event of any limitations to such authority, these shall be fully endorsed hereon, or annexed hereto in a separate document.

D. *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 the disclosure of a criminal offence, or material risk of harm, injury or other risk to safety, or where there is an overriding public or legal duty of disclosure, the duty of confidentiality shall cease and/or shall not apply, and the Mediator may thereupon terminate the mediation without further notice or explanation.

9. At the conclusion of the mediation, at the request of any of the parties, any written materials or documentation furnished to the Mediator or to another party shall be returned without the Mediator or the parties retaining copies thereof.

10. There shall be no stenographic, audio or visual record made or kept of the mediation process without the written agreement of the Mediator and all parties.

E. *Termination*

11. The Mediation process may be terminated when the parties and the Mediator are in agreement that the mediation has been unsuccessful, or by the Mediator under paragraph 8(iii) herein, or where the Mediator is of the view that further steps in the mediation process are unlikely to achieve a settlement; or if a party withdraws from the mediation.

F. *Settlement*

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

G Fees and Costs

13. All fees for the professional services of the Mediator, together with all reasonable travel and other expenses incurred (if the mediation occurs outside London), **shall be payable by the parties equally** unless otherwise agreed in writing.

14. The Mediator's basic fee for the said mediation shall be **[£0000 plus Vat]** and shall become payable **prior to the commencement of the mediation.** In the event that the said basic fee is not paid prior to the commencement of the mediation, the mediator may agree to payment within **30 days** of the issue of an invoice, after which interest shall accrue upon any unpaid invoice at the rate **2%** per month.

15. In the event that the mediation continues beyond **[5.30pm]**, an additional fee of **[£000.00 plus Vat per hour]** will become payable. All the aforesaid fees include all preparation work up to a maximum of **4 hours**, payable upon the terms herein. In addition, rooms will be provided by Chambers at a cost of **[£000.00 plus Vat]** for the entire day, which includes refreshments for up to **8** people.

16. In the event of non-payment by a party, the mediator shall be entitled to look to the party's solicitor for payment of the mediation fees as if the fees were disbursements in the litigation.

H. *Interpretation*

17. The term 'Mediator' shall include the masculine and the feminine, and the plural as well as the singular, where the context permits.

18. The agreement shall be governed by English law and construed and applied in accordance with the Rules and jurisdiction of the English courts.

DATED the _____ day of _____ 20xx

SIGNED: _____ by or on behalf of Party A

SIGNED: _____ by or on behalf of Party B

SIGNED: _____ Party A's representative

SIGNED: _____ Party B's representative

SIGNED: _____ by the Mediator

SIGNED: _____ by the Assistant Mediator

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