

Mediation Resolution

MEDIATION AGREEMENT

THIS AGREEMENT dated 2024 [as per the date the last signatory affixed their handwritten or electronic signature, below]

IS MADE BETWEEN

of **(Party A)**

of **(Party B)**

of **(Party C)**

(together jointly referred to as ‘the Parties’)

And **The Mediator, Kevin Gerald Smyth**, of 11 South Street, Ditchling, East Sussex, BN6 8UQ (a term which includes any agreed **Mediator Observer**)

And **Mediation Resolution** of 11 South Street, Ditchling, aforesaid

(together, the principal participants of “**the Mediation**” scheduled for the date/s of...)

IT IS AGREED by those signing this Agreement **THAT:**

“The Mediation”

1. The Parties agree to attempt in good faith to settle their dispute during the Mediation. The Mediator agrees to conduct and the Parties to participate in the Mediation in accordance with this Agreement to mediate and consistent with the Mediation Resolution’s Model Mediation Procedure and the CEDR Code of Conduct for Third Party Neutrals as published on CEDR’s website as at the date of this Agreement.
2. The Mediation shall commence and the terms of this Agreement will apply from the moment that the Mediator first communicates with either of the Parties and will continue until the date agreed by the Mediator and the Parties.
3. The Mediation may take place in person, remotely using telephone or video conferencing technology, or any combination of the aforementioned (or other

media which is compliant with Mediation Resolution's Model Mediation Procedure) as agreed by the Parties and the Mediator.

Online/Remote Mediations

4. The Parties agree that for the purposes of the Mediation, the Mediator will be the Host and/or Organiser of any video conferencing software used, unless otherwise agreed by all Parties.

Authority

5.
 - 5.1 The person signing this Agreement on behalf of each Party warrants having authority to bind that Party to observe the terms of this Agreement.
 - 5.2 Each Party warrants that a person with authority will participate in the mediation to authorise any settlement.

Confidentiality and without prejudice status

6. Each Party shall ensure that Mediation participants attending on their behalf are informed and agree to the confidentiality provisions set out in Section 7 below.
7. Every person involved in the Mediation:
 - 7.1 will keep confidential all information arising out of or in connection with the Mediation (in accordance with Section 9 of Mediation Resolution's Model Mediation Procedure), including but not limited to communications relating to the set-up and scheduling of the Mediation, the discussions leading up to and at the Mediation, and terms of any settlement, unless otherwise agreed by the Parties in writing but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law, to prevent physical harm to self or to others, or to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants; and
 - 7.2 agrees that all such information passing between the Parties, the Mediator and/or Mediation Resolution, however communicated, is to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law; and
 - 7.3 will not make any attempt to, or make any audio or video recording, of any part of the Mediation; and
 - 7.4 will ensure that where the Mediation or a portion thereof is taking place using video conferencing software or other remote means of communication, the only person(s) present in the room where the

computer, phone or other communication device is located will be those persons notified in writing as attending to the Mediator and any and all other Party or Parties.

8. Where a Party privately discloses to the Mediator or Mediation Resolution any information in confidence before, during or after the Mediation, the Mediator or Mediation Resolution will not disclose that information to any other Party or person without the consent of the Party disclosing it, except under the circumstances provided in Section 9 of Mediation Resolution's Model Mediation Procedure. The Parties agree, however, that the Mediator may disclose such information to Mediation Resolution provided that such disclosure is made by the Mediator and received by Mediation Resolution in confidence.

Settlement formalities

9. No terms of settlement reached at the Mediation will be legally binding until set out in writing and agreed to either in writing (including by email) or by wet or electronic signature, by or on behalf of each of the Parties.

Fees and costs of the Mediation

10. The Parties will be responsible for the fees and expenses of Mediation Resolution and the Mediator ('the Mediation Fees') in accordance with Mediation Resolution's Terms and Conditions of Business current at the date of this Agreement (including any provision for additional hours if the Mediation process extends beyond the allocated hours).
11. Unless otherwise agreed by the Parties and Mediation Resolution in writing, each Party agrees to share the Mediation Fees equally and also to bear its own legal and other costs and expenses of preparing for and attending the Mediation ('each Party's Legal Costs'). However, each Party further agrees that any court or tribunal may treat both the Mediation Fees and each Party's Legal Costs as costs in the case in relation to any litigation or arbitration where that court or tribunal has power to assess or make orders as to costs, irrespective of whether or not the Mediation results in settlement of their dispute.

Liability of CEDR and the Mediator

12. Neither the Mediator nor CEDR shall be liable to the Parties for any act or omission in relation to the Mediation, including the use and operation of the video conferencing platform, unless the act or omission is proved to have been fraudulent or involved wilful misconduct.
13. The Parties understand that neither the Mediator nor Mediation Resolution give legal advice and agree that they will not make any claim against the

Mediator or Mediation Resolution in connection with this Mediation. The Parties will not make an application to call the Mediator or any employee or consultant of Mediation Resolution, as a witness, nor require them to produce in evidence any records or notes relating to the Mediation, in any litigation, arbitration or other formal process arising out of or in connection with their dispute and the Mediation. Neither the Mediator nor any Mediation Resolution employee or consultant will agree to act as a witness, expert, arbitrator or consultant in any such process. If any Party does make such an application (as listed above), that Party will fully indemnify the Mediator, Mediation Resolution or the employee or consultant of Mediation Resolution in respect of any costs any of them incur in resisting and/or responding to such an application, including reimbursement at the Mediator's standard hourly rate for the Mediator's time spent in resisting and/or responding to such an application.

Law and Jurisdiction

- 14. This Agreement is governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement and the Mediation.

- 15. The referral of the dispute to the Mediation does not affect any rights that exist under Article 6 of the European Convention of Human Rights, and if their dispute does not settle through the Mediation, the Parties' right to a fair trial remains unaffected.

Changes to this Agreement

- 16. Any changes to this Agreement must be agreed in writing by the Parties, Mediation Resolution and the Mediator.

Signed

Party A

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.....

[Sign and Print Name]

Dated:

Party B

.....
.....

[Sign and Print Name]

Dated:

Party C

.....
.....

[Sign and Print Name]

Dated:

Mediator

.....

For Mediation Resolution

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Dated:20

11 South Street, Ditching, East Sussex, BN6 8UQ
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www.mediationresolution.co.uk

Amended March 2024. © Mediation Resolution 2024