**AGREEMENT TO MEDIATE**

This agreement is made on DATE between

Arabella Tresilian [the ‘Mediator’],

NAME [jointly representing …] [‘Party 1’],

and

NAME [jointly representing …] [‘Party 2’],

The Parties agree that:

###### Mediator

1. Arabella Tresilian will be the mediator.

**Role of mediator**

1. The Mediator’s role is to:
   1. discuss the mediation on the telephone with either/ both / all the Parties preceding the mediation if requested to do so or if the Mediator decides that this is appropriate;
   2. read before the Mediation any documents sent to her;
   3. chair, and determine the procedure for, the mediation; and
   4. assist the Parties to try to settle the dispute which has arisen between them.
2. The Parties understand that the mediator is independent. The Parties understand that the Mediator does not give legal advice and agree that they will not make any claim of any nature against the Mediator in connection with this mediation unless the Mediator has acted dishonestly or in bad faith.

**Before the mediation**

1. Each of the Parties will prepare and send to the Mediator and the other Party:
   1. a brief summary setting out its position in relation to the dispute and;
   2. any documents to which that Party wishes to refer at the mediation .
2. Each Party can give to the Mediator further information or documents which are not to be disclosed to the other Parties and such documents shall clearly be marked that they are confidential to the Mediator.

###### Conduct of the mediation

1. The Mediator shall decide how the mediation is to be conducted and what papers are to be read.
2. The mediation will take place on DATE at VENUE, starting at TIME
3. No transcript or recording shall be made of the mediation or any part of it. This shall not prevent the Parties or the Mediator from taking and retaining a note.
4. Any settlement reached in the mediation shall not be legally binding unless it is in writing and has been signed by or on behalf of the Parties.

**Authority**

1. Both of the Parties will attend the mediation with a person who has authority to bind that Party to any agreement reached as a result of the mediation.
2. If the authorised person for a Party will or may need authority from any person or body not present at the mediation to enter into any settlement agreement that Party shall so inform the other Party and the Mediator prior to the date of the mediation.
3. Each Party will inform the other Parties and the Mediator prior to the mediation of the names of the persons attending on behalf of that Party.

###### Confidentiality

1. During and before the mediation, the Mediator may speak to the Parties separately in order to improve the Mediator’s understanding of each Party’s views. Information given to the Mediator during such private talks will be confidential unless the Party who provided that information allows the Mediator to give the information to the other Party.
2. Any information, whether or not in writing, arising out of the Mediation shall be confidential and shall not be used for any collateral or ulterior purpose. This includes the terms of any settlement, but does not include the fact that the mediation is to take place or has taken place.
3. Each Party warrants that the persons attending on its behalf at the mediation will be bound by and will observe the agreement set out in clause 14 above. Each such person shall also sign the mediation agreement and agrees to be bound by clause 14 above.
4. All information, whether or not in writing, arising out of or in connection with the mediation shall be without prejudice and privileged and not admissible as evidence or disclosable in any current or future litigation or other proceedings whatsoever. This does not apply to any information, which would apart from this clause be admissible or disclosable in such proceedings.
5. Paragraphs 13 to 16 shall not apply to the Mediator or to the Parties if and to the extent that:
   1. All Parties consent to disclosure;
   2. The Mediator or the Parties reasonably consider that there is serious risk of significant harm to the life or safety of any person if the information in question is not disclosed; or
   3. The Mediator or the Parties are required to make any disclosure by law. In particular the Mediator has an absolute obligation under the Proceeds of Crime Act 2002 (as amended) and/or the Terrorism Act 2000 (as amended) to report to the National Crime Agency any knowledge or suspicion relating to the involvement of the proceeds of crime (including tax evasion) and is precluded by law from informing the Parties of his intention to do so.
   4. Where the mediation has taken place as a result of a Court Order, the parties agree that the court can be notified of the fact that the case has resolved through mediation. The notification will come from the parties and will take the form of a letter agreed between the parties at the conclusion of the mediation. The notification will not disclose the terms of any settlement unless otherwise agreed by the Parties.
6. None of the Parties shall call the Mediator as a witness, consultant, arbitrator or expert in any litigation or other proceedings whatsoever arising from or in connection with the matters in issue at the mediation. The Mediator shall not so act voluntarily without the written consent of all the Parties.

**The Mediator’s Fee**

1. The Parties will each be liable for the Mediator’s fee for the mediation as follows:

* £XXX per Party [the ‘basic fee’] for initial preparation and up to 3 hours of the mediation; and thereafter
* a supplmentary fee of £XXX per Party per additional hour (or part thereof) for which the mediation continues.
* The Mediator shall not be obliged to refund the basic fee or any part of it if the mediation does not last for 3 hours.

1. The mediator's basic fee will be paid prior to the mediation and will remain payable and/or will not be refunded if the mediation is cancelled less than 7 clear days before the mediation date. If the mediation is cancelled by notice of 7 clear days or longer period, the mediator will consider waiving or refunding the fee, which will be in the mediator’s absolute discretion.

###### Disbursements

1. The Parties will each be liable to the mediator for the cost of hiring the room for the mediation, which will be £XXX per party for up to 3 hours of the mediation and £XXX per party per additional hour.

22) Disbursements will be payable through the Mediator immediately after the date set for   
 the mediation.

###### Ending the mediation

23) The Mediator or any of the Parties may end the mediation at any time without giving a   
 reason.

**This Agreement**

24) Except for paragraphs 19 to 22, the Parties having instructed the Mediator and the Mediator   
 having accepted the appointment, this Agreement shall not be binding until each Party (or   
 its representative) and the Mediator sign a copy of it.

We agree to the above terms and conditions.

**Party 1:**

Name: Name:Signed: Signed:

Date: Date:

**Party 2:**

Name: Name:

Signed: Signed:

Date: Date:

**Mediator:**

Name: Signed:

Date: