



- 3.1 The person signing this agreement on behalf of each Party warrants having authority to bind that Party and all other persons present on that Party's behalf at the Mediation, and also to bind that Party to the terms of any settlement reached.
- 3.2 If any person has any limitation on their authority to settle, this must be disclosed to the Mediator before the commencement of the Mediation.

#### **4. Confidentiality and without prejudice**

- 4.1 Information, whether oral or written, disclosed to the Mediator in private will be treated as confidential by the Mediator unless:
  - (a) The Party making the disclosure states otherwise;
  - (b) The law imposes an obligation of disclosure; or
  - (c) The Mediator believes that the life or safety of any person is or may be at serious risk.
- 4.2 The Parties and the Mediator agree in relation to all confidential information disclosed to them during the Mediation, including any preliminary contact:
  - (a) to keep that information confidential;
  - (b) not to disclose that information except to a Party or their representative; and
  - (c) not to use that information for a purpose other than the Mediation.
- 4.3 The Parties, their advisers and the Mediator all acknowledge that all information passing between them is agreed 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 (unless disclosable in law anyway).
- 4.4 The Parties will not call the Mediator as witness, nor require him/her to produce in evidence any records or notes relating to the Mediation, in any litigation, arbitration or other formal process arising in connection with the Dispute.
- 4.5 The Mediator will not accept an appointment in relation to any arbitral or judicial proceeding relating to the Dispute.

#### **5. Termination**

- 5.1 No settlement reached at Mediation will be legally binding until set out in writing and signed on behalf of each of the Parties.
- 5.2 If a Party does not wish to continue the Mediation, the Mediator must terminate the Mediation insofar as it relates to that Party and may terminate the Mediation as regards all the Parties.
- 5.3 The Mediator may terminate the Mediation if:
  - (a) after consultation with the Parties, the Mediator feels unable to assist the Parties to achieve resolution of the Dispute;
  - (b) the Mediator receives, from a source outside the Mediation, confidential information relevant to the Dispute or any Party; or
  - (c) the Mediator considers it appropriate for any other reason, which the Mediator may decline to give to the Parties.
- 5.4 The Mediation will be terminated upon execution of a settlement agreement in respect of the Dispute, but clause 4 will continue to operate indefinitely.

**6. Miscellaneous**

6.1 The Mediator shall not be liable to any Party, except in the case of fraud by the Mediator, for any act or omission (whether negligent, misleading or otherwise) in the performance of the Mediator's obligations under this agreement.

6.2 This agreement is governed by, and is construed in accordance with, English law. Nothing in this agreement shall affect the Parties' right to a fair trial under Article 6 of the European Convention of Human Rights should the Dispute not settle at the Mediation.

ACCEPTED and agreed:

.....  
On behalf of [Party]                      Print name

.....  
On behalf of [Party]                      Print name

.....  
Mediator                                      Print name

.....  
Assistant                                      Print name

**Schedule  
Costs of Mediation**

Item	Amount payable/by whom	When payable
<p><b>Mediator fees:</b></p> <p>For mediation time</p>	<p>£ [            ] per day (9am till 5pm)</p> <p>£ [            ] per hour thereafter</p> <p>Parties shares: [   ]</p>	<p>Cost of first day of mediation is payable prior to commencement of Mediation. ( Daily rate taken to include 5 hours reading-in time prior to day of mediation). Cost of overtime will be invoiced following the Mediation, payable within 14 days of date of invoice.</p>
<p><b>Mediator expenses</b></p> <p>Eg: travel, hotel, copying</p>	<p>At cost</p> <p>Parties shares: [   ]</p>	<p>Within 14 days of date of invoice.</p>
<p><b>Venue costs</b></p>	<p>At cost</p> <p>Parties shares: [   ]</p>	<p>As agreed with venue administrator.</p>