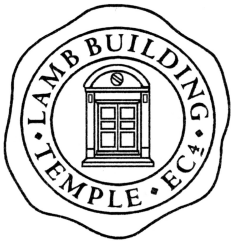
National Mediation Helpline
0845 60 30 809



LADR Lamb Building ADR, Temple, London EC4Y 7AS
National Mediation Council accredited
Civil Mediation Council Registered

Claim No.	
Court	

We the undersigned, namely:

Party A: represented by

Party B: represented by

agree to the mediation of the dispute between us on the following terms and conditions.

Venue/Date/Time

The Mediation will take place at on and will begin at and will continue until or until such time as the Mediator and the Parties agree.

The Mediator

The parties hereby agree to **[LADR MEMBER]** being appointed as Mediator.

1. The Mediation

i) Mediation is a non-adversarial procedure in which a neutral, specially trained professional assists the parties in reaching a settlement of a dispute or difference. The mediator avoids being judgmental, but rather employs techniques, which facilitate constructive and productive negotiations. Throughout, the parties remain in complete control and ultimately decide whether and how a dispute will be settled. In the event that the parties agree to settle, that settlement will be documented in a form called a Mediation Settlement.

ii) The mediation session normally begins with a brief joint meeting at which the all the parties come together to understand the background to the dispute and any underlying issues, to identify the party's true interests and to explore possible ways in which the dispute might be resolved. Thereafter the mediator conducts a series of private sessions with each party during which settlement positions are discussed.

iii) The parties may wish to consult with their legal and/or other advisers before and during the mediation as the mediator at no time acts as legal adviser to any of the parties.

iv) The parties must agree to have present at the mediation such persons as are authorised to agree settlement terms. Most mediators will request the attendance of the individuals involved in the dispute at the mediation in addition to any representatives they may wish to attend. By signing this agreement the parties hereby confirm that they have all necessary authority to settle the dispute.

v) The Mediator may ask the parties' consent to a co-mediator or observer being present at the mediation.

2. The Mediator

The parties (all sides to the dispute) agree to the appointment of an Accredited Mediator by LADR (Lamb Building ADR Ltd.) to assist in the resolution of their dispute. The parties understand that:-

- the mediator is independent, neutral and is not employed by or acting as a representative of Her Majesty's Courts Service (HMCS)

- the role of the mediator is to facilitate settlement of the dispute by negotiation and agreement where possible
- the mediator does not give legal advice and will not adjudicate the dispute
- the mediator will not and cannot compel the parties to settle, nor even to continue negotiating should they not wish to do so
- the parties agree to participate in negotiations in good faith with the aim of achieving a settlement

Save in the case of gross error or misconduct the parties agree that they will respect the neutrality of the mediator, any professional body to which the mediator may belong and HMCS and not bring any claim, demands or proceedings against any or all of these, arising out of the appointment of the mediator or the conduct of the mediation.

3. Private Sessions

During the mediation, the mediator will speak to the parties separately in order to improve the mediator's understanding of each party's views. Information given to the mediator during such private talks will be confidential unless the party involved confirms that they are happy for the mediator to give such information to the other party.

4. Confidentiality

i) Other than what is contained within a Mediation Settlement, any information – whether written in a document prepared for the mediation or written or spoken during the mediation – can only be used for the purpose of the mediation and cannot be referred to in any subsequent action unless all parties agree.

ii) The parties agree that no recording or transcript will be made at the time of the mediation and that they will not call the mediator, or the mediation provider or HMCS to give evidence in any subsequent action unless all parties agree in writing

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 no longer apply, and the Mediator may immediately terminate the mediation without further notice or explanation.

5. Representation

The Parties may choose to be represented or to remain un-represented at the mediation, and the legal advisers to the parties will be entitled to participate in the mediation, except that:-

i) the manner and extent of their participation will remain at the discretion of the Mediator, and

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

6. Costs

i) Unless the parties otherwise agree, the fees and, if applicable, all travel and accommodation expenses of the mediator, will be **borne by the parties in equal share**. Each party will also pay its own expenses of individual representation in the mediation**. The fees of the mediator are payable directly to him and in advance of the mediation**. The mediator shall be entitled to refuse to mediate in the event of non-payment of the fees, or alternatively may charge **interest upon any unpaid fees at the rate of 2% per month.**

ii) The Mediator's basic fee for the said mediation shall be in accordance with the National Mediation Helpline fee structure, and has been agreed at **£1000 plus Vat per day (ie £500 per party).**. In the event that the mediation continues beyond **5.30pm**, an additional fee of **£150 plus Vat per hour (£75 per party)** will become payable by the parties upon the terms herein.

iii) **Rooms** will be provided by LADR in their Chambers at a cost of for a period of to include sandwiches and refreshments for up to people).

iv) In the event of non payment of any of the fees, the mediator and/or LADR shall be entitled to look to the party's solicitor for payment as if the fees were disbursements in the litigation.

7. Settlement

If agreement is reached between the parties, or if any issues are resolved, the parties or their representatives will complete a Mediation Settlement document for signature by or on behalf of all the parties to the agreement. The Mediation Settlement when signed shall be binding and may be reduced into the form of a Court (Tomlin) Order and referred to the Court for the action to be stayed or dismissed as agreed.

8. Ending the mediation

i) The mediator, or any party to the mediation, may end the mediation at any time without giving a reason. If one of the parties wishes to end the mediation the mediator may request that they give him/her a few minutes notice.

ii) In this event if the dispute is subject to court proceeding the trial judge will only be made aware that a mediation had taken place and a settlement had not been reached.

9. Ongoing evaluation

i) Both the NMH and the accredited mediator providers supporting this scheme are continually looking at ways to improve the service we provide our customers.

ii) Please indicate below if you are willing to be contacted by the NMH for feedback in relation to the mediation process from first contact to actual mediation. Any information given will remain confidential.

Acceptance

Name	
Address	

Name	
Address	

Signed	
Date	
☐ Yes, I agree to being contacted by the NMH for feedback of the service provided after the mediation.	

Signed	
Date	
☐ Yes, I agree to being contacted by the NMH for feedback of the service provided after the mediation.	

Mediators Signature:_____

Mediators Name: _____

(*Print Name*)

Assistant Mediators Signature:_____

Assistant Mediators Name: _____

(*Print Name*)

Date: _____

Once completed, please return to: LADR Lamb Building ADR Ltd, Lamb Building, Temple, London EC4Y 7AS