

MEDIATION AGREEMENT

This mediation Agreement – (the ‘Agreement’) is made on (date)

Between

1 Name
 Address
 Telephone

THIS MEDIATION AGREEMENT

dated

IS MADE BETWEEN

Party A

..... of

Party B

..... of

(together referred to as “**the Parties**”)

The Mediator

..... of

(a term which includes any agreed **Assistant Mediator**)

and

KG Mediation of Elton Cottage, Bury, Lancashire BL8 2RZ

in relation to a mediation to be held

on

at

(“**the Mediation**”)

IT IS AGREED by those signing this Agreement THAT:

The Mediation

1 The Parties agree to attempt in good faith to settle their dispute at the Mediation and to conduct the Mediation in accordance with this Agreement and consistent with the KG Mediation Procedure and the KG Mediation Code of Conduct for Mediators current at the date of this Agreement.

Authority and status

2 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 to observe the terms of this Agreement, and also having authority to bind that Party to the terms of any settlement.

3 Neither the Mediator nor KG Mediation shall be liable to the Parties for any act or omission in relation to the Mediation unless the act or omission is proved to have been fraudulent or involved wilful misconduct.

Confidentiality and without prejudice status

4 Every person involved in the Mediation:

4.1 will keep confidential all information arising out of or in connection with the Mediation, including the fact and terms of any settlement, but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants; and

4.2 acknowledges that all such information passing between the Parties, the Mediator and/or KG Mediation, however communicated, 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, except where otherwise disclosable in law.

5 Where a Party privately discloses to the Mediator any information in confidence before, during or after the Mediation, the Mediator will not disclose that information to any other Party or person without the consent of the Party disclosing it, unless required by law to make disclosure.

6 The Parties will not call the Mediator or any employee or consultant of KG Mediation 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 from or in connection with their dispute and the Mediation; nor will the Mediator nor any KG Mediation employee or consultant act or agree to act as a witness, expert, arbitrator or consultant in any such process. If any Party does make such an application, that Party will fully indemnify the Mediator or the employee or consultant of KG Mediation 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 application.

Settlement formalities

7 No terms of settlement reached at the Mediation will be legally binding until set out in writing and signed by or on behalf of each of the Parties.

Fees and costs of the Mediation

8 The Parties will be responsible for the fees and expenses of KG Mediation and the Mediator ("**the Mediation Fees**") in accordance with KG Mediation'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).

9 Unless otherwise agreed by the Parties and KG Mediation 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**") prior to the Mediation. 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, whether or not the Mediation results in settlement of their dispute.

Legal status and effect of the Mediation

10 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.

11 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

12 All agreed changes to this Agreement and/or the Model Procedure are set out as follows:

Signed

Party A _____

Party B _____

Mediator _____

KG Mediation _____