

MEDIATION CONFIRMATION

<i>The Mediation</i>	
Date	[]
Start time	[]
Venue	T.B.C.
Mediation Period	One day (up to 8 hours)
<i>Documents</i>	
Maximum size of:	
▪ Case Summary	5-10 sides of A4
▪ Agreed bundle	One lever-arch file; or
or	
▪ Non-Agreed bundle	One half lever arch file per party
Number of copies	
Date due for exchange & supply to mediator	5 pm on []
<i>Fees</i>	
The Fee per party	£[] plus VAT
Additional Reading Fee per party (max 5 hours)	Included in fee
Extra hours at mediation (per hour per party)	£150 plus VAT
Cancellation Fee	60% forfeit if cancelled within 3 days of mediation, 30% forfeit if cancelled within 7 days of mediation, 0% forfeit if cancelled more than 7 days in advance.
Expenses on account	
Date for payment of fees	5.00 pm on []

MEDIATION AGREEMENT

THIS AGREEMENT is between:

(1) Mediated Solutions, a trading style of Buckles Solicitors LLP of Grant House, 101 Bourges Boulevard, Peterborough PE1 1NG ("Mediated Solutions")

(2) [] of ("Party A")

(3) [] of ("Party B")

(hereinafter referred to as "the Parties")

(4) [] ("the Mediator")

(5) [] ("the Co-Mediator")

THE DISPUTE

The Parties are in dispute in relation to [INSERT] ("the Dispute"). The Parties have agreed to submit the Dispute to mediation by the Mediator under the terms of this agreement ("the Mediation").

AGREEMENT

1. The Parties agree to use their best endeavours to resolve the Dispute by mediation and to the appointment of the Mediator *[and Co-Mediator]* who are provided by and are agents of Buckles Solicitors LLP.
2. The Representatives of the Parties for the Mediation will be:

Representative for Party A: []

Legal Advisor to Party A: []

And

Representative for Party B: []

Legal advisor to Party B: []
3. The Representatives (or such other representatives as the Parties may from time to time appoint) will represent the respective Parties at the Mediation, and will have full and unlimited authority to negotiate and settle the dispute.
4. The Mediation will take place on the date, time and at the place specified in the Mediation Confirmation annexed to this agreement. If the issues are unresolved

at the end of the Mediation, then with the unanimous agreement of the Parties and the Mediator, the Mediation may be adjourned to such time and place as may be agreed.

5. Prior to the Mediation both parties will have submitted to the Mediator and will have exchanged copies of a written summary of their case and relevant background documentation as follows:

The Parties:

- 5.1 will each prepare and submit direct to the Mediator (and to the Co-Mediator if applicable) one or more copies of a written summary of their case ("the Statement") no later than the date set out in the Mediation Confirmation;
 - 5.2 will by the same date serve a copy of the Statement on any other party;
 - 5.3 will by the same date submit direct to the Mediator (and to the Co-Mediator, if applicable) either **(a)** one or more copies of an agreed paginated bundle of documents (the "Agreed Bundle") or if the Parties are unable to agree an Agreed Bundle, **(b)** one or more copies of a bundle of non-agreed documents (the "Non-Agreed Bundle")
 - 5.4 may by the same date submit direct to the Mediator (and the Co-Mediator, if applicable) one or more copies of a Confidential Position Statement and/or bundle of confidential documents (the "Confidential Bundle") which shall be clearly marked on it's face "Confidential Bundle For Mediators Eyes Only".
 - 5.5 will each pay the mediation fees specified in the Mediation Confirmation by the date specified. The solicitors to the parties shall be jointly and severally liable for their respective client's share of the costs of the Mediation.
6. Procedure at the Mediation will be determined by the Mediator, in consultation with the Parties.

CONCLUSION OF THE MEDIATION

7. The Mediation will continue during the day(s) agreed until agreement is reached, one of the Parties withdraws from the Mediation, or the Mediator is of the view that further efforts at mediation would not be worthwhile.

SETTLEMENT

8. In the course of pursuing settlement discussions in the Mediation:
 - 8.1. The Mediator shall work with the Parties and their representatives throughout the mediation process to seek out, explore and pursue opportunities to compromise and resolve the Dispute.
 - 8.2. If an agreement is reached between the Parties, Heads of Agreement will be prepared and signed by the Parties. No agreement as to the terms of any

settlement reached during the Mediation shall be legally binding unless and until it is reduced to writing and signed by the Representatives for and on behalf of the Parties. The Parties shall however be legally bound by any settlement so reduced in writing and signed and undertake to give effect to such settlement in accordance with its terms.

