

Mediation 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 accompanied or to remain un-represented and un-accompanied at the mediation, and all those attending the mediation 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.³
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. The Mediator's basic fee for the said mediation shall beplus Vat in total, and shall be 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 refuse to proceed, or alternatively 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.
14. Rooms will be provided by.....at a cost of.....(or) free of charge, to include all refreshments for up to people.
15. In the event that the mediation continues beyondpm, an additional fee of.....plus Vat per hour commenced, will become payable to the Mediator. All the 4 aforesaid fees include all telephone and reading preparation work, up to a maximum of 4 hours, payable by the parties upon the aforesaid terms herein.

H. Cancellation

16. In the event that the mediation is cancelled by any one or more of the parties, a cancellation fee will be charged as follows:
 - i. A minimum payment of 20% of the Mediator's fee plus VAT, and the fee for the rooms plus Vat if appropriate, in the event that cancellation occurs after the mediation date has been agreed by all parties to the dispute.
 - ii. 50% of the aforesaid mediation and room fee if the cancellation occurs less than five clear working days before the agreed date for the mediation.
 - iii. 100% of the aforesaid mediation and room fee will be charged if the cancellation occurs less than two clear working days before the date and time agreed for the mediation.
 - iv. Payment of the aforesaid cancellation fees shall be shared equally by the parties where the cancellation is agreed by all parties,. Where the cancellation is made unilaterally, the party cancelling the mediation shall be liable for the whole of cancellation payment.

17. No cancellation fee will be charged if the mediation date is rescheduled, provided that the mediation takes place within 28 days of the original mediation date, failing which the Mediator may treat the adjournment as a cancellation in accordance with the above provisions.

18. Where the mediation fee has already been paid by all parties at the time of cancellation, the Mediator will refund the mediation fee less any cancellation charge.

G. Interpretation

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

20. 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 _____ 2015

SIGNED: _____ for and on behalf of Party A

SIGNED: _____ for and on behalf of Party B

SIGNED: _____ for and on behalf of Party C

SIGNED: _____ by the Mediator

SIGNED: _____ by the Assistant Mediator