



MEDIATION AT
GRAY'S INN SQUARE

Mediation Agreement

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THIS AGREEMENT is made on

BETWEEN:

1. [] (Party 1); and

2. [] (Party 2)

(Collectively "The Parties")

3. Mr Patrick Taylor ("The Mediator") a member of the 4 – 5 Mediation Group

THE DISPUTE:

A dispute has arisen between the Parties as follows:

[]

("the Dispute").

The Parties have agreed to submit the Dispute to mediation by the Mediator under the terms of this agreement ("the Mediation").

THE PARTIES AGREE AS FOLLOWS:

1. The Parties appoint Patrick Taylor as the Mediator, and the Mediator accepts the appointment to mediate the Dispute in accordance with the terms of this Agreement.
2. **Each Party shall be represented at the Mediation as follows:**

Party 1

Name of Lead Negotiator: []

Status of Lead Negotiator: []Solicitor for Party 1

Other Attendees:

Name: []

Role: Associate Solicitor for Party 1

Name: []

Role: Party A / Applicant

Party 2

Name of Lead Negotiator: []

Status of Lead Negotiator: [Solicitor for Party 2]

Other Attendees:

Name: []

Role: Associate Solicitor - Party 2

Name: []

Role: [] for Party 2

Name: []

Role: [] for Party 2

3. **The Advisers to the Parties (“the Advisers”) are as follows:**

Party 1 Lead Advisor: []

Law Firm: []
Address: []
Email Address: []
Telephone Number: []

Party 2 Lead Advisor: []
Law Firm: []
Address: []
Email Address: []
Telephone Number: []

4. **The Mediation shall take place as follows:**

Date: []
Start Time: 10:00am
Address: []

5. **Each Party will:**

- 5.1 Inform the Mediator and each other immediately if there is any change to their representatives or attendees.
- 5.2 Ensure that at least one of its representatives at the Mediation has full authority to negotiate, compromise and settle the Dispute. If there is any limitation to the representative's authority to settle the Dispute, this should be disclosed to the Mediator prior to the commencement of the Mediation.
- 5.3 Attempt to agree with the other Party a bundle of relevant documents ("the Mediation Bundle") and supply the Mediator with the Mediation Bundle so as to allow the mediator adequate time to prepare for the Mediation.

- 5.4 Exchange with each other and supply the Mediator with a confidential mediation case statement ("the Position Statement").
- 5.5 Use its best endeavours to resolve the Dispute by mediation and take all such steps as may be necessary to participate fully in the mediation process.
- 5.6 Pay its share of the Mediator's fees and expenses as set out in paragraph 17.

6. **The Mediator will:**

- 6.1 Remain neutral, impartial and act in good faith to assist the Parties to resolve the Dispute.
- 6.2 Determine the procedure at the Mediation where appropriate following consultation with the Parties and / or the Advisors. In the event of any disagreement as to such procedure, the Mediator's decision shall be final.
- 6.3 If requested by all of the Parties consider whether to make a non-binding recommendation as to appropriate terms of settlement. The Mediator shall be under no obligation to agree to issue a non-binding recommendation.
- 6.4 Maintain and respect the confidentiality of all information provided by the Parties, whether oral or in writing, save as may be required by law (whether under the Proceeds of Crime Act 2002 and/or any Regulations relating thereto, or otherwise).
- 6.5 Decline to act for any Party in connection with the Dispute.
- 6.6 Comply with the European Code of Conduct for Mediators.

- 6.7 Maintain a suitable policy of Professional Indemnity Insurance with a limit of indemnity of not less than £1,000,000.
7. The Parties accept and agree that the Mediator acts as an independent contractor, and not as an agent or in any other capacity for any Party and that the Mediator has no personal or financial interest in the subject matter of the Dispute.
8. In no circumstances shall any Party or their Adviser or Representatives take any steps in any jurisdiction to require or compel the Mediator (or any assistant mediator or observer, if any), or any member 4 – 5 Mediation Group, or any of its administrative staff, either to act as a witness in any proceedings connected in any way with the Mediation or the subject matter of the Dispute, or to disclose or make available to the Parties, any documents or notes the Mediator may have made in connection with the Mediation. The Mediator and any member of 4 – 5 Mediation Group, or any of its administrative staff, will not voluntarily act as a witness for or advisor to any of the Parties.
9. If an agreement is reached between the Parties, the same shall not be legally enforceable unless it is incorporated into a written settlement agreement signed by them or by their representatives, who shall be deemed to have full authority to enter into such settlement agreement on their behalf.
10. The Mediation shall take place as set out in paragraph 4 herein and determine upon the happening of the following events:
 - 10.1 A written settlement agreement is executed by the Parties, or
 - 10.2 One of the Parties withdraws from the Mediation, or
 - 10.3 The Mediator, in his/her absolute discretion, determines for any reason that no useful purpose would be served by continuing the Mediation and so notifies the Parties, or

10.4 The Mediator, in his/her absolute discretion, determines for any reason that continuing the Mediation is undesirable or inappropriate and that it ought to be terminated or adjourned, and the Mediator shall not be required to give reasons for so determining.

