

# The Mediation Agreement

## THE FOLLOWING PARTIES

Namely:

1. \_\_\_\_\_ (represented by)
2. \_\_\_\_\_ (represented by)

(collectively the "Parties") hereby agree to appoint Ingemar Hunnings ("The Mediator"), to administer the mediation of their dispute.

The Dispute means (please complete definition)

on the following terms and conditions:

## MEDIATION PROCEDURES

The Mediation shall be held and conducted according to this Mediation Agreement ("Agreement") which incorporates the Terms displayed on the Mediator's website: [swalkermediation.com](http://swalkermediation.com). If there is a conflict between them and the terms of this Agreement the latter shall prevail.

The mediation meeting itself shall be referred to throughout this Agreement as the Mediation ("Mediation").

Any settlement reached in the Mediation will not be legally binding until it has been reduced to writing and signed by or on behalf of the parties.

## MEDIATOR

The parties agree that Mr Ingemar Hunnings of 12 Chepstow Close, Kettering, Northants NN15 5EP Tel 07887 524 507, e-mail [ingemar@hunningsconsultancy.co.uk](mailto:ingemar@hunningsconsultancy.co.uk) will be the Mediator.

The parties confirm that they shall not bring any claim against the Mediator for breach of contract, breach of duty or negligence unless the Mediator has acted dishonestly towards them.

## MEDIATION FEES

The Mediation has been scheduled for an initial period of up to 8 hours ("Scheduled Period") starting at \_\_\_\_\_ on \_\_\_\_\_ at the offices of [ ]. All sums referred to in this Agreement are exclusive of Value Added Tax (VAT).

The mediation fee ("Mediation Fee") shall consist of:

the deposit payable for the Scheduled Period in the sum of £ , to include also all expected preparation time;

the additional sum of £200 plus VAT for each hour (or part thereof) the Mediation exceeds the Scheduled Period up to 12 midnight and at £500 plus VAT for each hour (or part thereof) after then.

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The Mediation Fee shall be borne equally between the parties, unless as a result of a mediated settlement, it is agreed otherwise in writing. This provision shall not disentitle any party to recover the costs of the Mediation in any subsequent assessment of costs whether or not there has been a concluded settlement of the dispute which is the subject of the Mediation.

If the Mediation exceeds the Scheduled Period, the parties acknowledge and agree that any additional time incurred is not included in the deposit and will be charged for.

The parties must tell the Mediator, either before or during the course of the Mediation session, if they do not wish to exceed the Scheduled Period.

Where a party is in receipt of Legal Aid, the legal representative acknowledges that authority has been obtained from the Legal Aid Authority in relation to the Mediation of this dispute, and that such authority will cover the full cost of the Mediation.

The parties shall pay all invoices within 7 days of receipt of invoice by Bank Transfer to:

Lloyds Bank plc

Account Name: Hunnings Consultancy Limited

Account No.: TBC

Sort Code: TBC

Interest will be charged at 8 per cent per annum above the then current Lloyds Bank base rate. In addition the Supplier reserves the right to invoke the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2002 which gives the Mediator the right to charge interest at 8% over the current Bank of England Base Rate and compensation on debts paid late.

## **CONSULTING WITH LEGAL ADVISORS**

A party does not require legal representatives to attend the Mediation, but is free to choose whatever representation it wishes.

A party who is not legally represented at the Mediation is advised to obtain independent legal advice before, during and after the Mediation and prior to finalising any agreement reached pursuant to the Mediation.

The parties recognise that the Mediator does not offer legal advice or act as a legal advisor for any of the parties of the Mediation nor, subject always to the European Code of Conduct for Mediators, will he analyse or protect any party's position or rights.

## **PRIVATE SESSIONS**

The Mediator may hold private sessions with one party at a time. These private sessions are designed to improve the Mediator's understanding of the party's position and to facilitate the Mediator in expressing each party's viewpoint to the other side.

Information gained by the Mediator through such a session is confidential unless (a) it is in any event publicly available or (b) the Mediator is authorised by that party to disclose it.

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## **CONFIDENTIALITY**

The Parties recognise that the Mediation is for the purpose of attempting to achieve a negotiated settlement and as such all information provided during the Mediation is without prejudice and will be inadmissible in any litigation or arbitration of the dispute.

Evidence, which is otherwise admissible, shall not be rendered inadmissible as a result of its use in the Mediation.

The Parties will not issue a witness summons or otherwise require the Mediator or any other person attending the Mediation under the auspices of the Mediator to testify or produce records, notes or any other information or material whatsoever in any future or continuing proceedings.

All documents, statements, information and other material produced prior to or during the course of the Mediation, save to the extent that these documents have been disclosed already and are in the domain of the litigation, whether in writing or orally, shall be held in confidence by the Parties and shall be used solely for the purposes of the Mediation.

Any communication by or through the Mediator before the commencement of the Mediation or after its termination shall, unless expressly agreed in writing by the Parties, shall be subject to the same confidentiality provisions as set out in this Agreement.

## **TERMINATION OF THE MEDIATION**

Any of the Parties or the Mediator shall be entitled, in their absolute discretion, to terminate the mediation at any time without giving a reason.

## **WARRANTY**

The legal representatives warrant that:

they have carried out all necessary checks as recommended by the Law Society/SRA and/or the Bar Council to verify their clients' identity and

advised their clients of the obligations of disclosure on the part of legal advisors and/or mediators under the Proceeds of Crime Act 2002 (POCA).

The Parties warrant that they and their representatives:

Are attending the Mediation to negotiate in good faith in a genuine attempt to reach a settlement of the Dispute and

have full authority to negotiate and enter into a legally binding settlement agreement disposing of the Dispute at the Mediation.

## **Permissions**

The Legal Representatives and the Mediator give each other permission, in accordance with GDPR, to retain each other's contact details for the purpose of contacting each other for the performance of their duties under this agreement and the provision of relevant updates and enquiries on further instructions.

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## SIGNATURE OF THIS AGREEMENT

This agreement is to be signed by the instructed legal representative of each party attending the Mediation (if represented) on behalf of that party.

The legal representatives are liable for the Mediation fee in the same way as they are liable for disbursements incurred in the course of litigation.

Party 1: (represented by )

Signed .....

Name

Position

Name of Firm

Representative

And

Signed .....

Name

Position

Chambers

Representative

Party 2: (represented by )

Signed .....

Name

Position

Name of firm

Representative

And

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Signed .....

Name

Position

Chambers

Representative