

AGREEMENT TO MEDIATE

The Mediator

1. The Mediator is Simon Williams.

Parties to the dispute

2. The parties to the dispute (“the Parties”) are set out in the Schedule attached to this agreement.

Agreement to mediate

3. The Parties agree to appoint the Mediator to mediate the dispute between them. The Parties understand that the Mediator will seek to facilitate an agreement resolving the dispute and that he has no power or authority to render a binding decision or award. The Parties also understand that the Mediator will not offer legal advice to any of the Parties.
4. The mediation meeting will be held at _____ on _____ 20 ____.

Authority to settle

5. The Parties warrant that all persons representing them at the mediation meeting have authority to settle the dispute.

Mediation fees

6. The mediation fees are as follows:
 - 6.1. Basic fee: £ _____ for a mediation meeting scheduled to last for 8 hours to include all preparation. The mediation is deemed to run continuously with no deduction made for refreshment breaks.
 - 6.2. Additional hourly rate: £ _____ per hour. (Any party who will not be able to exceed the scheduled period of 8 hours must inform the Mediator before or at the beginning of the mediation.)
7. Value Added Tax is added to the above prices.
8. The basic fee of £ _____ + VAT is payable by bank transfer by no later than 4 pm on 20 ____ (28 days prior to the date of the mediation). If the sum is not paid by that time the Mediator may at his discretion refuse to hold the mediation meeting. Any further fees or expenses will be invoiced after the mediation and are payable within 14 days of receipt of an invoice.

9. Once a date for the mediation meeting has been set cancellation fees will be paid as follows:
 - (a) 25% of the basic fee if the Mediator receives notice of cancellation between 15 and 28 days inclusive before the date of the mediation meeting;
 - (b) 50% of the basic fee if the Mediator receives notice of cancellation between 8 and 14 days inclusive before the date of the mediation meeting;
 - (c) 75% of the basic fee if the Mediator receives notice of cancellation between the date of the mediation meeting and 7 days inclusive beforehand.
10. The Parties will arrange and pay for the venue for the mediation meeting.

Bundle of documents

11. The Parties will prepare (jointly if possible) a bundle of essential documents to be sent to the Mediator to assist him in understanding the basic issues in dispute. If it is not possible to prepare a joint bundle each party should prepare its own separate bundle of essential documents. The bundle(s) should be sent to the Mediator so as to arrive no later than 4 pm on 20 (14 days before the date of the mediation).

Confidentiality

12. During the course of the mediation the Mediator will hold private sessions with each of the Parties. These are designed to improve the Mediator's understanding of each party's position and to facilitate the settlement of the dispute. The Mediator will not disclose any information obtained during the private sessions unless (a) it is clearly already known to the other party or (b) the Mediator is given specific authority to disclose it or (c) he is required to do so by law.

Without prejudice

13. The negotiations that take place during the mediation meeting are without prejudice and things said in the mediation may not be used in any litigation or arbitration of the dispute. However, evidence that is otherwise admissible shall not be rendered inadmissible as a result of its use in the mediation.
14. All documents and other material produced or given by one party to another party for the purposes of the mediation shall be held in confidence by the party receiving it and shall be used solely for the purpose of the mediation. At the end of the mediation all such material shall be returned to the originating party or forthwith destroyed at the option of the originating party.

15. After the mediation the Mediator will destroy all papers received by him or will return them to the party who sent them to him. All notes taken by the Mediator during the course of the mediation will be destroyed.
16. The Parties will not require the Mediator to give evidence or produce records, notes or any other information or material whatsoever relating to the mediation in any continuing or fresh litigation, arbitration or other formal process arising from or in connection with the dispute and the mediation; nor will the Mediator act or agree to act as a witness, expert, arbitrator or consultant in any such process; the Parties further agree that the Mediator will not be liable to them in respect of any loss, damage or expense howsoever arising.

Termination of the mediation

17. Mediation is an entirely voluntary process. Thus, any of the Parties or the Mediator may terminate the mediation any time without giving a reason.

Settlement

18. If the Parties reach an agreement during the course of the mediation meeting the terms of the agreement will be written down by them or their representatives and signed by or on behalf of each party. The agreement will not be binding until the agreement is signed by or on behalf of all the Parties.

Signed

Signed

Name

Name

Date

Date

Signed by the Mediator.....

Name

Date

SCHEDULE

- 1.
- 2.