8.3. If the Parties are unable to reach settlement during the course of the Mediation such that the Mediator confirms his view that further mediation would not be worthwhile, if the Parties jointly request and if the Mediator agrees, the Mediator may, in his absolute discretion, provide a recommendation of indicative terms of settlement which he believes might be appropriate, and such recommendation shall not be binding on the Parties.

8.4. All Parties reserve their respective rights should the Mediation not result in a settlement agreement being reached between them.

CONFIDENTIALITY

9.1 By taking part in the Mediation the Parties and every person involved in the Mediation undertake to each other and agree that:

- (i) the entire Mediation is and will be kept confidential;
- (ii) the Parties, the Representatives and their advisors and the Mediators shall keep all statements and all other matters whether oral or written including any settlement agreement relating to the Mediation confidential except insofar as disclosure is necessary to implement and enforce such settlement agreement;
- (iii) the entire process of the Mediation shall be treated as privileged and will be conducted on the same basis as without prejudice negotiation in an action in the courts. All documents, submissions and statements made or produced for the purposes of the Mediation whether oral or written shall be inadmissible and not subject to disclosure in any arbitration, legal or other similar proceedings except to the extent that evidence which is otherwise admissible or disclosable shall not become inadmissible or non-disclosable by reason of its use in connection with this Mediation.
- (iv) the Mediator, Co-Mediator (if applicable) and Mediated Solutions will respect the confidentiality of the Parties, save as may be required by law, whether under the Proceeds of Crime Act 2002 or otherwise.

9.2 The Mediators may not act for either Party individually in any capacity with regard to the subject matter of the Mediation, and the Parties acknowledge that in acting under this Agreement, neither Mediated Solutions nor the Mediators are representing or giving legal advice to, nor assessing, upholding or protecting (or attempting to assess, uphold or protect), any rights of any of the Parties. The Parties are encouraged to take legal advice in respect to all matters pertaining to the Mediation and any agreement reached.

9.3 No Party may have access to the Mediator's notes, or other papers prepared by or for the Mediator or Mediated Solutions (including those papers provided to the Mediator by the Parties) for any purpose whatsoever. No Party may call the

Mediators or any representative of Mediated Solutions as a witness, consultant, arbitrator or expert in any litigation or other proceedings between the Parties, and the Mediator's opinion will be inadmissible in any proceedings involving any Party relating to the Mediation or any of its subject matter. If any Party shall, notwithstanding the provisions of this Agreement, take steps to issue such an application then that Party agrees to fully indemnify the Mediator/Co-Mediator and/or Mediated Solutions in respect of any costs incurred by them in resisting and/or responding to such an application, including reimbursement of the Mediators full (not shared) extra hours' rate as set out on the Mediation Confirmation Schedule at the start of this Agreement, for the Mediators/Co-Mediators time spent resisting and responding to such an application.

10. The parties warrant that to the best of their knowledge and belief the dispute and the matters to be considered at the mediation do not arise out of or concern any unlawful activity in any way. The Parties expressly release Mediated Solutions and or the Mediator from their obligations under paragraph 9.1 should Mediated Solutions or the Mediator at any time form the view that the activities or intentions of one or more of the Parties are, or might reasonably be construed to be, unlawful.
11. Where legal advisors represent the parties at the mediation, the legal advisors are regulated bodies for the purposes of The Proceeds of Crime Act 2002 and accordingly Mediated Solutions expressly rely upon the legal advisors to have carried out and complied with all anti-money laundering and identity verification obligations.

COSTS

12. Unless the Parties otherwise agree, the fees and expenses of the Mediator as well as any other administrative expenses of the Procedure will be borne by the Parties in equal shares. Each Party will also pay its own expenses of individual representation in the Mediation. The solicitors to the Parties shall be jointly and severally liable for their respective client's share of the costs of the Mediation. The costs and expenses of the Mediation are payable in advance. The Parties will be invoiced in arrears for any additional costs or expenses not included in the initial invoice which may arise and the Parties agree to pay such costs.
13. In the event that any party cancels the Mediation or the Parties settle the dispute before the Mediation the cancellation fee shall be payable as set out in the Mediation Confirmation.
14. If the Mediation does not result in any settlement then the costs and expenses of each Party arising out of the Mediation are to be treated as costs in the case in relation to any litigation or other legal process in which a court or other adjudicating body has power to assess and awards costs.
15. The Mediator and/or Mediated Solutions may recover unpaid fees as a debt.

EXCLUSION OF LIABILITY

16. The Mediator, Co-Mediator and Mediated Solutions shall not be liable to the Parties, their advisors or any of them for any act or omission or views expressed