11. If the Parties are unable to reach a settlement during the day(s) appointed for the Mediation, then, if the Parties jointly request, and the Mediator agrees, the Mediation shall continue thereafter, on the terms of this Agreement, on such dates and in such manner and until such time as either agreement is reached, reduced into writing and signed by the Parties, or the Parties and/or the Mediator determine that no useful purpose will be served by continuing the Mediation.
12. The Mediator and/or 4 – 5 Mediation Group assume no responsibility and shall not be liable to any Party or their representatives or Advisor for any advice, view or opinion as to fact or law, whether negligent or misleading or otherwise, expressed by the Mediator during or in connection with the Mediation, or for any assistance the Mediator may give in and about the drafting or content of any settlement agreement, or for any act or omission in connection with his/her conduct of the Mediation, unless the view expressed or the act or omission is shown to have been made fraudulently or in bad faith or otherwise in breach of this Agreement. The Parties acknowledge that they are not entitled to rely upon any such advice, view opinion or assistance, and must seek their own legal or other professional advice.
13. The Parties, their representatives or Advisers, and the Mediator shall:
 - 13.1 keep confidential and regard as privileged, and shall not use, any information of any nature produced for, or arising in connection with the Mediation save:
 - 13.1.1 as may be necessary to implement and/or enforce any settlement agreement and/or;
 - 13.1.2 as may be required by law and/or;
 - 13.1.3 where provided to professional advisers, if strictly necessary and for bona fide reasons, and on the basis that the recipient is informed of the confidentiality of the information and agrees to maintain that confidentiality.

13.2 keep confidential and regard as privileged and shall not use what was said or what has happened, including any concessions or admissions of law or fact, at the Mediation and the terms of any settlement agreement, save where the settlement agreement itself has its own confidentiality terms, in which case those terms shall prevail.

14. Each Party shall ensure that all those present at the Mediation on its behalf, and any person in receipt of confidential and/or privileged information arising out of or in connection with the Mediation, shall agree to be bound by clause 13 of this Agreement.

15. All documents, correspondence or information (in whatever format) produced for or arising out of, or in connection with the Mediation will be treated as privileged, and shall not be admissible as evidence, or disclosable in any proceedings connected in any way with the subject matter of the Dispute, unless such documents or information would have been admissible or disclosable in any event.

16. No formal record or transcript of the Mediation shall be made.

17. The Mediators fee will be £[] plus VAT ("The Daily Fee") per party for a Mediation lasting up to 8 hours and 5 hours preparation. Additional time spent prior in preparation and/or in excess of 8 hours on the Mediation day will be charged at a rate of £[] per hour plus VAT per Party ("the Additional Fee"). The Mediator's costs, fees and expenses (being any travel or accommodation costs), (together with VAT where applicable) and each of the Parties' own costs and expenses arising out of or in connection with the Mediation shall be treated as follows:

17.1 Unless agreed otherwise in any settlement agreement the Mediator's Fee and expenses shall be borne equally by the Parties.

17.2 If so requested by the mediator and/or 4-5 Mediation Group, the Daily Fee shall be payable in advance of the Mediation. In that event any Additional Fee shall be invoiced immediately following the conclusion of the Mediation and shall be payable within 7 days.

- 17.3 Save as provided in clause 17.2 above, each party shall pay its share of the Mediator's Fee and expenses within 14 days of the issue on an invoice by Mediator following the Mediation.
- 17.4 The Mediator and 4-5 Mediation Group reserves the right to charge interest on any late payment of the Mediator's Fee and expenses at the rate of 5% per annum over the Bank of England Base Lending Rate (subject to a minimum rate of 6% per annum).
- 17.5 The solicitors for the Parties (or in the event that they are represented by a barrister conducting litigation or acting for a party through direct access) are liable for their respective client's share of the Mediator's Fee and expenses.
- 17.6 The Mediator's Fees and expenses and the Mediation Costs of each of the Parties are to be treated as costs in the case in any litigation or arbitration in which the court or the arbitrator has power to assess, or make an order as to costs.
- 17.7 If any Party should cancel or withdraw from the Mediation, or should the Dispute be settled, prior to the agreed date of the Mediation, each Party shall be liable to pay an equal share of the Mediator's Fees and expenses as follows:
 - 17.7.1 If the cancellation is made less than 48 hours before agreed start time of the Mediation, the Daily Fee shall be payable in full together with such expenses as have been incurred, and any chargeable preparation undertaken.
 - 17.7.2 If the cancellation is made more than 2, but less than 5 working days before date of the Mediation, 50% of the Daily Fee shall be payable in full together with such expenses as have been incurred, and any chargeable preparation undertaken.
 - 17.7.3 If the cancellation is made more than 5, but less than 10 working days before the date of the Mediation, 25% of the Daily Fee shall be payable in full together with such expenses as have been incurred, and any chargeable preparation undertaken.
18. If any dispute arises between the Mediator and the parties or one of them in connection with this agreement, they agree to enter into mediation in good faith to settle such a dispute.

19. The Mediation and this Agreement shall be governed by and construed in accordance with English law. The Parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any claim, dispute or matter of difference which may arise out of or in connection with the Mediation and/or this Agreement.

SIGNED:

On behalf of Party 1

SIGNED:

On behalf of Party 2

SIGNED:

On behalf of the Mediator