

MEDIATION AGREEMENT-TO BE SIGNED BY ALL INVOLVED IN THE MEDIATION

This Agreement is made [] 2021 between:-

The First Participant [] of []	The First Participant's Solicitors [] of [] Solicitors []
The Second Participant [] of []	The Second Participant's Solicitors [] of [] Solicitors []
together the Participants	
Mediation Meeting (Date & Time Booked)	[] 2020/ 2021 09.30 – 17.00
Mediation Venue	[]
Mediator	Roger Levitt LLB QDR MCI Arb
Dispute	[]
Mediators Briefing Note	[] 2021

IT IS AGREED by those signing this Agreement that:

- 1 The mediation services will be provided by the Mediator at the Mediation Venue in relation to the Dispute.
- 2 The Participants are taking part in this mediation in good faith with the aim of achieving common ground (and if time permits) a settlement of the Dispute. The Mediator's role is to help facilitate this, not to give advice. The First Participant and the Second Participant are fully authorised, without qualification, to agree terms of settlement and enter into a binding written settlement agreement if agreed and following legal or other advice (as they are recommended to do). [They have both declined to have legal representation at the Mediation Meeting, but it is understood that [] will be available to prepare a settlement agreement.
- 3 This mediation and all communications relating to it are without prejudice and are to be kept confidential by the Participants, the Mediator and any observer. This includes all documents and correspondence produced for or at the mediation save where disclosure is required by law to implement or enforce the terms of any settlement agreement. The Participants may discuss the mediation with their professional advisers and/or insurers and will provide such information as they are obliged to do by law.
- 4 The Mediator, being a facilitator and not an advisor, shall not be liable to any Participant for any loss, damage or expense whatsoever arising in connection with this Mediation. In the case of alleged negligence the Mediator's liability is limited to the amount of the professional indemnity insurance of which he has the benefit.
- 5 The Participants agree that they will not call the Mediator as a witness or expert nor require him to produce in evidence any records or notes relating to the mediation, in any litigation or other process. If any Participant makes any such application that Participant will indemnify the Mediator in respect of any costs relating thereto to include (but not limited to) reimbursement at the Mediator's standard hourly rate for any time spent resisting or responding to any such application.
- 6 No recordings or transcripts of the mediation will be made.
- 7 A settlement will only be legally binding if and when set out in writing and signed by or on behalf of the Participants.
- 8 The fees payable to the Mediator have been agreed per the Mediator's Briefing Note. The agreed fees will have been paid in cleared funds to the Mediators bank account (specified in the Invoice sent) before the Mediation Meeting. Any overtime, will be payable at the rate agreed per the Mediator's Briefing Note. Each party will bear its own costs (if any) of participation in the mediation.

9 Form of Mediation

9.1 Facilitative Mediation

9.1.1 The Mediator will try to help resolve the Dispute by way of facilitative mediation, exploring issues, interests, needs and concerns of the Participants and assisting them independently and neutrally by generating options for a mutually agreed resolution of the matters in the Dispute. The Mediator Briefing Note explains what to expect at the mediation.

9.1.2 Mediation is a voluntary process and the Mediator will not, and cannot, compel the Participants to settle. Either the Mediator or the Participants may terminate the process at any time.

9.2 No Evaluative Mediation

9.2.1 The Mediator does not offer evaluative mediation.

9.2.2 The Mediator will not assess the merits of the Dispute or analyse or protect any Participant’s legal position or rights.

9.2.3 The Participants must (if they require an opinion on the merits of an issue, settlement, or proposal; or if they require legal advice) seek advice from their own chosen solicitor, or counsel.

10 Cancellations and Adjournments

10.1 If the mediation is cancelled by any Participant more than 5 business days before the Mediation Date and is rescheduled, there is no cancellation fee for the first adjournment. Any time spent preparing for the Mediation Date will be noted and charged in the eventual billing. If more than one adjournment occurs, an adjournment fee of £250 may be charged at the discretion of the Mediator for each adjournment following the first, payable before the Mediation Date.

10.2 If the mediation is cancelled within 5 business days before the Mediation Date and whether or not rescheduled, a cancellation fee of £400 plus preparation time notified (at £100 + vat per Participant) and any other incurred expenses is due and payable by Participants on or before the Mediation Date.

10.3 If the mediation is cancelled within 3 business days before the Mediation Date and whether or not rescheduled, a cancellation fee equal to the whole of the agreed mediation fee specified in the Mediator’s Briefing Note including any other incurred expenses is due and payable on or before the Mediation Date.

10.4 Cancellations shall be in writing by the Participants to the Mediator

11 This Agreement and the Mediation is governed by the law of England and the Courts of England have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement or the Mediation.

12 The referral of this dispute to mediation does not affect any rights under Article 6 of the European Convention of Human Rights, and if the dispute is not resolved through the Mediation the Parties’ right to a fair trial remains unaffected.

13 The Participants agree to an observer attending the mediation (usually a trainee mediator)

Signature of the First Participant:.....

Signature of the First Participant’s Solicitor:.....

Signature of the Second Participant:.....

Signature of the Second Participant’s Solicitor:

Signature of the Mediator:.....

Signature of the Observer (if any):.....