



## Agreement to Mediate

**Date:**

**Venue:**

### **Parties**

(1)

(2)

(3)

(4)

**Mediator:**

**Assistant Mediator:**

### **The Agreement**

We, the parties, agree to mediation of the dispute between us on the following terms and conditions:

1. To participate in negotiations in good faith with the aim of achieving a settlement

### **The mediator**

2. The parties agree to the appointment of, \_\_\_\_\_ as mediator. The parties understand that the mediator is independent and neutral. The parties understand that the mediator does not give legal advice. The parties agree that they will not call the mediator or the assistant mediator to give evidence in any court action. The parties agree they will not make any claim against the mediator, any professional or accrediting body to which the mediator may belong.
3. The mediator may ask the parties to consent to an assistant-mediator or observer to be present at the mediation.

## **Authorisation to negotiate**

4. The parties agree that they will have present at the mediation all such people as are necessary to authorise and to agree settlement terms, or will ensure that they themselves have obtained in advance such authority.
5. Any agreement reached at the mediation shall not be legally binding on the parties unless and until it is recorded in writing and signed by the parties and or their authorised representatives.

## **Confidentiality**

6. Any information whether written in a document prepared for mediation or written or spoken during the mediation can only be used for the purpose of mediation and cannot be referred to in any court action. No recordings or transcripts will be made at the time of the mediation; notes taken by the mediator and or assistant are taken for their own use for the purpose of the mediation and will be destroyed at the end of the mediation.
7. The parties agree to keep confidential the fact that the mediation has taken place and the terms of any settlement that is reached except to the extent necessary to report to the court, the parties' professional advisers and or insurers and or those necessary to implement or enforce the settlement agreement and or making disclosure to any relevant authority or person whether under the *Proceeds of Crime Act 2002* and or under *Regulations* relating thereto, if obliged to do so by law..

## **Private Sessions**

8. During the mediation, the mediator may speak to the parties separately. Information given to the mediator during such private talks will be confidential unless the party involved allows the mediator to give the information to the other party.

### **Costs and representation**

9. Each party agrees to bear its own costs relating to the mediation unless otherwise agreed. Each party may be represented if they wish.

### **Ending the mediation**

10. The mediator or either of the parties may end the mediation at any time without giving a reason.

11. This agreement will be governed by English Law.

Signed:

Date: